

## Shared Harvest Fund Corporation - Debtfreelancer Addendum

This Debtfreelancers addendum (“Addendum”) forms part of Shared Harvest Fund’s Terms of Use. This Addendum, along with our Terms of Use constitute a contract between you (the “Debtfreelancer” or “you”) and SHF relating to the Services to be provided to you to or in conjunction with our nonprofit partner(s) (“Nonprofit Partner”) in connection with a paid subscription to the Service.

By clicking the consent box, you affirmatively agree to be bound by this Addendum, our Terms of Use [<https://sharedharvestfund.org/terms-of-service/>], and our Privacy Policy [<https://sharedharvestfund.org/your-privacy-policy/>].

The following additional terms apply when you sign up for our Website as a Debtfreelancer:

### **1. Membership and Fees.**

Unless otherwise indicated, all subscription fees associated with your access to and use of the Service are due in full upon commencement of your subscription term. If you fail to pay your subscription fees, or fees for other services indicated, within five (5) business days of our notice to you that payment is due or delinquent, or if you do not update payment information upon our request, in addition to our other remedies, we may suspend or terminate access to and use of the Service by you.

- a. *Renewal.* your subscription to the Service will automatically renew each month on the same day of the month on which you registered, unless you cancel before your renewal date.
- b. *Payment by Credit Card.* If you are paying by credit card, you authorize us to charge your credit card or bank account for all fees payable at the beginning of your subscription term, and all subsequent billing periods. SHF uses a third party intermediary to manage credit card processing and this intermediary is not permitted to store, retain or use your billing information except to process your credit card information for SHF. you further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party.
- c. *Taxes.* All fees are exclusive of taxes, which we will charge as applicable. you agree to pay any taxes applicable to your use of the Service. you shall have no liability for any taxes based upon our gross revenues or net income.
- d. *Cancellation.* You or SHF may terminate your account at any time for any reason. If you have an outstanding balance on your account, you must pay this balance prior to cancellation. If we terminate your account before your renewal date, we will provide a pro-rata refund. We reserve the right to suspend or terminate your

account for any reason. Any suspected fraudulent, abusive, or illegal activity by you may be referred to law enforcement authorities at our sole discretion.

- e. *Refund Policy.* We are confident that you will be happy with your purchase, and therefore offer a 90-day satisfaction guarantee. Under this guarantee, if you are not matched with any of our Nonprofit Partners within the first 90-days of your subscription and no longer want to be considered for future projects, we will refund your subscription payment. Beyond this 90-day period, all amounts paid to access our Service are, by default, non-refundable. SHF may, in our discretion, issue you a refund if we feel one is warranted. Please send an email to [people@sharedharvestfund.com](mailto:people@sharedharvestfund.com) to request a refund. You are not eligible for a refund if you were rewarded a stipend. Please note that we may not reply immediately, or at all, to a request for a refund if we determine that it is not warranted.

## **2. Our Involvement.**

When you sign up for an activity with our Nonprofit Partners, your service agreement is between you and the nonprofit directly. We only involve ourselves in this relationship to act as a mediator when needed.

You agree that if there is a disagreement between you and the nonprofit partner on the rating of a deliverable as *unsatisfactory*, our internal review board may or may not decide to review the matter at hand and will give the final determination. The determination will be based on agreements made between you and the nonprofit organization in the statement of work and a review of correspondence between you and the nonprofit organization and determine a fair resolution. All decisions of the internal review board are final and cannot be appealed. If you receive what we determine to be a valid *unsatisfactory* review, you will be placed *on probation or possibly disqualified from the site on a case by case basis*. Once placed on probation, the receipt of one additional unsatisfactory review will be deemed as grounds for your removal from the platform. You agree to release all relevant correspondence and supporting materials requested in the event there needs to be an internal review done to determine the validity of the rating of your project deliverable where necessary.

## **3. Services you Provide.**

You agree to provide volunteer services to the Nonprofit Partner that you are accepted by through our Website. you agree that you will use your best reasonable efforts to complete any projects that you are accepted onto, and will inform the Nonprofit Partner as soon as possible if you are no longer able to participate in the project. you agree to act in a professional, businesslike, and respectful manner while working for or with our Nonprofit Partners.

#### **4. Volunteer Status.**

You agree that you are volunteering your time to assist our Nonprofit Partner(s), are not an employee or independent contractor of either SHF or our Nonprofit Partner(s), and are not eligible for any benefits as a result of your work.

#### **5. Stipends.**

We provide reward stipends for only satisfactorily completed designated projects as a Debtfreelancer™. These stipends are not specifically tied to an hourly wage, service type, or experience level. The dollar amount of the stipend offered is non-negotiable and is entirely within our discretion. The stipend will be set at random after you submit your deliverable and have satisfactorily produced a project and/or deliverable with one of our Nonprofit Partners. Stipends are dispersed quarterly, and issued directly to your loan servicer. We do not disperse cash or checks to you directly.

