

# Software and Service Information for Volunteering Catalog

This Software and Service Information document for Volunteering Catalog (“**SSIVC**”) only applies if the Client has executed a valid Order Document for Volunteering Catalog. This SSIVC applies to Volunteering Catalog only, for terms applicable to other products and services please refer to the relevant Software and Service Information document available at: <https://benevity.com/software-and-service-information>.

Capitalized terms used in this document will have the meanings described in Order Document, unless defined elsewhere in this SSIVC (including the glossary at Schedule A) or in the Agreement available online at: [https://b-hive.benevity.com/hc/en-us/article\\_attachments/27453774207636](https://b-hive.benevity.com/hc/en-us/article_attachments/27453774207636)

Benevity may update the SSIVC from time to time as set out in the Agreement.

## Early Access terms

If Client has purchased a subscription to Volunteering Catalog from May 12, 2025 through to December 31, 2025 (“**Early Access Period**”), the following terms apply in addition to those detailed below in this SSIVC:

A Client’s subscription to Volunteering Catalog during the Early Access Period (“**Early Access VC**”) is made available on a trial basis as the product is still in early stages of development. Unless agreed by Benevity in writing or required by law, Early Access VC is provided “AS-IS” without any express or implied warranties. Early Access VC may not come with support and may be incomplete or have errors. Benevity may change or terminate Early Access VC at its discretion with reasonable notice. In no event will Benevity be liable to Client for any damages, losses, or causes of action relating to Early Access VC. If Client continues using Volunteer Catalog after the Early Access Period, Client will pay any applicable fees reasonably charged by Benevity.

## A. Overview

Benevity’s volunteering catalog simplifies volunteer program management by providing a curated library of global volunteering opportunities (“**Opportunities**”) designed to help boost employee engagement and drive community impact.

Benevity sources Opportunities from a diverse network of nonprofits, enabling End Users to easily find options that align with their interests and values. While the volunteering

catalog focuses on identifying and listing Opportunities, ready-to-consume volunteer events ("**Events**") may be offered separately at Benevity's discretion as further detailed below.

Unless otherwise specified in the Order Document, Benevity is not responsible for organizing Events; rather, it facilitates connections by listing potential Opportunities for the Client or End Users to coordinate directly with Eligible Nonprofits to create events if applicable to their program.

## B. Product/ Service Information

### 1. Volunteering Catalog

As stated in the Order Document, the Client will have access to Benevity's catalog of volunteering opportunities ("**Volunteering Catalog**") and services. Benevity collates the Volunteering Catalog by connecting with Eligible Nonprofits around the world to source virtual/remote or in-person Opportunities based on the Eligible Nonprofits' needs. These Opportunities may be recurring or one-time activities generally with no fixed date/time. The Volunteering Catalog Opportunities may vary according to the Eligible Nonprofits' needs and, unless otherwise agreed, Benevity makes no representation as to the specific number or types of Opportunities and Eligible Nonprofits which will be available in the Volunteering Catalog at any given time.

Once the Eligible Nonprofit shares the volunteering Opportunities with Benevity, Benevity reviews a selection of the Opportunities for quality assurance (per Benevity's internal quality assurance process) and then uploads them on to the System.

### 2. Add-on: Opportunity Sourcing

Where the Client has subscribed to the Opportunity Sourcing Add-on, in addition to making available the Opportunities within the Volunteering Catalog, Benevity will reach out to Eligible Nonprofits in order to source an agreed number of additional Opportunities in the specific location(s) or format(s) (virtual or in person) for the Term as set out in the Order Document ("**Bundles**") and according to the timetable agreed by the Parties during the implementation as set out below ("**Opportunity Sourcing**"). Opportunities are first and foremost based on the Eligible Nonprofits' needs in order to maximise impact.

Unless otherwise stated in the Order Document, Bundles are purchased on an annual recurring basis. Any unused Bundles will expire at each renewal and are neither refundable nor transferable to a later contract year. Should the Client not renew the Bundles, the Opportunities sourced under the Opportunity Sourcing Add On will either be removed or archived from the Client's

System, while the Opportunities in Volunteering Catalog will remain available as long as the Client maintains an active Early Access VC subscription.

### **Implementation**

- A plan will be created and implemented together with the Client which will outline timelines, the deliverables, the delivery schedule, location prioritization and activity format(s) (virtual or in person) as well as each Party's clear roles and responsibilities ("**Plan**").
- Benevity will deliver the Opportunities throughout the year, according to the delivery schedule as mutually agreed set out in the Plan. Any dates in the Plan are indicative and not a firm delivery commitment by Benevity. In no event will Benevity be required to deliver all Opportunities in one batch at the start of the Agreement.

