



AHILLZ REFUND POLICY

Last updated: March 7, 2020

Introduction

Nearly all Ahillz campaigns are accurate and funds are delivered and used for their stated purpose. In the rare occurrence of misuse, the Ahillz Refund Policy (the “Refund Policy” or “Policy”) ensures that donations are protected if campaign funds are not delivered to the intended beneficiary or donors are misled by a campaign organizer or beneficiary. Most conflicts are not actual misuses of the Ahillz Platform, and campaign organizers work to answer questions and resolve donors’ and beneficiaries’ concerns quickly. But if your issue is not sufficiently addressed, then we are here to help.

For Donors

Donors may receive a refund (or other resolution as described below) when they make an online donation via the Ahillz platform (“Platform”) to a Charity, and the campaign organizer or beneficiary (if one exists) of the campaign commits a Misuse.

For purposes of this Policy, “Misuse” means any of the following:

- The campaign organizer does not deliver funds to the Charity Beneficiary;
- The campaign’s content is inaccurate with respect to a material fact about the campaign organizer, beneficiary, or campaign which induces a reasonable donor to make a campaign contribution; or
- The campaign organizer or beneficiary is formally charged with a crime directly related to their campaign actions, omissions, and/or misrepresentations.
- In the event of Misuse as determined in our sole discretion, we agree to (i) reimburse you the amount of your donation(s) submitted through the Platform (up to \$1,000 per donor per campaign) or (ii) provide you with a credit redeemable for an equivalent donation to another campaign. If the Misuse arose from a failed delivery of funds to the Intended Beneficiary, we may also redirect your donation to the Intended Beneficiary; please see Section 3 “For Beneficiaries,” below, for details.

All resolutions are decided by Ahillz in our sole discretion, and all of our determinations are final.

Donor Exclusions. The following situations are excluded and do not give rise to benefits under this Policy:

- Seeking a refund for your donation to your own campaign;
- Seeking a refund for offline donations not transacted on the Platform;
- Regretting the donation;
- Personal disagreement with or dislike of the campaign organizer or beneficiary;
- Disagreement with how a campaign organizer or beneficiary uses funds raised in excess of the stated campaign goal at the time of your donation;
- Disagreement over the payment instrument or means by which the campaign organizer or Intended Beneficiary will receive the campaign funds;
- Undelivered offers, promises, rewards, or promotions made or offered by the organizer or beneficiary of the campaign;
- Donating to a campaign that has been removed for reasons other than Misuse;
- Unrestricted donations to a charity;

- Disagreement with Ahillz for any reason; and/or
- Any reason not based on the documented, objectively held belief that a Misuse has occurred.

You may be able to receive a refund in some instances even if you do not qualify for benefits under this Policy. Please contact Ahillz with questions.

For Beneficiaries

You may qualify for a contribution from Ahillz when you are the Intended Beneficiary of a Campaign, you reside in a Country, a Misuse has occurred in that the campaign organizer failed to deliver to you funds raised by the Campaign, and no exclusion exists as described below.

In the event of Misuse, as determined in our sole discretion, we agree to send you the undelivered funds (up to \$25,000 per beneficiary), exclusive of offline donations. Notwithstanding the foregoing, there may be certain instances where circumstances support us refunding donors in whole or in part in lieu of providing you with payment. All resolutions are decided by Ahillz in our sole discretion, and all of our determinations are final.

Beneficiary Exclusions. The following situations are excluded and do not give rise to benefits under this Policy:

- Not receiving funds due to garnishment or other withholding;
- Ahillz's decision to designate a beneficiary, regardless of whether they are the campaign's Intended Beneficiary;
- Disagreement over the payment instrument or channel through which you will receive your funds (for example, a check instead of electronic bank transfer);
- Your receipt of at least \$25,000 in contributions from Ahillz under this Policy in the prior 12 months;
- Campaigns where you did not incur the expenses the campaign was intended to reimburse (e.g. if you did not incur the funeral/burial expenses);
- Campaigns where you are not the Intended Beneficiary, even if you incur expenses the campaign was intended to reimburse;
- Allowing someone else to withdraw campaign donations on your behalf;
- A personal disagreement with or dislike of the campaign organizer or beneficiary; and/or
- A court order has directed delivery of a campaign's donations to the Intended Beneficiary.

