

# End User Terms of Use

## PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SYSTEM.

The following terms of use (“**Terms of Use**”) apply to the system and services supplied by Benevity which include Benevity’s workplace solutions (including without limitation the Spark solution for donations, Volunteering, Affinity Groups and pro-social “Missions” activity measurement) and public-facing and/or client-sponsored donation websites (collectively, the “**System**”) and they supersede earlier versions of these Terms of Use in place between you and Benevity with respect to the System.

By using the System, you agree to these Terms of Use including any updates that are made from time to time and you acknowledge that you are entering into a direct relationship with us (and, if you donate to one of the Foundations we work with, you are also entering into a direct relationship with that Foundation), in addition to any other relationship that you may have entered into separately with your employer, a Corporate Sponsor, a Matching Partner and/or a Cause. For assistance with use of the System, consult the user information located under the applicable “Help” and/or FAQ’s section(s) of the System. For an explanation of Benevity’s collection, use and storage of your personal information, please read the Privacy Policy (located at page footer under [Privacy Policy](#)) which is incorporated by reference into these Terms of Use.

### First let’s get to know each other better and identify who does what:

Who/What	Means
Benevity/We/ Us	Benevity, Inc and its affiliates (“our” refers to something belonging to us)
You	You, the System end user (“your” refers to something belonging to you)
Your employer	The organization you work for (as employee or contractor), if it has entered into an agreement with us
Corporate Sponsor	An organization (other than your employer) using the System to implement a Giving Program
Matching Partner	An organization that works with your employer or a Corporate Sponsor to match donations (for example, a charitable foundation connected with your employer)
Cause(s)	A charity(ies) or non-profit organization(s)

Foundation(s)	Independent charitable foundation(s) that work with us; they receive and disburse donations to Causes
Giving Program	A giving program for the facilitation of donations which is managed by us, a Corporate Sponsor and/or your employer

## 1. The System and Your Profile and Account Responsibilities

1.1 We are granting you access to the System further to an agreement with your employer and/or through a Giving Program managed by us, a Corporate Sponsor and/or your employer. In exchange for this access to the System you:

- a. warrant that you are competent, eligible and qualified to enter into these Terms of Use in accordance with applicable laws and regulations;
- b. warrant that all information you provide to the System is accurate and you will keep it current;
- c. must comply with all applicable laws and regulations when using the System and participating in any Giving Program, Volunteering, Affinity Group and/or Missions opportunity or activity and you acknowledge and agree that Benevity, the Foundations, your employer, a Corporate Sponsor and a Matching Partner, as applicable, may not be aware of all laws and regulations that apply to you;
- d. must comply with all rules and regulations of any particular Giving Program, Volunteering, Affinity Group and/or Missions opportunity or activity that you participate in including maintaining confidentiality of other System users where required or where such confidentiality is reasonably expected;
- e. must comply with the Benevity Platform Guidelines located at [https://cdn.bfldr.com/ZZ11QL2O/as/56fx794hxkcz6p92v6p5b3/Benevity\\_Platform\\_Guidelines](https://cdn.bfldr.com/ZZ11QL2O/as/56fx794hxkcz6p92v6p5b3/Benevity_Platform_Guidelines);
- f. are limited to one account on the System;
- g. are responsible for and agree to maintain the confidentiality of your System password and are responsible for all activities that occur in your System account;
- h. authorize us to act upon any changes, instructions and activities that are made to your System account using your password;
- i. will treat our staff and other System users with courtesy and respect;
- j. agree we may send you important information and notices about the System and your account to your work email and/or any alternate email you provide to us;
- k. acknowledge you may have the ability through various System solutions to provide consent for your information to be shared with others through the System and you agree that such consent and withdrawal of consent is governed by the terms provided in the applicable consent mechanism, which terms are incorporated by reference into these Terms of Use;
- l. must not impersonate any other person nor allow any other person to impersonate you or use your account on the System;
- m. must promptly notify us if you learn of any unauthorized access to or use of your System account;
- n. must not use any other person's credit card, online payment account or other payment method nor allow any other person to use your credit card, online payment account or other payment method while using the System;
- o. must not intentionally interfere with the operation of the System nor intentionally interfere with any Giving Program;

