

Terms of Service for Sota Fundraisings Website

These Terms of Service ("Terms") govern your use of the Sota Fundraisings website (the "Website") operated by Sota Fundraisings Inc. ("we," "us," or "our"). By accessing or using the Website, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you must not use the Website.

1. **Acceptance of Terms** By accessing or using the Website, you affirm that you are at least 18 years old or have the necessary legal capacity to enter into a binding agreement. You also acknowledge that you have read, understood, and agree to be bound by these Terms and any additional terms and conditions provided within the Website.
2. **Use of the Website**
 - 2.1 **Eligibility:** The Website is intended for use by individuals and organizations seeking to engage in fundraising activities ("Users"). You agree to use the Website only for lawful purposes and in compliance with all applicable laws and regulations.
 - 2.2 **Account Creation:** In order to access certain features of the Website, you may be required to create an account. You are responsible for maintaining the confidentiality of your account information and are fully responsible for all activities that occur under your account.
 - 2.3 **Prohibited Activities:** You agree not to engage in any of the following prohibited activities while using the Website:
 - a. Violating any applicable laws, regulations, or third-party rights.
 - b. Using the Website for any fraudulent or unauthorized purpose.
 - c. Interfering with the proper functioning of the Website or attempting to gain unauthorized access to any portion or feature of the Website.
 - d. Uploading or transmitting viruses, malware, or any other malicious code.
 - 2.4 **User Content:** The Website may allow you to post, upload, or otherwise submit content ("User Content"). By submitting User Content, you grant us a worldwide, non-exclusive, royalty-free, transferable, and sublicensable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Content in connection with the operation of the Website.
 - 2.5 **Third-Party Links:** The Website may contain links to third-party websites or resources. We are not responsible for the content, products, or services on or available through these third-party websites. Your use of such third-party websites is at your own risk.
3. **Intellectual Property** All intellectual property rights in the Website, including but not limited to trademarks, logos, and copyrighted materials, are owned by or licensed to us. You agree not to use, copy, distribute, or modify any portion of the Website or its content without our prior written consent.
4. **Disclaimer of Warranties** The Website is provided on an "as is" and "as available" basis. We do not warrant that the Website will be error-free, secure, or uninterrupted. We disclaim all warranties, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
5. **Limitation of Liability** To the fullest extent permitted by law, we shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenue, whether incurred directly or indirectly, arising out of your use of the Website.

6. Indemnification You agree to indemnify, defend, and hold us harmless from any claims, liabilities, damages, costs, and expenses, including attorneys' fees, arising out of or related to your use of the Website, violation of these Terms, or any other breach of applicable laws or regulations.
 7. Modification and Termination We reserve the right to modify, suspend, or terminate the Website, or any part thereof, at any time and for any reason without prior notice. We may also suspend or terminate your access to the Website if we believe, in our sole discretion, that you have violated these Terms or any applicable laws or regulations.
 8. Governing Law and Jurisdiction These Terms shall be governed by and construed in accordance with the laws of [Jurisdiction]. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of [Jurisdiction].
 9. Severability If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.
 10. Entire Agreement These Terms constitute the entire agreement between you and Sota Fundraisings regarding the use of the Website and supersede any prior agreements or understandings, whether written or oral.
 11. Contact Us If you have any questions or concerns about these Terms, please contact us at Sota Fundraising Inc. 203 Cooper Ave N St.Cloud, Mn 56301
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