

# IGLESIA DEL EVANGELIO PLENO DE MIAMI INC

## Terms of Service Platform & Fiscal Sponsorship Agreement

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Effective Date: July 8th, 2025 | Last Updated: August 8th, 2025

### 1. Acceptance of Terms

By accessing or using the Iglesia Del Evangelio Pleno De Miami Inc Platform ("Platform"), you ("User," "Client," or "you") agree to be bound by these Terms of Service ("Terms") and all applicable laws and regulations. If you do not agree with any of these terms, you are prohibited from using or accessing this Platform.

### 2. Description of Service

Iglesia Del Evangelio Pleno De Miami Inc ("we," "us," or "our") provides a comprehensive nonprofit management platform that enables users to operate charitable projects under the fiscal sponsorship of Iglesia Del Evangelio Pleno De Miami Inc, a 501(c)(3) tax-exempt organization.

### 3. Fiscal Sponsorship Relationship

#### 3.1 Fiscal Sponsor

All projects operated through this Platform are fiscally sponsored by Iglesia Del Evangelio Pleno De Miami Inc, EIN: 65-0851584, which maintains 501(c)(3) tax-exempt status with the Internal Revenue Service.

#### 3.2 Model C Fiscal Sponsorship

Iglesia Del Evangelio Pleno De Miami Inc operates under a Model C fiscal sponsorship arrangement, whereby the organization exercises discretion and control over the use of donated funds and maintains ultimate responsibility for accomplishing the charitable purposes of sponsored projects.

#### 3.3 Legal Structure

Your project operates as a program of Iglesia Del Evangelio Pleno De Miami Inc, not as an independent legal entity. The organization maintains legal and fiduciary responsibility for all sponsored projects. All donations are legally the property of Iglesia Del Evangelio Pleno De Miami Inc and are held subject to its charitable purposes and donor intent.

#### 3.4 Tax-Exempt Benefits

Donations to your project are tax-deductible to the extent allowed by law, as they are made to Iglesia Del Evangelio Pleno De Miami Inc on behalf of your project.

### 4. User Eligibility and Responsibilities

#### 4.1 Eligibility

Users must be at least 18 years of age and have the legal capacity to enter into this agreement.

## 4.2 Project Requirements

Your project must: (a) align with charitable purposes under Internal Revenue Code Section 501(c)(3); (b) comply with all applicable federal, state, and local laws; (c) not engage in prohibited political activities or lobbying beyond legal limits; and (d) maintain accurate records and reporting.

## 4.3 User Responsibilities

You agree to: (a) provide accurate and complete information; (b) use funds solely for stated charitable purposes; (c) comply with all donor restrictions and grant requirements; (d) maintain proper documentation for all activities; and (e) cooperate with compliance reviews and audits.

# 5. Donation Processing and Fund Management

## 5.1 Model C Fiscal Sponsorship Framework

Under the Model C fiscal sponsorship arrangement, all donations are received directly by Iglesia Del Evangelio Pleno De Miami Inc, which exercises discretion and control over the use of such funds in accordance with charitable purposes and donor intent.

## 5.2 Donation Acceptance

All donations are received by Iglesia Del Evangelio Pleno De Miami Inc on behalf of your project and are subject to the organization's gift acceptance policies. The organization reserves the right to refuse any donation that does not align with its charitable purposes or policies.

## 5.3 Fund Disbursement

Subject to approval and compliance requirements, approved funds will be disbursed to your designated account within the timeframes specified in your service plan, typically within 5–14 business days. All disbursements are subject to the organization's discretion and oversight.

## 5.4 Financial Transaction Risks

**USER ACKNOWLEDGES AND AGREES THAT ALL FINANCIAL TRANSACTIONS, INCLUDING DONATION PROCESSING AND FUND TRANSFERS, CARRY INHERENT RISKS. IGLESIA DEL EVANGELIO PLENO DE MIAMI INC AND ALL AFFILIATED PARTIES SHALL NOT BE RESPONSIBLE FOR ANY LOSSES RESULTING FROM: PAYMENT PROCESSOR ERRORS, DELAYS, OR SYSTEM FAILURES; BANKING INSTITUTION HOLDS, FREEZES, OR PROCESSING DELAYS; NETWORK OUTAGES OR TECHNICAL MALFUNCTIONS; FRAUDULENT OR DISPUTED TRANSACTIONS; THIRD-PARTY SERVICE PROVIDER FAILURES OR ERRORS; OR ANY OTHER CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL.**

## 5.5 Donor Receipts

Iglesia Del Evangelio Pleno De Miami Inc will generate IRS-compliant donation receipts in accordance with applicable tax regulations.

# 6. Compliance and Reporting

## 6.1 Financial Oversight

Iglesia Del Evangelio Pleno De Miami Inc maintains ultimate responsibility for financial oversight and compliance with all applicable regulations.

## 6.2 Reporting Requirements

Users must provide the requested financial reports, documentation, and information necessary for compliance purposes.

### **6.3 Audit Rights**

Iglesia Del Evangelio Pleno De Miami Inc reserves the right to audit project activities and finances at any time.

