Terms of Use

**Terms of Use ("Terms")**

L a s t u p d a t e d : December 15, 2015 ​

Please read these Terms of Use ("Terms", "Terms of Use") carefully before using the http://www.This-Is-My-Earth.org (the "Service") operated by This Is My Earth (TiME), Inc.

**TiME special agreement with members and beneficiaries:**

TiME – members

1. Members can vote for a single project.
2. Every member has only one vote a year.
3. If a project is uploaded more than once (e.g. year after year) a member can vote for the same project every time the project is uploaded again.
4. TiME is responsible for transferring all donations and membership fees to the projects, unless a donor contributes money specifically for other TiME-related activities.
5. TiME will report its incomes and expenses on the website every year.
6. Renewal of membership will be allowed at any time during the year.
7. Members will receive an electronic receipt for membership fee and for donations.
8. A group (e.g. a family or a school class) can provide a single payment and receive multiple voting privileges depending on the total sum.

TiME – projects

1. TiME will distribute all its income from donations to projects according to the relative numbers of votes each project receives during a particular year.
2. A project will be funded only if it has reached the minimum funding levels needed for purchasing land.
3. If a project hasn’t reached the minimum but can match TiME’s funds with an external source of funding it will be given 4 month to come up with such a match.
4. If a project fails to receive the funds on a certain year, the funds will be transferred to the subsequent year overall budget and will be distributed among projects on the next year. The reason for this rule is that every year proposed projects are graded by the scientific committee and there is a chance that a project that has not been funded will not be chosen by the committee during the second year.
5. A project that is reloaded into a new round begins with 0 (zero) votes.
6. Individuals or organizations representing beneficiary projects will sign a contract with TiME before receiving the money (including payment plans and schedules).
7. As part of this contract, beneficiary projects will be required to send an update on the use of TiME’s funding, and the ecological and social outcomes resulting from the associated purchases. These updates will be uploaded to the project’s page on TiME’s website
8. The beneficiary projects will accept periodic visits by TiME representatives. Visits of TiME’s representatives will be paid solely by the representatives or dedicated funds generated by TiME for this purpose and not by the projects themselves.
9. Projects will be available for voting until Dec 30. On Jan 1 new projects will be uploaded to TiME website unless the scientific committee decides to leave a project active for voting for another year.
10. If a project receives more money than it has requested, this money will be available for the project the next year if an application for a new related project has been approved by the scientific committee.
11. Projects that receive a sufficient number of votes, enabling them to receive funds from TiME (depending on that year’s TiME income) will begin to receive the money no later than the end of Februrary, after voting has been completed, subject to signing the contract with TiME.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

**Termination**

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

**Links To Other Web Sites**

Our Service may contain links to third ­party web sites or services that are not owned or controlled by This Is My Earth, Inc.

This Is My Earth, Inc. has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that This Is My Earth, Inc. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third­ party web sites or services that you visit.

**Governing Law**

These Terms shall be governed and construed in accordance with the laws of USA​without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

**Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 3​0 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

**Contact Us**

If you have any questions about these Terms, please contact us.