

Canary NGO Ltd. Terms of Use

Effective Date: March 10, 2026

Last Updated: March 10, 2026

The "Effective Date" above refers to the date that the current version of these Terms took effect. The "Last Updated" date refers to the date that these Terms were last substantively modified.

Acceptance of Terms

This Site is operated by Canary NGO Ltd. ("Organization," "we," "our," or "us"), a nonprofit organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, organized under the laws of Delaware, USA. Our mission is to advance charitable purposes through education, advocacy, and community engagement. By accessing or using this website, including but not limited to www.canary.ngo and www.spotlight.ngo (the "Sites"), you agree to be bound by these Terms of Use (the "Terms") and our Privacy Policy, which is incorporated herein by reference and available at [Privacy Policy URL]. If you are located in the European Economic Area ("EEA"), United Kingdom, or Switzerland, additional terms in the "International Users and Data Transfers" section below apply to you.

If you do not agree to these Site Terms, please do not use the Sites.

You must be at least 13 years of age to use the Sites. If you are between 13 and 18 years of age (or the age of majority in your jurisdiction), you may only use the Sites with the consent and supervision of a parent or legal guardian who agrees to be bound by these Terms. By using the Sites, you represent and warrant that you meet these requirements.

Intellectual Property and Site Content

Unless otherwise indicated, the Organization or its licensors own all content on the Sites, including without limitation all copyrights, trademarks, trade names, corporate, entity, product, service or other names, slogan or identifiers, service marks, designs, text, graphics, layout, logos, pictures, audio/video clips, information or data (collectively, the "Content").

All Content is protected by U.S. and international copyright, trademark and other intellectual property laws.

Except for the limited right to access and use the Sites for personal, non-commercial purposes, no right, title, or interest in any Content is transferred to you. All rights not expressly granted are reserved.

Permitted Use

You agree to use this Sites only for lawful purposes and in a manner consistent with these Terms. You may use the Sites to learn about our mission, sign up for our newsletter, and make charitable donations.

Newsletter Subscription: By subscribing, you consent to receive email communications. You may unsubscribe at any time via the "unsubscribe" link or by contacting hello@canary.ngo.

Charitable Donations: All donations are voluntary and generally non-refundable. However, refunds may be issued in the following circumstances: (a) duplicate or erroneous transactions; (b) unauthorized or fraudulent use of payment credentials; (c) processing errors; or (d) as otherwise required by applicable law. Refund requests must be submitted to hello@canary.ngo within thirty (30) days of the donation date. We use third-party payment processors and do not store full payment card information. We reserve the right to refuse or refund any donation believed to be fraudulent or made in violation of these Terms. Donations do not create any contractual right or entitlement to services or benefits. The Organization will provide tax receipts for donations as required by IRS regulations. Contributions to Canary NGO Ltd. are tax-deductible to the extent permitted by law; however, it is the responsibility of the donor to determine the tax-deductibility of any contribution based on their individual circumstances. Please consult your tax advisor for guidance.

Charitable Solicitation Disclosures: Canary NGO Ltd. is registered to solicit charitable contributions in accordance with applicable state laws. Certain states require the following disclosures: Registration with a state does not imply endorsement by the state. A copy of our financial information may be obtained by contacting us at the address below or from the applicable state agency. Florida: A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE 1-800-435-7352 WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE. Additional state-specific disclosures are available upon request.

Prohibited Conduct

You agree not to:

- Use the Sites in any way that violates applicable laws or regulations
- Attempt to gain unauthorized access to any portion of the Sites
- Interfere with the operation or security of the Sites
- Submit false or misleading information
- Post or transmit any "spam," defamatory, or obscene material
- Use automated bots or scrapers to access Site data without permission
- Impersonate any person or entity or misrepresent your affiliation
- Attempt to reverse engineer, disrupt, or test vulnerabilities of the Sites

Copyright Complaints (DMCA)

- If you believe that any content on the Sites infringes your copyright, please send a notice to our designated Copyright Agent containing: (a) a description of the copyrighted work you claim has been infringed; (b) a description of the material you claim is infringing and its location on the Sites; (c) your contact information (name, address, telephone number, and email); (d) a statement that you have a good faith belief that the use is not authorized by the copyright owner, its agent, or the law; (e) a statement, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the owner; and (f) your physical or electronic signature.
- Please send DMCA notices to: Canary NGO Ltd., Attn: Copyright Agent, 2390 E Camelback Road, Suite 130 PMB #1273, Phoenix, AZ 85016-3449, or by email to hello@canaryngo with "DMCA Notice" in the subject line.

Use of Content

You may not copy, reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, transmit, or otherwise exploit any Content on the Sites without our prior written permission, except as necessary for personal, non-commercial use of the Sites.

Modification or Removal of Content

Notwithstanding any Site Terms, Canary reserves the right, without notice and in its sole discretion, to discontinue the Sites or any services offered through the Sites and to terminate your access to the Sites at any time without notice. In addition, Canary reserves the right to delete, edit or modify any and all Content contained on the Sites and any services offered through the Sites at any time without notice.

Third-Party Links and Other Materials

Our Sites may contain links to third-party websites or resources ("Third-Party Content"). Such Third-Party Content is not under our control, and we are not responsible for the content, accuracy, or practices of any third-party websites.

Links are provided for convenience only and do not constitute endorsement. Your use of third-party sites is at your own risk and subject to their terms and policies.