- p. must not collude with any other person or organization—including without limitation your employer or any Cause, Corporate Sponsor or Matching Partner—to violate these Terms of Use or any other terms and conditions applicable to use of the System;
- q. must not disassemble, decompile, reverse engineer, reproduce, modify, create derivative works from, display, publish, distribute, disseminate, post online or otherwise, broadcast or circulate to any third party any Material (defined below) without prior written consent from Benevity;
- r. must not use any robot, spider, other automatic device or manual process to monitor, scrape, or copy the System or any related content; and
- s. must not submit any link or content that:
  - i. is in exchange for payment or other consideration from another person or organization,
  - ii. infringes or violates the intellectual property or other rights of us or any other person or entity,
  - iii. breaches any duty of confidentiality that you owe to anyone,
  - iv. is harassing, defamatory, abusive, lewd, pornographic, obscene or otherwise objectionable,
  - v. contains or installs any viruses, worms, bugs, Trojan horses, malware or other code or files or programs designed or having the capability to disrupt, damage or limit the functionality of any software or hardware, or
  - vi. contains false or deceptive language, unsubstantiated or comparative claims regarding our or others' products, advertising, commercial referrals, spam, chain letters or any other solicitation, including solicitation of lawsuits.

**1.2** All materials contained in the System—including without limitation software, designs, text, images, photography, illustrations, audio clips, video clips, artwork, graphic material, animation or other copyrightable elements, the selection and arrangements thereof and all trademarks, service marks, trade names, trade dress and patents (the “**Material**”)—are the property of Benevity, licensors or other respective owners and are protected, without limitation, pursuant to applicable copyright, trademark and patent laws. Any feedback provided by you on the System will become the sole property of Benevity.

**1.3** We reserve the right, in our sole discretion and without prior notice to you, to:

- a. remove any content submitted or posted to the System by you or others; and
- b. suspend or terminate your System account if we suspect that you have violated any portion of these Terms of Use or for any other reason, in addition to any other action we may be legally entitled to take against you.

Your employer or the Corporate Sponsor and/or Matching Partner, as applicable, may also suspend and/or terminate your participation in any Giving Program for any reason without prior notice.

## **2. Releases, Limitation of Liability, Disclaimers and Indemnification**

**2.1 Releases.** THE RELEASES IN THESE TERMS OF USE APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. NEITHER BENEVITY NOR ANY FOUNDATION (AS DEFINED IN THESE TERMS OF USE), NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, ASSIGNS OR REPRESENTATIVES, IS LIABLE FOR, AND

YOU AGREE TO RELEASE, FOREVER DISCHARGE AND HOLD THEM HARMLESS FROM AND AGAINST, THE FOLLOWING:

- a. ANY DIRECT, INDIRECT, SPECIAL, COMPENSATORY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, CLAIM, LOSSES OR EXPENSES, HOWEVER CAUSED, INCLUDING WITHOUT LIMITATION ANY PERSONAL INJURY, DEATH, LOSS OF USE, LOST OR INCORRECT DATA, PROPERTY DAMAGE, LOST PROFITS, OPPORTUNITY COST, BUSINESS INTERRUPTION OR ANY OTHER ECONOMIC LOSS IN RELATION TO YOUR USE OF THE SYSTEM; OR
- b. ANY RELIANCE ON INFORMATION PROVIDED ON THE SYSTEM OR OTHERWISE, ANY DAMAGES YOU MAY SUFFER IF YOU TRANSMIT CONFIDENTIAL OR SENSITIVE INFORMATION TO US OR IF WE COMMUNICATE SUCH INFORMATION TO YOU AT YOUR REQUEST OR DAMAGE RESULTING FROM FAILURE OF EQUIPMENT, THE INTERNET OR THIRD PARTY SYSTEM FAILURE.

YOU HEREBY WAIVE ANY RIGHT YOU MAY HAVE TO COMMENCE OR PARTICIPATE IN ANY CLASS ACTION AGAINST BENEVITY OR ANY FOUNDATION AND, WHERE APPLICABLE, YOU ALSO AGREE TO OPT OUT OF ANY CLASS ACTION PROCEEDING AGAINST BENEVITY OR A FOUNDATION.

