

OmniDonum.com Terms of Use for Test Users

1 ACCEPTANCE OF TERMS

These Terms of Use for Test Users ("**Terms of Use**") are applied to the test use of the services and content at the demonstration site of OmniDonum.com provided by Ansio Global Goods Ltd ("**Ansio**"). OmniDonum.com is a virtual marketplace platform for community-centered grassroots fundraising. OmniDonum.com platform matches charities with local businesses, individual contributors, volunteers and advertisers ("**Service**"). By testing the Service with test users Ansio receives important information regarding the Service to improve and develop the Service.

These Terms of Use and the attached Non-Disclosure Agreement ("**NDA**") constitute the entire agreement ("**Agreement**") between you ("**Test User**") and Ansio and govern the test use of the Service, superseding any prior agreements between Test User and Ansio. Test User's use of the Service may be subject to additional terms and conditions that may apply when Test User uses affiliate services, third-party content or third-party software. By using the Service Test User undertakes to comply with the Agreement and to accept these Terms of Use.

These Terms of Use govern the Test User's use of the Service and participation in the testing of the Service. These Terms of Use shall enter into force when the Test User accepts the Terms of Use and expire when the Terms of Use are terminated ("**Test Phase**"). By using the Service during the Test Phase, Test User agrees to comply with the Terms of use and the entire Agreement. If Test User disagrees with the Terms of Use or any changes thereto, Test User should discontinue the use of the Service.

The Terms of Use may be updated by us from time to time with or without notice to Test User. Test User should review the Terms of Use periodically for changes at [Omnidonum.com](https://omnidonum.com). Unless explicitly stated otherwise, any new feature or enhancement or release of new properties to the Service shall be subject to these Terms of Use. Test User's use of a particular OmniDonum.com service may also be subject to guidelines and policies applicable to such service which may be posted and changed by Ansio from time to time. All such guidelines and policies are incorporated by reference into the Terms of Use. In case of inconsistency between the Terms of Use and any guidelines or policies, the Terms of Use will prevail.

2 TEST USER'S REGISTRATION OBLIGATIONS

In consideration of the use of the Service, Test User agrees to: (a) provide true, accurate, current and complete information as prompted by the Service registration form ("**Registration Data**") and (b) maintain and promptly update the Registration Data to keep it true, accurate and complete. If Test User provides any information that is untrue, inaccurate or incomplete, or Ansio has reasonable grounds to suspect that such information is untrue, inaccurate or incomplete, Ansio shall have the right to suspend or terminate Test User's account and refuse any future use of the Service (or any portion thereof).

Test User will receive a password and account designation upon completing the Test User's Service registration process. Test User is responsible for maintaining the confidentiality of the password and account, and is fully responsible for all activities that occur under Test User's password or account. Test User agrees to immediately notify Ansio of any unauthorized use of Test User's password or account and of any other breach of security. Ansio is not liable for any loss or damage arising from Test User's failure to comply with this section. By accepting these Terms of Use Test User shall give to Ansio the right to use Test User's password to identify the user and where the Service is used.

3 CONTENT

Test User acknowledges that all information, data, text, software, music, sound, photographs, graphics, video, messages and other materials at OmniDonum.com ("**Content**") are the sole responsibility of the person from whom such Content originates. Test User is entirely responsible for all Content that Test User uploads to, posts in or transmits via the Service. Ansio shall not control the Content and shall not guarantee the accuracy, integrity or quality of Content. Test User acknowledges that by using the Service, Test User may be exposed to Content that is incorrect or objectionable. Under no circumstances shall Ansio be liable in any way for any Content, including, but not limited to, errors or omissions in Content, or for any loss or damage incurred as a result of the use of any Content.

Test User acknowledges that Ansio shall have no obligation to monitor any Content. Ansio shall have the right (but not the obligation) in its sole discretion to refuse, move or remove any Content that is available via the Service that may violate the Terms of Use or is otherwise objectionable. Test User agrees that Test User must evaluate and bear all risks associated with the use of any Content, including any reliance on the accuracy, completeness, or usefulness of any Content.