### **In scope**

- Bundles of Opportunities (i.e. not Events) which are included within Benevity's location list (available on request).
- Prospecting and onboarding new Nonprofits/Opportunities if no suitable Opportunities can be found within the System.
- Opportunities will be provided in the quantity, category, format (In person or Virtual) and locations stated in the Order Document or as agreed between the Parties during implementation. Clients may then choose to filter or exclude Opportunities from their System at their discretion however they will not be replaced with other Opportunities.
- Benevity will use commercially reasonable endeavors to replace any Opportunities which expire prior to consumption by the Client due to the Eligible Nonprofit's needs changing during the contract year.

### **Out of Scope**

- Event coordination or management, this is available separately as the Opportunity Coordination Add-On.
- Any additional or peripheral costs attached to a sourced Opportunity, such costs will be communicated to the Client.
- Sourcing in locations outside of Benevity's available location list (available on request).
- Sourcing of Opportunities in languages other than English, German, French, Spanish unless specified in the Order Document.
- Sourcing of Opportunities focused on a specific nonprofit pillar or theme. Benevity may, using reasonable commercial efforts, accommodate such requests, taking into

consideration availability of Eligible Nonprofits, Eligible Nonprofit needs at the time, and Client program timelines.

### 3. Add-on: Opportunity Coordination

Where the Client has purchased the Opportunity Coordination Add-on, Benevity will, in collaboration with the Client, help coordinate, in the quantity and locations detailed in the Order Document, the volunteering Event details, such as date, time, number of participants, agenda with the Eligible Nonprofit and Client/End User. Client and Benevity will agree on the number, format and location of Event Slots required based on a range of Events to be coordinated. The Opportunity Coordination Add On is only available for Opportunities already within the Volunteering Catalog. Should Client require coordination for Opportunities not within the Volunteering Catalog, Client will need to purchase Opportunity Sourcing Bundles.

A slot is a period of time that is available or used for a particular volunteering occurrence/project/event for an End User volunteer ("**Slot**"). One slot means there is the possibility for one volunteer to participate in the Event. Once the Event details have been agreed by the Parties, the number of Slots associated with the Event may only be amended with the Benevity's prior consent and the number of Slots recorded for the Event will be considered consumed regardless of the number of actual Event participants on the day.

Unless otherwise stated in the Order Document, Slots are purchased on an annual recurring basis and unused Slots at the Agreement renewal date will not be refunded or rolled over into subsequent contract years.

The Client will designate accountable points of contact for Benevity to liaise with for each Event and commits to responding in a timely manner for the smooth organization of Events.

#### Event Cancellation

- In General: In no case will Benevity be responsible for any failure or cancellation of an Event.
- Cancellation of an Event, or reduction in the number of participants, up to **eleven (11) business days** (or as specified by the Eligible Nonprofit) prior to the Event by either the Client or the Eligible Nonprofit:
  - Benevity will re-credit the Slots for the Event to the Client.
- Cancellation of an Event, or reduction in the number of participants, **within ten (10) business days or less** (or as specified by the Eligible Nonprofit) of the Event:
  - By the Client: Slots will be considered consumed and will not be returned to the Client. Any additional fees which have been prepaid by the Client in this case will not be refunded to the Client.
  - By the Eligible Nonprofit: Benevity will make all commercial efforts to either offer an alternative Event where possible or, if impossible, postpone the Event and the Slots to a later date to be agreed by the Client and the Eligible Nonprofit. Any

additional fees which have been prepaid by the Client in this case will be credited to the Client and held by Benevity for use on another Event.

#### In scope

- A bundle of Slots that Benevity will coordinate/book for the Client in specific locations which are included within Benevity's location list (available on request).
- Unless otherwise specified, Events will cater to between two (2) and ten (10) volunteers (i.e up to ten Slots). If support for a larger group of volunteers is required, the Benevity will assess the request to analyze its feasibility.
- Event requests must be submitted by the Client with reasonable prior notice which in no event will be less than eight weeks before the requested date or as otherwise indicated by the Eligible Nonprofit for Benevity to coordinate with the nonprofit, identify dates/times and organize logistics.
- The Parties will agree timelines for Event requests which also require Opportunity Sourcing by Benevity, on a case by case basis.

#### Out of scope

- Coordination in locations outside of Benevity's available activity catalog locations. i.e: coordination which also requires sourcing of Opportunities unless Client has also purchased the Opportunity Sourcing Add-On
- Day-of management or on-site presence by a Benevity employee whether virtual or in-person. Additional fees for the Event which may be charged by the Eligible Nonprofit will be payable by Client on a pass through basis. Additional fees may include but not be limited to costs related to donations, equipment such as bags or gloves, liability insurance, on site staff. Benevity will communicate such costs to the Client prior to the Event.
- Insurance costs: Client will be required to take out their own insurance for the Event as required.
- Tracking the number of actual Event participants: the Client will be responsible for ensuring sufficient participants for the Event.