THE RELEASES IN THESE TERMS OF USE APPLY REGARDLESS OF WHICH PARTIES OR PORTION(S) OF THE SYSTEM WERE INVOLVED, HOW CAUSED AND UNDER ANY THEORY OF LIABILITY INCLUDING WITHOUT LIMITATION NEGLIGENCE (IN WHOLE OR IN PART), STRICT LIABILITY AND BREACH OF CONTRACT, AND THEY SHALL SURVIVE TERMINATION OF YOUR USE OF THE SYSTEM AND THESE TERMS OF USE FOR ANY REASON.

**2.2 Limitation of Liability.** In the event a court of competent jurisdiction disallows any portion of the releases and holds Benevity or a Foundation, or any of their respective directors, officers, employees, agents, affiliates, successors, assigns or representatives, liable for any act or omission relating to these Terms of Use then you agree such liability is limited to a maximum of USD\$100 in the aggregate provided, however, that if applicable law prohibits such limitation of liability then you agree that liability is limited to the minimum amount required under such law.

**2.3 Disclaimers.** The System is provided “as is” and “as available” without representations or warranties of any kind, either express or implied. We do not warrant that the functions contained in or on the System will be uninterrupted or error-free or that defects will be corrected. We make no representation or warranty as to the legitimacy and legality of any particular Cause listed on the System, it being understood that Causes listed are based upon listings provided and updated by the applicable charitable regulatory authorities in applicable countries. Information posted in the system by a Cause, your employer, a Corporate Sponsor or any other System user is solely within that entity's responsibility and does not necessarily reflect the views of Benevity or the Foundations; we make no representation or warranty as to the accuracy, legitimacy or reliability of such posted information.

**2.4 Indemnification.** Indemnification provided under these Terms of Use applies to the extent permitted by applicable law. In consideration of your access to and use of the System, you agree to indemnify Benevity, the Foundations and your employer, Corporate Sponsor and Matching Partner, as applicable, and their respective directors, officers, employees, agents, affiliates, successors, assigns

and representatives, against any and all liability, causes of action, tax liability, penalties, fees, costs (including legal fees and costs), losses, expenses and claims arising from or related to your use of the System and/or participation in any Giving Program or Missions, Volunteering or Affinity Groups activity including without limitation any breach of these Terms of Use or any fraud, misrepresentation or abuse committed by you or by any other person using your account.

### **3. Missions**

This Section applies if you have access to Benevity's Missions solution. You acknowledge and agree that:

- a. your employer, you and/or other people employed/contracted by your employer may create, post and/or participate in challenges or pro-social activities through the Missions solution;
- b. Benevity and the Foundations are not responsible for your participation in nor the content or information provided in the Missions solution including without limitation the accuracy or reliability of any information presented or any risk or outcome associated with any particular challenge or activity;
- c. Benevity only provides the Missions solution on the System and does not organize or participate in Missions challenges or activities;
- d. with respect to any particular Missions challenge or activity, your relationship (if any) is directly with your employer, other people employed/contracted by your employer and/or other participants in the applicable Missions challenge or activity, as applicable; and
- e. the accuracy of data used, collected and/or presented through the Missions solution is not intended to match that of scientific research.

### **4. Volunteering**

This Section applies if you have access to Benevity's Volunteering solution. You acknowledge and agree that:

- a. a Cause, your employer, you and/or other people employed/contracted by your employer may create, post and/or participate in opportunities or activities through the Volunteering solution;
- b. Benevity and the Foundations are not responsible for your participation in nor the content or information provided in the Volunteering solution including without limitation the accuracy or reliability of any information presented or any risk or outcome associated with any particular Volunteering opportunity or activity;
- c. Benevity only provides the Volunteering solution on the System and does not organize or participate in Volunteering opportunities or activities;
- d. with respect to any particular Volunteering opportunity or activity, your relationship (if any) is directly with the Cause, your employer, other people employed/contracted by your employer and/or other participants in the applicable Volunteering opportunity or activity, as applicable; and
- e. if your employer or a Corporate Sponsor or Matching Partner chooses to donate an amount to a Foundation in recognition of your volunteer hours, you may be provided the opportunity to make a Donor Recommendation (as defined below) of a Cause through your System account in accordance with the Giving Programs section of these Terms of Use.

