

## **TERMS AND CONDITIONS**

**Agreement between User (also referred to as donor) and [sfclb.org](http://sfclb.org) St. Francis Center of Long Beach, SFC of Long Beach (referred to as us, we or the center) is a Registered Charity in California (no. 87891180). We operate the website [www.sfclb.org](http://www.sfclb.org) (the Website).**

### **These are the Terms and Conditions which govern each use you make of the donation payment services provided through the Website.**

These Terms and Conditions apply separately to each single donation that you make. Except as provided for in section 6, 'Monthly Donations', and unless specified by you, they do not form a contract allowing for future or successive transactions to be set up. By confirming on the Website that you wish to make a donation you agree to be bound by these Terms and Conditions for that donation.

[sfclb.org](http://sfclb.org) is a non-profit site. Our primary objective is to use the donations received solely for the purposes of feeding the homeless and poor families and to meet the center's operating expenses.

#### **1. The Donation services**

We will use your donations at our discretion but within our stated charitable objectives.

All payments through the Website are to be made by Credit or Debit Card (Visa, MasterCard or Discover).

Once you confirm to us through the Website that you wish to proceed with your donation your transaction will be processed through our payment services provider, Merchant e-Solutions. By confirming that you wish to proceed with your donation you authorize Merchant e-Solutions to request funds from your credit, debit, or PayPal card provider.

#### **2. Unauthorized Card use**

If you become aware of fraudulent use of your card, or if it is lost or stolen, you must notify your card provider.

#### **3. Information from you**

Before we can process a donation you must provide us with (1) your name, address and email address; and (ii) details of the credit or debit card number and the security code on the back of the card that you wish to use to fund the donation. We will use this information to process your donation. It is your responsibility to ensure you have provided us with the correct information. When you submit your payment details, these details will be transferred to our payment provider, Merchant e-Solutions, and your payment data will be collected and processed securely by them. You should make sure that you are

aware of Merchant e-Solutions' terms and conditions, which are different from our own, to ensure that you are comfortable with how they will process your personal data before you make a donation. Your use of [sfclb.org](http://sfclb.org) is subject to the privacy policy of St. Francis Center of Long Beach.

#### **4. Privacy Policy**

The center will not at any time share your personal data with any other third party other than is set out in this Privacy Policy. Our Privacy Policy forms part of these Donation Payment Terms and Conditions and by agreeing to these Terms and Conditions you are also agreeing to the way we use and protect your personal information in line with our Privacy Policy. *Please read our Privacy Policy which is posted on our Website.*

#### **5. Electronic Communication**

Visiting [sfclb.org](http://sfclb.org) or sending emails to SFC of Long Beach constitutes an electronic communication. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically via email and on the Site, satisfy any legal requirements that each communication not be in writing.

#### **6. Refund policy**

This refund policy applies to singular donations made via the Site, If you make an error in your donation please contact us either by email at [communications@sfclb.org](mailto:communications@sfclb.org), by phone at (562)269-3805. or by post at St. Francis Center of Long Beach, within 7 (seven) calendar days and a full refund will be made to you. (Please read our Refund Policy which is posted on our website)

#### **7. Monthly Donations**

These Donation Payment Terms and Conditions will only apply to successive donations made through the Website where you have set up a monthly donation. When you set up a regular donation you will be scheduling a series of donations to be made on the day of the month that you choose until further notice. You agree that these Terms and Conditions will apply to each of the donations in that series.

By confirming that you wish to proceed with a monthly donation you authorize our payment service provider Merchant e-Solutions to request funds from your credit or debit card on the day of each month that you set.

To cancel your regular donation please contact us either by email at [communications@sfclb.org](mailto:communications@sfclb.org) , by phone at (562)269-3805.

or by post at St. Francis Center of Long Beach P.O. Box 2905 Long Beach CA 90801 no less than 30 (thirty) days prior to the next 'scheduled' day for payment.

**8. Children under eighteen**

SFC of Long Beach does not knowingly collect either 'online' or 'offline' personal information and or donations from persons under the age of 13 (thirteen). If you are under the age of 18 (eighteen) you may use the website only with permission and under the supervision of a parent or guardian.

**9. Links to Third Party Sites/Third Party Services**

[sfclb.org](http://sfclb.org) may contain links to other websites (linked sites). The linked sites are not under control of SFC of Long Beach and SFC of Long Beach is not responsible for the contents of any linked sites. This non-responsibility clause applies to any linked site without limitations. SFC of Long Beach does not endorse and product or content of any website nor does it permit any linked website to use SFC of Long Beach or its name in any form as an endorsement attached to any product.

**10. Arbitration**

The user agrees that any and all legal disputes between the parties arising from the use of the website or the making of a donation, will be settled by the Arbitration Process. The California Arbitration Rules and laws will govern said disputes and settlement process.

**11. Liability Disclaimer**

The information software, products and services included or available through the site may include inaccuracies or typographical errors, changes are periodically added to the information herein. St. Francis Center of Long Beach and/or its suppliers may make improvements and or changes to the site at any time.

St. Francis Center of Long Beach and its suppliers make no representation about the suitability, reliability, availability, timeliness and accuracy of the information, software, products, services and related graphics contained on the site for any purpose. To the maximum extent of the law, any and all information, software, products, services and related graphics contained on the site for any purpose are provided 'as is' without warranty or condition of any kind.

## **12. General**

We reserve the right to amend these Donation Payment Terms and Conditions at any time. These Donation Payment Terms and Conditions are governed by US/California laws and are subject to the exclusive jurisdiction of the US/California Courts.

SFC of Long Beach reserves the right to restrict access to the site of any individual/s who willfully abuses the use of the site in a manner and for purposes not within the prevue of center's desire to care for the poor and the homeless.