4 ANSIO'S RIGHTS AND OBLIGATIONS

Ansio shall provide the Test User with access to the demonstration site of OmniDonum.com and any necessary documentation and instruct Test User on how to use it and what kind of test data is desired by Ansio.

Ansio shall provide Test User with testing surveys and test data. Upon satisfactory completion of the testing, Ansio shall provide Test User with complimentary premium subscription status free of charge.

Ansio reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. Ansio shall be entitled to assign or transfer any or all of its rights and obligations under the Agreement to any of its affiliated companies without Test User's prior consent. In the event of such assignment or transfer Ansio shall not be obliged to continue to provide the free of charge use of the Service.

5 TEST USER'S RIGHTS AND OBLIGATIONS

By accepting the Terms of Use Test User will get access to Service for the Test Phase. The access for the Test User to the Service is free of charge during the Test Phase. After the test phase, Test User's access to Service shall continue under the new terms of use as a regular premium status user free of charge.

During the Test Phase the Test User shall test the Service, including but not limited to its functionalities and reporting capabilities, under normally expected operating conditions in the Test User environment during the Test Phase. The Test User shall gather and report test data weekly in writing to Ansio, and complete testing surveys provided by Ansio. Test User shall provide subjective opinions including, but not limited to graphic design, navigation, usability, usefulness, likelihood of continued use. Test User agrees to meet with Ansio representatives during Test Phase, at a mutually agreeable date and time and spend a reasonable time to test and continue the Service together, in person. Upon request by Ansio, Test User shall report to Ansio more frequently.

The Test User agrees to comply with all applicable laws and rules regarding online conduct and acceptable Content. Test User agrees to not access, or make an attempt to access the Service by any means other than through the interface that is provided by us for use in accessing the Service. Test User shall not assign or transfer any rights or obligations under the Agreement without a prior written consent of Ansio. Test User agrees that the OmniDonum.com account is personal and non-transferable.

6 OMNIDONUM.COM PRIVACY POLICY

Registration Data and certain other information about Test User is subject to OmniDonum.com Privacy Policy.

Test User agrees that Ansio may access, preserve, disclose, collect and otherwise process Test User's account information and Test User's Content: (a) to the affiliated companies of Ansio worldwide for the purpose of providing the Content to Test User and others in an efficient manner; (b) for the purpose of properly administering Test User's account in accordance with the standard operating procedures; and (c) if required to do so by law or in the good faith belief that any such access, preservation, disclosure or processing is reasonably necessary to: (i) comply with legal process; (ii) enforce the Terms of Use; (iii) respond to claims that any Content violates the rights of third-parties; (iv) respond to Test User's requests for customer service; or (v) protect the rights, property, or safety of the Service, its users and the public.

Test User agrees that during the Test Phase Ansio shall have right to monitor and collect information about Test User's use of the Service. Ansio may use the monitored and collected information in order to develop and improve the Service.

Test User acknowledges that Test User is solely responsible for any personal data or information (including sensitive personal data) that Test User chooses to disclose and make publicly accessible via the Service, and that under no circumstances shall Ansio be liable in any way for the disclosure and public accessibility of such personal data or information.

Test User acknowledges that any Content including personal data or information posted to the Service by Test User may remain publicly accessible for an indefinite period.

Within the limits of applicable law, Test User has the right to check the information relating to Test User that Ansio has collected. Within the limits of applicable law, Test User has the right to demand that false, unnecessary, deficient or outdated personal data be corrected or removed. In the event that Test User requests Ansio to delete or deactivate Test User's account, Ansio shall delete the account and the information relating to Test User.

7 INTELLECTUAL PROPERTY RIGHTS

The intellectual property rights to the services, software, materials and work related to performing the Service, as well as to any materials and results created on that basis belong solely to Ansio or third parties.

"Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. Test User acknowledges and agrees that the Content presented to Test User through the Service is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

Test User acknowledges that Ansio and its suppliers own all rights, titles and interest in and to the Service, including without limitation, the Site, and the Content and all underlying software and technology, including without limitation all Intellectual Property Rights.

If Test User provides Ansio with any data, feedback, or suggestions regarding the Service ("**Feedback**"), Test User hereby grants Ansio an unlimited, worldwide, royalty-free, and irrevocable license to use, distribute, create derivative works of, or otherwise exploit such Feedback in any manner.

Test User acknowledges that Ansio owns all rights, titles and interests in and to the results, reports, drafts and other documents and information that are obtained from the Test Users during the Test Phase.

With respect to Content that Test User elects to post in the Service, Test User grants to Ansio a perpetual, worldwide, non-exclusive, royalty free license to publish, reproduce and modify such Content solely for the purpose of promoting sales of products in the Service.

8 INDEMNITY

Test User agrees to indemnify, defend and hold harmless Ansio, its parents, subsidiaries, affiliates, officers, directors, co-branders and other partners, employees, consultants and agents, from and against any and all claim or demand (including reasonable attorneys' fees and court costs) made by any third party due to or arising out of Test User's use of or connection to the Service, Test User's violation of the Agreement, or Test User's violation of any rights of another.

9 DISCLAIMERS

Test User expressly acknowledges and agrees that:

- a) Test User uses the Service at their own risk. The Service is provided on an “as is” and “as available” basis. To the fullest extent permitted by applicable law, Ansio expressly disclaims all warranties, conditions and other terms of any kind, whether express or implied, including, but not limited to any implied term of merchantability, satisfactory quality or fitness for a particular purpose.
- b) Ansio makes no warranty or representation that:
 - (i) The Service will meet the Test User’s requirements;
 - (ii) The Service will be uninterrupted, timely, secure, or error free;
 - (iii) The results that may be obtained from the use of the Service will be accurate or reliable; or that
 - (iv) The quality of any products, services, information, or other material promoted through the Service or subsequently purchased or obtained by the Test User will meet the expectations.
- c) Downloading or otherwise obtaining any Content through the use of the Service is done at the Service User’s own discretion and risk and the Service User shall be solely responsible for any damage that results from the download of any such Content;
- d) No advice or information, whether oral or written, obtained by the Test User from Ansio or through or from the Service shall create any warranty or other obligation not expressly stated in the Agreement.

10 LIMITATION OF LIABILITY

The Test User expressly acknowledges and agrees that Ansio shall not be liable for any damages whatsoever, whether direct or indirect, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses, even if Ansio has been advised of such damages.

The Service may provide, or third parties may provide, links to other Internet sites or resources. Ansio has no control over, does not review, and cannot be responsible for, these outside sites or their content. Ansio shall not be liable for any information, software, or links found at any other website, internet location, or source of information, or for Test User’s use of such information.

Any account that has not been used for a certain period of time may be terminated and all contents therein permanently deleted. Test User agrees that Ansio shall have no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service. Further, Test User agrees that Ansio shall not be liable to Test User or any third-party for any termination of Test User’s access to the Service.

11 TERMINATION

Ansio has the right to terminate the Terms of Use and the entire Agreement in its sole discretion. In addition, Ansio has the right to terminate Test User's password, account (or any part thereof) or use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or if Ansio believes that Test User has violated the Agreement.

Test User agrees that any termination of Test User's access to the Service under any provision of these Terms of Use may be affected without prior notice, and acknowledges and agrees that Ansio may immediately deactivate or delete Test User's account.

12 APPLICABLE LAW

The Terms of Use and the Agreement shall be **governed by the laws of Finland**. Any failure by Ansio to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, Test User nevertheless agrees that the other provisions of the Agreement shall remain in full force and effect.

13 VIOLATIONS

Please report any violations of these Terms of Use or Agreement to [Omnidonum.com](https://omnidonum.com).

14 ATTACHMENTS

Appendix 1: Non-Disclosure Agreement