### **5. Affinity Groups**

This Section applies if you have access to Benevity’s Affinity Groups solution. You acknowledge and agree that:

- a. your employer, you and/or other people employed/contracted by your employer may create, post and/or participate in groups through the Affinity Groups solution, including setting the rules and regulations governing membership and confidentiality of the applicable Affinity Group(s);
- b. Benevity and the Foundations are not responsible for your participation in nor the content or information provided in the Affinity Groups solution including without limitation the accuracy or reliability of any information presented or any risk or outcome associated with any particular Affinity Group(s);
- c. Benevity only provides the Affinity Groups solution on the System and does not organize or participate in Affinity Groups;
- d. with respect to any particular Affinity Group, your relationship (if any) is directly with your employer, other people employed/contracted by your employer and/or other participants in the applicable Affinity Group, as applicable; and
- e. if you cease to be a member of an Affinity Group, you must return or destroy any copies you have of content/information from the Affinity Group, unless you have received written permission from your employer or the administrator(s) of the Affinity Group to retain such content/information.

## 6. Giving Programs

This Section applies if you have access to a Giving Program managed by us, a Corporate Sponsor and/or your employer.

**6.1 Donations - How it Works.** When you make a donation through the System one of the Foundations receives your donation directly. The Foundation also receives donation advice sent from the System as to which recipient Cause(s) you recommend, based on the Cause(s) that you selected in the System (“**Donor Recommendation**”). The Foundation aggregates all donations, including any applicable matching donations from your employer, Corporate Sponsor and/or Matching Partner, and makes disbursements to Causes for charitable purposes. While the Foundations endeavour to follow Donor Recommendations, they are not obligated to do so as, due to applicable laws and regulations, the Foundations maintain **exclusive legal control and discretion over donated funds** and operate similar to a “donor advised fund” model (except in very limited circumstances where required by law—for example, Fonds de Participation Solidaire in France). Donations are **not refundable**. Any interest earned on donations belongs to the Foundation.

Table 1 below lists the current available Foundations by jurisdiction/country offering—your employer and/or the Corporate Sponsor may have chosen a subset of these for the applicable Giving Program(s) and Benevity may revise the list and/or its country offering at any time in its sole discretion.

**Table 1:** Foundations that receive and disburse donations:

Country Offering	Foundation
Aotearoa New Zealand	Aotearoa New Zealand Online Giving Foundation

Australia	The Trustee for the Australian Online Giving Foundation
Canada	Canadian Online Giving Foundation
France	Fonds de Participation Solidaire
Germany	Haus des Stiftens für Unternehmen & Non-Profits gGmbH
India	Online Giving Foundation
Ireland	The Irish Online Giving Foundation
United Kingdom	Charitable Giving
United States	American Online Giving Foundation, Inc.
Localized Currency Experiences – currently Israel, Japan, Philippines, Poland, Sweden, Switzerland, South Africa, Italy, Singapore, and Spain	The UK Online Giving Foundation
Global cross-border donations and donations to non-profit organizations (also referred to as “Benevity One World”)	The UK Online Giving Foundation

**6.2 Restrictions on Donations.** As required by various laws and regulations, it is your responsibility to ensure you do not make a donation and Donor Recommendation for any of the following directly or indirectly, in whole or in part:

- a. to discharge an obligation that is legally enforceable against you or any other person; or
- b. in exchange for a more than incidental benefit or any other impermissible private benefit received by you or any other person affiliated with you, including without limitation memberships, dues, tickets, sponsorships, meals or tuition.

It is also your responsibility to ensure you are permitted to make a donation and Donor Recommendation in accordance with all other laws and regulations that apply to you **PRIOR TO** making such donation and Donor Recommendation.