## C. Volunteering in practice

### 1. Volunteering agreement

Eligible Nonprofits, Benevity, End Users, or Benevity in the case of Opportunity Coordination, may propose on the System various services to be rendered ("**Proposals**") or activities, events or actions ("**Actions**") to be undertaken in favor of Eligible Nonprofits (collectively "**Benefits**") so that End Users may respond to them and provide the related Benefit in favor of such Eligible Nonprofits or undertake the proposed Action. Any agreement regarding the volunteering will be solely between the End User and the Eligible Nonprofit. Benevity is not a party to any such agreement and acts solely as an independent intermediary and/or IT service provider.

## 2. End Users and Eligible Nonprofits Responsibilities for Volunteering Opportunities

### i. Submission of Proposals and Required Information

It is the responsibility of the End User or Eligible Nonprofit submitting a Proposal to include all essential and relevant information about the proposed event, activity, or object. This information must be complete and accurate to enable proper evaluation and participation.

The End User or Eligible Nonprofit may include the following:

- Authorized and properly licensed photos that relate to the proposed Opportunity,
- Specifics of location, date, and time slots for the activity or event,  
Known risks and restrictions associated with the Opportunity, including but not limited to: Age restrictions, height or physical condition limitations, and special considerations in the case of illness, pregnancy, or other medical conditions.

Benevity will not conduct or request any form of risk assessments in relation to Opportunities. End Users are strongly encouraged to seek additional information directly from the relevant Eligible Nonprofit as needed, particularly concerning risk or accessibility concerns.

### ii. Disclosure of Fees and Taxes

The End User or Eligible Nonprofit is also required to inform Benevity of any applicable taxes, levies, or regulatory charges that may apply at the location of the event. Examples include:

- Local entertainment or venue taxes
- Municipal or provincial levies specific to public gatherings

The End User or Eligible Nonprofit must also provide sufficient details to allow Benevity to collect these applicable taxes or fees, and satisfy any statutory or regulatory obligations arising from the event location.

### iii. Responsibility for Fulfillment of Opportunities

It is the duty of the End User or Eligible Nonprofit to ensure that all Proposals made through the System:

- Are for real, viable events or activities, and
- Can be performed and delivered at the date and time chosen by the End User during the booking or acceptance process.

Benevity disclaims all liability for any failure by the End User or Eligible Nonprofit to deliver the proposed activity or event.

#### iv. Risk Management and Liability

The burden of evaluating and managing risk lies solely with the End User or Eligible Nonprofit proposing or facilitating an Opportunity .

Responsibilities include:

- Taking all appropriate security measures,
- Maintaining adequate insurance coverage to cover liabilities or damages,
- Carrying out risk assessments if necessary, based on the nature of the Opportunity or activity.

Benevity shall not be held liable for:

- Property damage
- Personal injury (including death)
- Any harm incurred by End Users in the course of participating in a volunteer Opportunity listed on the System

#### v. Commitments and Cancellations

The End User has the sole responsibility to commit only to those Benefits that they are reasonably able to provide at the time of sign-up. The End User should carefully assess their availability, capacity, and any potential risks before committing to a Proposal.

If an Opportunity or event is cancelled—whether by the End User or by the Client—such cancellation will be subject to the cancellation provisions outlined elsewhere in the VCSSI.

### 3. Disclaimers

Due to the collaborative nature of the Opportunities listings, some errors may appear in the Opportunities posting on the System. Benevity, using reasonable commercial efforts, will monitor the content posted in the System and when posting Opportunities will use reasonable endeavors to ensure the content is accurate, qualitative, and up to date.

Unless otherwise specifically agreed in the Order Document, Benevity does not organize or have responsibility for Opportunity logistics (including time and location) for volunteers, catering services, t-shirts/goodies or other elements associated with Events.

Benevity does not have any of its employees present at the Events – physical or virtual. The Eligible Nonprofit and/or local champions/ambassadors of the Client are in charge of the event management.

### 4. Benevity Rights

Benevity reserves the right in its sole discretion to:

- Reject Proposals or Opportunities which it deems not to be useful to the Eligible Nonprofits,
- limit the duration of announcements of Opportunities on the System, and
- reject Proposals or suspend Opportunities at any time to follow applicable laws and regulations.

## **D. Effect of Termination**

Termination of the Order Document for the System for whatever reason shall automatically terminate and cancel any Proposals, Opportunities, and Benefits as of the effective date of termination of the System license granted under the terminated Order Document.

*Last Updated: June 3rd, 2025*



## Schedule A Definitions

Capitalized terms used herein will have the meanings described in this Schedule A unless defined elsewhere herein or in the MSA available online [here](#)<sup>1</sup>.

Depending on which System the Client is using the following terms shall have the following alternate meanings:

ALAYA	SPARK
Actions/Benefits	Volunteering Missions
Activity	Opportunity
Beneficiary	Eligible Nonprofit
Client/Enterprise/Employer	Client
Employee	End User
Platform	System Benevity Platform
User	Participant

<sup>1</sup> [https://b-hive.benevity.com/hc/en-us/article\\_attachments/27453774207636](https://b-hive.benevity.com/hc/en-us/article_attachments/27453774207636)