## **7. Prohibited Activities**

Users may not use the Platform for: (a) illegal activities or purposes; (b) political campaigning or excessive lobbying; (c) private benefit or inurement; (d) activities that violate the organization's tax-exempt status; (e) fraudulent or misleading fundraising; or (f) discrimination based on protected characteristics.

## **8. Intellectual Property**

### **8.1 Platform Content**

Iglesia Del Evangelio Pleno De Miami Inc retains all rights to the Platform, including software, design, and proprietary content.

### **8.2 User Content**

You retain ownership of content you create, but grant Iglesia Del Evangelio Pleno De Miami Inc a license to use such content in connection with providing services.

## **9. Data Protection and Privacy**

Your privacy is important to us. Please review our Privacy Policy, which is incorporated into these Terms by reference.

## **10. Limitation of Liability and Financial Disclaimers**

### **10.1 General Limitation of Liability**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, IGLESIA DEL EVANGELIO PLENO DE MIAMI INC AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, AND AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, GOODWILL, OR USE, ARISING OUT OF OR RELATING TO YOUR USE OF THE PLATFORM OR SERVICES.**

### **10.2 Financial Transaction Disclaimer**

**IGLESIA DEL EVANGELIO PLENO DE MIAMI INC AND ALL AFFILIATED PARTIES EXPRESSLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY FOR ANY LOSS OF FUNDS, FAILED TRANSACTIONS, OR FINANCIAL DAMAGES THAT MAY OCCUR DURING THE PROCESSING, TRANSFER, OR HANDLING OF DONATIONS OR OTHER FINANCIAL TRANSACTIONS. THIS INCLUDES, WITHOUT LIMITATION: PAYMENT PROCESSING ERRORS OR FAILURES BY THIRD-PARTY PAYMENT PROCESSORS; BANK TRANSFER DELAYS, FAILURES, OR REVERSALS; TECHNICAL MALFUNCTIONS AFFECTING DONATION PROCESSING; FRAUDULENT TRANSACTIONS OR UNAUTHORIZED ACCESS TO ACCOUNTS; CURRENCY EXCHANGE FLUCTUATIONS; ACCOUNT FREEZES OR HOLDS IMPOSED BY FINANCIAL INSTITUTIONS; AND ANY OTHER CIRCUMSTANCES BEYOND OUR DIRECT CONTROL.**

### **10.3 Third-Party Services**

Users acknowledge that donation processing involves third-party service providers, including payment processors, banks, and financial institutions. IGLESIA DEL EVANGELIO PLENO DE MIAMI INC IS NOT RESPONSIBLE FOR THE ACTS, OMISSIONS, ERRORS, OR DEFAULTS OF SUCH THIRD PARTIES.

### **10.4 Cap on Liability**

**IN NO EVENT SHALL THE TOTAL LIABILITY OF IGLESIA DEL EVANGELIO PLENO DE MIAMI INC EXCEED THE AMOUNT OF FEES PAID BY THE USER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**

### **10.5 User Acknowledgment**

**BY USING THIS PLATFORM, THE USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THEY ASSUME ALL RISKS ASSOCIATED WITH ONLINE FINANCIAL TRANSACTIONS AND DONATION PROCESSING.**

## **11. Termination**

### **11.1 Termination by User**

You may terminate your account at any time with 30 days written notice.

### **11.2 Termination by Iglesia Del Evangelio Pleno De Miami Inc**

We may terminate your account for breach of these Terms, illegal activity, or at our discretion with reasonable notice.

### **11.3 Effect of Termination**

Upon termination, remaining funds will be distributed according to donor intent or applicable law.

## **12. Governing Law**

These Terms shall be governed by the laws of the State of Florida, without regard to conflict of law principles.

## **13. Modifications**

Iglesia Del Evangelio Pleno De Miami Inc reserves the right to modify these Terms at any time. Continued use of the Platform after modifications constitutes acceptance of the updated Terms.

## **14. Financial Risk Acknowledgment and Indemnification**

### **14.1 Risk Assumption**

User expressly acknowledges, understands, and agrees that: (a) online financial transactions and donation processing involve inherent risks, including system failures, processing errors, fraudulent activity, and technical malfunctions; (b) Iglesia Del Evangelio Pleno De Miami Inc cannot guarantee the successful completion of any financial transaction; (c) User assumes all risks associated with the use of electronic payment systems and online donation platforms; and (d) financial institutions, payment processors, and other third-party service providers operate independently and may impose their own terms, conditions, and limitations.

## 14.2 Indemnification

User agrees to indemnify, defend, and hold harmless Iglesia Del Evangelio Pleno De Miami Inc and its respective officers, directors, employees, agents, and affiliates from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) User's breach of these Terms of Service; (b) User's misuse of the Platform or services; (c) any financial losses or disputes arising from the User's project activities; (d) claims by donors, grantors, or other third parties related to the User's project; or (e) User's failure to comply with applicable laws and regulations.

## 14.3 No Warranty on Financial Transactions

**IGLESIA DEL EVANGELIO PLENO DE MIAMI INC PROVIDES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE RELIABILITY, ACCURACY, OR COMPLETENESS OF ANY FINANCIAL TRANSACTION OR DONATION PROCESSING SERVICE.**

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Iglesia Del Evangelio Pleno De Miami Inc | EIN: 65-0851584 | 501(c)(3) Tax-Exempt  
Organization

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