

# TERMS & CONDITIONS - "AREIVIM USA" PROGRAM

## GOALS AND PRINCIPLES

- 1) The goal of Areivim USA members is to assist families in which a parent has passed away leaving orphaned children with little or no means of support. The program was designed by Rabbanim and askanim who recognize that the mass fundraising campaigns which often are arranged for such families lead to much needless humiliation and pain. In addition, the costs of such campaigns, which can include appeals, parlor meetings, print and web advertising, and mailings, are prohibitive; and the results are often disappointing. Areivim USA presents a better and a more efficient alternative.
- 2) The collective goal of Areivim USA members is to collect and set aside a fund of up to \$150,000 for each never-married child under the age of thirty-two, and for every widow/widower left with three or more unmarried children. The funds from each collection are placed into a secure trust fund account.
- 3) Areivim USA is not **life insurance**. It is a community charity fund voluntarily funded by fellow Areivim USA members. *Halachically*, it is a *tzedakah* fund, and all contributions are subject to the laws of charity. All funds contributed to Areivim USA can be donated from *maaser* money. This includes contributions made when collections are arranged due to the passing of an Areivim USA member, *r"l*.
- 4) In the event of, G-d forbid, a large number of member deaths in a short period of time, such as those due to mass casualty events, or circumstances such as war, epidemics, pandemics, natural disasters, accidents, etc., Areivim USA will consult with its Rabbinical Board on proper procedures, and will follow the Rabbinical Board's decisions as to whether and to what extent to undertake any collections.
- 5) Upon joining Areivim USA, members waive the rights to sue or submit legal claims against Areivim USA (or any successor thereto), its Rabbinical Board, or any of its directors, officers, agents, contractors, volunteers or employees for any reason, including the failure or refusal to initiate collections. There are no oral agreements or other commitments between Areivim USA and its members, and no such oral agreements or commitments shall be given any legal effect.
- 6) Any applicant who submits false or misrepresented information, or who otherwise does not meet the Terms and Conditions of Areivim USA, will be disqualified from membership. If false or misrepresented information comes to light after the member's acceptance to the group, membership will be terminated immediately and retroactively, with the member receiving no benefits from membership. Past contributions of the member will not be returned.
- 7) Membership applications must be completed in entirety in order to be considered for eligibility. No application will be accepted without valid credit card or bank information.

## ENROLLMENT

- 8) There is no sign-up fee to join Areivim USA and there are no mandatory charges. Voluntary contributions will only be solicited in the event of the passing of a member, *r"l*.
- 9) Each family is considered one unit and will be asked to contribute a single contribution per orphan or eligible widow/widower. In the event of the passing of a member or their spouse, and upon application by the surviving spouse or by a family member, Areivim USA will initiate its evaluation process on behalf of the family. Widows, divorcees and single parents are also eligible to become members.
- 10) The Rabbinical Board of Areivim USA has determined that (i) collections will not be undertaken on behalf of survivors of members who were in ill health when they applied for membership, as ill health is defined by the Rabbinical Board.
- 11) Accordingly, eligibility for Areivim USA membership is contingent upon the full disclosure of medical conditions and history at the time of application and ALL applicants must complete the "medical history" section of the application and sign that the information provided is true. Applicants with any medical condition may be required to submit documentation and records for review by the Rabbinical Board, which may consult with medical professionals. The Rabbinical Board will determine membership eligibility on a case-by-case basis.
- 12) Failure to disclose a medical condition may disqualify the applicant from having a collection undertaken on their behalf. A collection will not be initiated on behalf of any family that did not include disclosure of medical conditions at the time of application.
- 13) Spouses of applicants who are deemed ineligible may join Areivim USA independently, provided that they are in good health, as outlined above. Collections will be arranged only in the event of the eligible spouse's passing.
- 14) Areivim USA will request medical records upon a member's passing to determine whether a fund should be collected.
- 15) Membership begins only on or after the date a Certificate of Membership, which includes the member's personal membership number, is issued. Members pledge to voluntarily contribute to all collections after their acceptance, unless they opt out of donating.
- 16) If an applicant is eligible for membership, contributions may be made by a separate donor on the member's behalf, provided that the member completes the entire application process including medical history, and is accepted into Areivim USA. For example, parents may make payments for their married children in the program, schools may make payments for their staff, etc.
- 17) Membership in Areivim USA is nontransferable and may not be sold, transferred, inherited, or acquired in any manner other than through the standard application process.
- 18) Members will be notified prior to any voluntary collection by Areivim USA, via contact information they have provided to Areivim USA, and may choose to opt out of any such collection by notifying Areivim USA within 48 hours of being notified of such collection.
- 19) It is the responsibility of members to notify Areivim USA of any address, email address, telephone number, or other changes to their contact details or bank/credit card information.
- 20) Membership rights may be terminated at any time if pledges are not paid in a timely fashion.
- 21) Areivim USA on behalf of its members will determine the amount of funds raised and distributed per orphan, based on an evaluation of need, as determined through predetermined criteria.
- 22) The Rabbinical Board is authorized to make policy changes to Areivim USA, should it be deemed necessary. In all cases of dispute, Areivim USA will call upon its Rabbinical Board to serve as arbitrators. The decisions of the Rabbinical Board are final, and are not open to appeal or discussion.
- 23) Residents of Israel are excluded from membership in Areivim USA. Areivim USA limits membership to persons who are Torah observant.
- 24) Applicants commit themselves to all terms and conditions by signing this application.

## CONTRIBUTIONS

- 25) In the event of a member death, each family will be asked to voluntarily contribute a one-time sum for each eligible orphan, as well as for the surviving spouse, if there are three or more never-married children under age thirty-two in the household. The collection amount will depend on the size of the group, with group members collectively raising the target amount. Spousal collections will be made only for current spouses of the deceased. Collections will not be made for divorced former spouses.
- 26) The collection target of Areivim USA members of \$150,000 per orphan or eligible widow/widower is based on a minimum group membership of approximately 15,000.
- 27) Areivim USA will not ask its members to contribute more than forty-two dollars in any given month. That sum will cover the collection for several orphans; the exact number of which may differ, depending on the size of the group. The greater the number of members in the group, the lower the amount expected to be solicited from each member per orphan, and the larger the number of orphans to be collected for in a single month. The precise collection amount per orphan will be determined by the Areivim USA Rabbinical Board.
- 28) In the event that additional funds (over \$42) are required for one family's collection, the remaining monies will be collected in the month(s) following the initial collection.
- 29) The bereaved family's funds will be overseen and distributed by trustees comprised of all or some of an Areivim USA representative, a representative of the family, a financially-proficient individual selected by the family, and a rabbinical advisor. All trustees must be approved by Areivim USA.
- 30) Individuals who do not intend to benefit from Areivim USA's group program may still join as members, and may check a box on the application providing that they are joining as donor members. As such, they will be part of every collection to support orphans and surviving spouses in the community, and earn the great merit of charity. Such members can join the collection by completing the attached Program Registration Form, and selecting the desired donation per orphan. They may donate as much as they wish per orphan and may choose the maximum amount to be collected per month.