**6.3 Matching.** Donations made as part of a matching initiative (whether through peer matching or matching from your employer, a Corporate Sponsor or Matching Partner) are with the understanding that the match amount listed is an estimate based on what your peer, employer, Corporate Sponsor or

Matching Partner, as applicable, has stated they would donate as a matching amount. Benevity and the Foundations are not responsible for any matching amounts not fulfilled by the applicable matching entity.

**6.4 Recurring Payroll or Credit Card Donations.** You may at any time change your settings in the System to stop or change future recurring payroll or credit card donations, as applicable. Such changes will not be effective for the next scheduled donation if such amounts are committed or in process.

**6.5 Donation Documentation.** A document evidencing your donation may be provided to you from the applicable Foundation, in respect of actual donations received by the Foundation in accordance with these Terms of Use, as a PDF file accessible through the System or by email or reflected on your employee payroll record or other method; it may be issued immediately after a one-time donation is made by credit card or other online payment method or upon different timing in the event of payroll giving or recurring donations by credit card or other online payment method and typically no later than two (2) months following the end of the calendar year in which the donation was made. Such documentation may not be issued to you if you have not provided the information required by December 31 of the calendar year in which you made the donation(s) or if the Foundation determines that such documentation cannot be issued under applicable law. Benevity and/or the applicable Foundation may void or cancel any documentation evidencing donation that was improperly issued through the System for any reason.

While a donation may be eligible for tax deductibility, we do not provide tax or legal advice and make no representations as to whether any donation documentation issued by a Foundation will provide any tax benefit for you. You should consult your own tax and legal advisors respecting the actual tax or other impact of donations made by you through the System.

**6.6 Administrative Fees.** The Foundations deduct an amount to cover administrative and operating expenses (the “**Cause Support Fee**”) from all donations they receive prior to disbursing to Causes, unless paid for by your employer, Corporate Sponsor or Matching Partner, as applicable. For Benevity’s public-facing donation website, the Cause Support Fee is typically 2.9% of the donation amount. For other Giving Programs, please consult your Giving Program administrator (whether through your employer or Corporate Sponsor) to obtain information regarding the applicable Cause Support Fee percentage and whether your employer, Corporate Sponsor or Matching Partner is paying for the Cause Support Fee.

If your donation is made by credit card or other merchant account payment method, the applicable merchant account charges (“**Merchant Fees**”) will also be deducted from the donation amount, unless paid for by your employer, Corporate Sponsor or Matching Partner, as applicable. The Merchant Fees currently applied are a certain percentage of the donation (as set forth in the online fee schedule found at [https://cdn.bfldr.com/ZZ11QL2O/at/5rxzs54q3b4p3n8j6kbw3wf7/Benevity\\_Fees\\_Schedule\\_092023.pdf](https://cdn.bfldr.com/ZZ11QL2O/at/5rxzs54q3b4p3n8j6kbw3wf7/Benevity_Fees_Schedule_092023.pdf)) and such Merchant Fees may be split between the merchant account provider and the applicable Foundation.



If your donation is received in a currency that is different from the currency used in the applicable country offering (as chosen by your employer and/or the Corporate Sponsor) and/or location of the recipient Cause or applicable Foundation, then a foreign currency exchange may be undertaken at the sole discretion of the applicable Foundation or Benevity, in order to process the donation. In such case, a foreign exchange markup may be applied on the currency exchange from one currency to another, including on any intermediate currency conversions that the Foundation(s) and/or Benevity deem appropriate in their sole discretion. The foreign exchange markup is currently equal to a certain percentage of the interbank exchange rate (as set forth in the online fee schedule found at [https://cdn.bfldr.com/ZZ11QL2O/at/5rxzs54q3b4p3n8j6kbw3wf7/Benevity\\_Fees\\_Schedule\\_092023.pdf](https://cdn.bfldr.com/ZZ11QL2O/at/5rxzs54q3b4p3n8j6kbw3wf7/Benevity_Fees_Schedule_092023.pdf)). Such markup rate is subject to change in the event that the banking partner of the applicable Foundation adjusts the applicable foreign exchange fee. Benevity may update the above-mentioned fee schedule from time to time, and any such changes will come into effect immediately upon Benevity's updates. Such markup may be split between the applicable Foundation and its banking partner.