While we encourage you to sustain a relationship with the Changemaker and Harvester organizations on our site, it is essential that all stipend related projects be paired through our site. If you complete a project that is listed on our site, but you did not use our site to engage with the project (i.e. you went directly to the Nonprofit Partner to pick up the project), you will not receive the stipend listed in the project specification.

There will be non-stipend volunteer projects listed on the site as well that you may complete at your own discretion. As a platform that encourages sustained relationships and volunteerism, this is strongly encouraged but not required. These volunteer-only based projects will however be documented and followed under your profile for entry into subsequent potential reward promotions and other benefits as SHF develops and deems appropriate.

#### **6. Work Product.**

All work product created by you for our Nonprofit Partner(s) under this Addendum shall be deemed as a “work for hire” as defined by US Copyright Law. Additionally, upon completion and delivery of any Work Product, you shall transfer all title, right, or ownership of the work product to the Nonprofit Partner you have performed work for. In the event that any work product is not considered a “work for hire,” you agree that you will voluntarily assign any and all rights to any work product created under this Addendum to the Nonprofit Partner. you will not be responsible for any fees related to the assignment of your rights to the Nonprofit Partner. Pursuant to our agreement with the Nonprofit Partner, you shall receive a limited, irrevocable, nonexclusive, nonsublicensable license from the Nonprofit Partner to use the work product for your self-promotion activities and for other noncommercial purposes. you agree that you will not otherwise resell, prepare derivative works, relicense, lease, assign, loan or use the work product for any other commercial purposes.

## **7. Confidential Information.**

“Confidential Information” is defined as information that is marked “confidential” or “proprietary,” or information that a reasonable person would understand to be confidential. This includes but is not limited to information about our partner nonprofit’s business models, plans, marketing campaigns, designs, intellectual property, proprietary data, software, advertisements or other materials. you agree not to publicly disclose any Confidential Information that you may be privy to as a result of your work with our Nonprofit Partners.

## **8. Taxes**

As part of your work for our Nonprofit Partners you may receive credits from our Platform to be applied to pay off a portion of your student loans. You may face additional income tax as a result of these payments. SHF may withhold any amount from your existing account or future stipend payments required to be withheld by law. SHF DOES NOT PROVIDE TAX OR LEGAL ADVICE, AND IS NOT RESPONSIBLE TO YOU FOR ANY UNPAID TAXES OR PENALTIES YOU MAY INCUR AS A RESULT OF USING THE PLATFORM. IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT ALL APPLICABLE INCOME IS REPORTED, AND ALL LOCAL, STATE/PROVINCE, AND NATIONAL TAXES ARE PAID PROMPTLY AND FULLY.

## **9. No Violation.**

In performing the services under this Addendum, and in connection with the Services, you will not violate, or in any way infringe upon the rights of, third parties, including property, contractual, employment, trade secrets, proprietary information and nondisclosure rights, or any trademark, copyright or patent rights.

## **10. Indemnification.**

you will indemnify and hold harmless the Nonprofit Partner, SHF, and its and their affiliates, employees, and agents from and against any and all liabilities, losses, damages, costs, and other expenses (including attorneys’ and expert witnesses’ costs and fees) arising from or relating to any breach of any representation, warranty, covenant, or obligation in this Addendum, any claim that your actions harmed or damaged a third party, or any intentional misconduct or negligence by you while performing any obligations under this Addendum. In the event of any third party claim, demand, suit, or action (a “Claim”) for which the Nonprofit Partner or SHF (or any of its affiliates, employees, or agents) is or may be entitled to indemnification hereunder, Nonprofit Partner and SHF

may, at their option, require you to defend such Claim at your sole expense. you may not agree to settle any such Claim without SHF's express prior written consent.

## **11. Miscellaneous Provisions**

- a. *Entire Addendum.* This Addendum, together with SHF's Terms of Use and Privacy Policy, constitutes the sole agreement between the parties. In the case of a conflict between any term in this Addendum and the SHF Terms of Use, this Addendum shall control. Once accepted, this Addendum will remain effective until the Services are completed, or this Addendum is cancelled or terminated by the parties.
- b. *Severability.* If any provision in this Addendum is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. If any provision is held invalid or unenforceable with respect to particular circumstances, it nevertheless shall remain in full force and effect in all other circumstances.
- c. *Modification.* The failure of SHF to enforce strictly any term, right or condition of this Addendum shall not be construed as a waiver of such term, right or condition. No provision of this Addendum shall be deemed waived, amended, or modified by either Party unless such waiver, amendment, or modification is in writing and signed by the Party against whom enforcement of the waiver, amendment or modification is sought to be enforced. This Addendum shall become effective on the date you click accept.
- d. *Assignment.* Neither party may assign this Addendum or all or any portion of its rights herein without the prior written consent of the other party; provided, however, that in the event of a sale of the SHF's business in whole or in part, the SHF has the right to transfer or assign its rights hereunder to the acquiring party the extent the obligations under this Addendum are assumed by the assignee of such this Addendum.
- e. *Survival.* Any provision that would reasonably be expected to survive the termination of this Addendum shall survive and remain in full force.