Disclaimer of Warranties

All content on the Sites is provided on an 'as is' and 'as available' basis, without warranties of any kind, whether express, implied, statutory, or otherwise.

Canary makes no representations or warranties, whether express or implied, as to the accuracy, completeness, security of the Sites, associate systems, software, equipment, services, materials or information, reliability, quality, absence of error, availability, access, use, or the absence of viruses, or harmful processes or information. We do not warrant that the Sites will be uninterrupted, secure, error-free, or free of viruses or harmful components.

The Content is provided for general informational purposes only.

Limitation of Liability

To the fullest extent permitted by law, in no event shall the Organization be liable to you or any third party for any indirect, incidental, consequential, special, or punitive damages arising out of or related to your use of or inability to use the Sites.

Nothing in these Terms excludes liability that cannot be excluded under applicable law, including liability for gross negligence, willful misconduct, or fraud.

Our total aggregate liability to you for all claims arising out of or relating to these Terms or your use of the Sites shall not exceed one hundred U.S. dollars (\$100.00) or the total amount you have donated to the Organization in the twelve (12) months preceding the claim, whichever is greater.

Indemnification

You agree to defend, indemnify, and hold harmless the Organization and its officers, directors, employees, volunteers, and agents (collectively, the "Indemnified Parties") from and against any claims, damages, costs, actions, demands, liabilities, settlements, and expenses (including without limitation reasonable attorneys' fees) arising out of or related to: (a) your breach of these Terms; (b) your violation of any applicable law or regulation; (c) your violation of any third-party rights, including intellectual property or privacy rights; (d) any content you submit or transmit through the Sites; or (e) your fraudulent or willful misconduct. This indemnification obligation shall not apply to the extent that a claim arises from the gross negligence or willful misconduct of the Indemnified Parties. The Organization reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you agree to cooperate with our defense of such claims.

Changes to the Terms of Use

We may revise, update, or otherwise modify these Terms at any time in our sole discretion. Any changes will be effective upon posting to the Sites with a revised "Last Updated" date. For material changes that significantly affect your rights or obligations, we will provide notice by posting a prominent announcement on the Sites or, where we have your email address, by sending you an email notification. Your continued use of the Sites after the posting of modifications constitutes your acceptance of the revised Terms. We encourage you to review the Terms periodically. If you do not agree to the revised Terms, you must stop using the Sites.

Governing Law

The Site Terms and your use of the Sites are governed and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles. You irrevocably and unconditionally consent and submit to the exclusive jurisdiction of the state and federal courts in the State of Delaware over any action or proceeding relating to the Site Terms.

Dispute Resolution

Informal Resolution: Before initiating any formal dispute resolution proceeding, you agree to first contact us at hello@canary.ngo and attempt to resolve any dispute informally for at least thirty (30) days. Most concerns can be resolved quickly and satisfactorily through informal communication.

Binding Arbitration: If we are unable to resolve a dispute informally, you and the Organization agree that any dispute, claim, or controversy arising out of or relating to these Terms or your use of the Sites shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules. The arbitration shall be conducted in Phoenix, Arizona, or at another mutually agreed location, or via telephone or video conference if agreed by the parties. The arbitrator's decision shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

Class Action Waiver: To the fullest extent permitted by applicable law, you and the Organization agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. If this class action waiver is found to be unenforceable, then the entirety of this arbitration provision shall be null and void, and the dispute shall proceed in court.

Exceptions: Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property rights or confidential information. Additionally, this arbitration provision does not preclude you from bringing issues to the attention of federal, state, or local agencies, which may seek relief on your behalf.

Accessibility

We are committed to making our Site accessible to all users. If you experience difficulty accessing any part of the Site, please contact us at hello@canary.ngo.

International Users and Data Transfers

We make no representation that the Sites are appropriate or available for use outside the United States. Access from other jurisdictions is at your own risk, and you are responsible for compliance with local laws. If you access the Sites from outside the United States, please be aware that your personal information may be transferred to, stored, and processed in the United States, where data protection laws may differ from those in your country of residence.

Miscellaneous

Severability. If any provision is found unenforceable, the remaining provisions remain in full force.

Waiver. Failure to enforce any provision is not a waiver of that provision.

Entire Agreement. These Terms and the Privacy Policy constitute the entire agreement between you and the Organization regarding the Sites.

Assignment. You may not assign your rights under these Terms without our consent. We may assign ours freely.

Survival. The following provisions shall survive termination of these Terms: Intellectual Property and Site Content, Use of Content, Disclaimer of Warranties, Limitation of Liability, Indemnification, Dispute Resolution, Governing Law, and any other provisions that by their nature should survive.

Force Majeure. The Organization shall not be liable for any failure or delay in performing its obligations under these Terms due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, civil unrest, government actions, labor disputes, utility or communications failures, cyberattacks, or pandemic.

Electronic Communications. By using the Sites or providing your email address to us, you consent to receive electronic communications from us. You agree that all agreements,

notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Headings. The section headings in these Terms are for convenience only and have no legal or contractual effect.

Contact Us

If you have questions about these Terms, please contact us at:

Canary NGO LTD
2390 E Camelback Road, Suite 130 PMB #1273
Phoenix, AZ 85016-3449
Phone: 480-256-2267
Email: hello@canary.ngo.