Cause Support Fees, Merchant Fees and foreign exchange markup do not reduce the donation amount reflected on any donation documentation issued to you.

**6.7 Disbursement Timing.** A Foundation, in its sole discretion, determines whether and when to make disbursements to Causes. While a Foundation may typically disburse to Causes during the calendar month that follows the month in which the Foundation received a donation (e.g. if the Foundation received a donation in January, then it would typically disburse such donation, less fees, to a Cause in February), there are several exceptions to regular cadence disbursements such as when minimum donation/disbursement thresholds or maximum limits apply, if Causes require different timing for disbursement, if special circumstances as described below apply, etc.

**6.8 Special Circumstances.** There may be certain circumstances where donations cannot be disbursed in accordance with a Donor Recommendation including without limitation where:

- a. a Donor Recommendation is not provided within the time required by the relevant Giving Program;
- b. a required match for a donation has not been provided to the Foundation by the entity providing the match;
- c. a recommended Cause is no longer registered or in good standing with the relevant regulatory agency or is otherwise suspended or no longer in our cause database; or
- d. the Foundation, exercising its discretion over the donated funds, chooses to decline to follow a Donor Recommendation.

In such event, the Foundation will make the determination of the Cause to which and the timing within which such disbursement will be made. The Foundation may choose, in its sole discretion, to allow you or your employer or Corporate Sponsor, as applicable, to make an alternate Donor Recommendation, but it is not obligated to do so.

**6.9 Disbursement by Check.** To increase efficiencies, we encourage recipient Causes to provide electronic banking information so they may receive electronic payment of disbursements. If a Cause located in the U.S. or Canada has not signed up for electronic payment through the System, then, as

an administrative convenience to the applicable Cause and disbursing Foundation, a minimum dollar amount of at least \$100 (CAD or USD, as applicable) (the “**Manual Check Threshold**”) in total donations recommended for the Cause across the System is required to be met before a manual check will be sent to the Cause. However, amounts allocated to a recipient Cause that are below the Manual Check Threshold will be “swept” annually if the amount being disbursed is at least CAD/USD\$20, resulting in a distribution of such amounts by check approximately once every twelve months. If, at the time of an annual “sweep”, all amounts allocated to a recipient Cause are below CAD/USD\$20 and the Cause has not signed up for electronic payment through the System, then the related Donor Recommendation may be rejected and the applicable donors may, at the Foundation’s or Benevity’s sole discretion, be given an opportunity to provide alternate Donor Recommendations.

In addition, if a recipient Cause does not enroll for electronic payments, then a manual check fee (as determined from time to time in Benevity’s sole discretion and as set forth in the online fee schedule found at [https://cdn.bfldr.com/ZZ11QL2O/at/5rxzs54q3b4p3n8j6kbw3wf7/Benevity\\_Fees\\_Schedule\\_092023.pdf](https://cdn.bfldr.com/ZZ11QL2O/at/5rxzs54q3b4p3n8j6kbw3wf7/Benevity_Fees_Schedule_092023.pdf)) will be applied on check disbursements to cover processing costs and will be deducted from applicable disbursements. Recipient Causes outside of the U.S. or Canada will typically need to sign up for electronic payment through the System in order to receive disbursements. An important advantage of electronic funds transfer (EFT) is that for most countries (except occasionally in countries located in Africa, South America or Asia) there is no minimum disbursement threshold for electronic payment of disbursements.

**6.10 Payroll Deductions.** If you are participating in a workplace Giving Program and are donating by payroll deduction, by accepting these Terms of Use you irrevocably direct your employer or its designee to transfer wages owing to you from your employer to the applicable Foundation in the amounts you have designated for donation to the Foundation through the System by one-time or recurring payroll deduction. You acknowledge and agree that with respect to your employer’s or its designee’s holding of such funds until transfer to the Foundation:

- a. your employer or its designee has agreed to act as limited agent for the Foundation with respect to such funds until transfer;
- b. such funds may be commingled with donation funds from other System users;
- c. your employer or its designee, as agent, has all the powers of a natural person with respect to such funds, including without limitation all those necessary to deal with and transfer the funds pursuant to these Terms of Use and any applicable Giving Program;
- d. your employer or its designee has no duty to invest the funds; and
- e. Benevity and/or the applicable Foundation has the right, without notice to you, to amend the terms of this agency as it/they may determine in its/their sole discretion.