Submitting a Claim

To make a claim under this Policy, you must meet the following criteria:

- You did not cause, contribute to, or induce the Misuse, whether directly or indirectly;
- You attempted to notify the campaign organizer of your concern, allowed at least 72 hours for the campaign organizer to address your concern, and used reasonable efforts to try to remedy the circumstances of the Misuse before submitting a claim (e.g. you may ask the campaign organizer for evidence of proper use or distribution of the funds);
- You fully completed the claim form and all subsequent requests for information for our evaluation and processing of your claim, including in most instances evidence of the Misuse;
- You agree to fully cooperate with any investigation by Ahillz or a law enforcement authority; and
- You agree to notify Ahillz if at any time you receive any communication or funds from the campaign organizer.

If you are a donor submitting a claim under this Policy, you must meet all of the following additional requirements:

- You still own the payment instrument you used to make the donation at issue and are authorized to

- accept a funds transfer back onto that payment instrument;
- You submitted your claim within one year of your donation date; and
- You must not have already filed a chargeback nor received a refund for the same donation.

If you are a beneficiary submitting a claim under this Policy, you must meet all of the following additional requirements:

- You must be clearly identified by the campaign's content as a beneficiary of the Campaign;
- You must not have received all of the funds raised by the campaign, exclusive of refunds, offline donations, and any other applicable payment-processor or third-party fees
- You submitted a claim within one year of the campaign's creation date
- You have reported the Misuse to your local law enforcement authority in the form of an official written report; and
- Upon Ahillz's request, you agree to return any contributed funds back to Ahillz if the missing funds due to the Misuse are ultimately provided to you by anybody other than Ahillz, including the campaign organizer or court order.

Abusive Claims

Abusive claims include but are not limited to the following:

- Filing excessive or duplicate claims;
- Colluding with any other user (including donor, campaign organizer, and/or beneficiary) to misrepresent facts or circumstances related to a campaign or donation, or otherwise fraudulently seek payment under this Policy;
- For donors, filing a chargeback after receiving a refund, filing a claim under this Policy after filing a chargeback, or initiating a payment or refund request using a fraudulent payment instrument; or
- Any claim for a campaign where you caused or induced the Misuse, whether directly or indirectly.

Users who file fraudulent claims are subject to consequences outlined in our Terms of Service. We reserve the right to investigate anyone through any means and to take appropriate action against anyone who, in our sole discretion, violates any of the terms or spirit of this Policy.

No Assignment or Insurance or Warranty

This Policy is not intended to constitute an offer to insure, does not constitute insurance or an insurance contract, does not take the place of insurance obtained or obtainable by you, and you have not paid any premium in respect of the Policy. The benefits provided under this Policy are not assignable or transferable by you. This Policy is not a warranty against fraud or any other misuse of the Platform. We encourage you to donate only to campaign organizers and beneficiaries you know and trust.

Modification or Termination

Ahillz reserves the right to modify or terminate this Policy, at any time, in its sole discretion, and without prior notice. If we modify this Policy, we will post the modification on the Ahillz website or provide you with notice of the modification and we will continue to process all claims made prior to the effective date of the modification.

Entire Agreement and Definitions

This Policy constitutes the entire and exclusive understanding and agreement between Ahillz and you regarding

the subject matter herein and supersedes and replaces any and all prior oral or written understandings or agreements between Ahillz and you regarding your ability to claim or qualify for a refund or payment from Ahillz.

Ahillz's Terms of Service

The terms of this Policy are hereby incorporated by reference into Ahillz's Terms of Service. In the event of conflict, the Terms of Service will take precedence over the terms of this Policy. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Ahillz Terms of Service.

Other Requirements

You agree that a certain minimum donation amount may apply to qualify for benefits under this Policy, and that all donation payments remain final and will not be refunded unless Ahillz, in its sole discretion, agrees to issue a refund under the terms of this or other Policy.

No Waiver

You agree that Ahillz's decision to grant benefits under this Policy does not constitute a waiver of its right to decline refunds, payments, or other benefits in the future for any reason in its sole discretion.

Questions

If you have any questions about this Policy, please contact us at support@ahillz.com.