**6.11 Gift Cards.** This Subsection applies if your Giving Program allows you to purchase or receive a charitable gift card. When someone purchases a gift card through the System, they are making a donation to the applicable Foundation and allowing their chosen recipient to make a Donor Recommendation of a Cause in their stead.

**6.12 India.** If you donate through the India country offering (as enabled by your employer), the applicable Foundation is Online Giving Foundation (“**OGFI**”). OGFI is a charitable public trust registered in India but not registered under the Foreign Contribution (Regulation) Act, 2010 as amended from time to time (the “**FCRA**”); as such, OGFI is prohibited from accepting foreign contributions. You must **NOT** make any donations to OGFI unless you are an Indian citizen residing in India and your donations are not “foreign contributions” under the FCRA. You agree you will complete forms/documentation and provide us and/or OGFI with information as requested to ensure compliance with this subsection.

Should you use a third party service provider to make a donation to OGFI, you recognize that you may be subject to such provider’s terms of use governing the collection, processing, facilitation and remittance of funds through established banking, clearance and settlement systems. Should a banking, clearance and settlement system or other financial institution decline, withhold or delay processing of donations or remittances, require us or OGFI to provide additional information, institute additional safeguards, checks and balances or take such other action as deemed appropriate in compliance with applicable law, you agree to assist us and/or OGFI with any such compliance obligations and fully cooperate in resolving any questions that a banking, financial institution or governmental authority might have.

## **7. Miscellaneous**

**7.1 Applicable Law and Jurisdiction.** These Terms of Use will be governed by and interpreted in accordance with the laws of the State of New York which govern your use of the System without regard to such jurisdiction’s conflict of laws rules. The courts of the State of New York have exclusive jurisdiction over any dispute arising out of your use of the System or these Terms of Use. YOU IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY.

**7.2 Entire Agreement.** Regarding the matters addressed in these Terms of Use and your use of the System, these Terms of Use constitute the entire agreement between you and Benevity and/or the Foundations, as applicable.

**7.3 Foundation Rights.** You acknowledge that your obligations under these Terms of Use are owed to and for the benefit of us and the applicable Foundations. In addition to our rights, you acknowledge that the applicable Foundation, as third party beneficiary, has the right to enforce the contractual obligations and is entitled to remedies under these Terms of Use.

**7.4 No Waiver.** A failure to exercise or enforce a right available to us under these Terms of Use does not constitute a waiver and we may exercise or enforce such right or any other right in our sole discretion.

**7.5 Severability.** If any provision of these Terms of Use is declared invalid or unenforceable by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity so that the remainder of that provision and all remaining provisions of these Terms of Use will continue in full force and effect.

**7.6 Survival.** The provisions of these Terms of Use which by their nature are intended to survive termination, including without limitation the releases, limitations of liability, disclaimers, indemnifications, ongoing obligations, proprietary rights and miscellaneous provisions, will survive.

**7.7 Assignment.** We may assign any or all of our rights and/or obligations under these Terms of Use to another party for any reason without notice to or consent from you.

**7.8 Headings.** Any headings in these Terms of Use are for the convenience of the reader only and are not intended to affect the meaning or interpretation of these Terms of Use.

**7.9 Governing Language.** These Terms of Use may be translated from English into one or more language(s). In the event of any conflict between the English language version of these Terms of Use and any subsequent translation into any other language, the English version of these Terms of Use is the official version and will govern.

## **8. Updates**

We reserve the right, in our sole discretion, to revise these Terms of Use at any time by posting a new version on the System and/or our website and such new version will become effective on the date it is posted. Your continued use of the System constitutes your acceptance of the revised Terms of Use.

If you have any questions regarding these Terms of Use, your use of the System or any other matter relating to Giving Programs or the Missions, Volunteering or Affinity Groups solutions, please contact us at [support@benevity.com](mailto:support@benevity.com).

*Last Updated: February 2024*