

General Terms & Conditions

1. DEFINITIONS

Unless otherwise stated, the following definitions shall apply across all documents included within the Contractual Documentation and shall have the meanings set out below:

Action(s)

Any activity that can be undertaken through the Platform such as donations – in time, money or in kind. –, actions to offset its carbon footprint, respond to surveys, undertake fundraising, launch challenges, lead workshops, etc.

Benevity regularly expands and modifies the Services that can be undertaken through the Platform. The Benefits that can be offered through the Platform are listed on the Platform and are accessible (to the extent decided by the Employer for the Employees in the SaaS Agreement) through it.

Beneficiary(ies)

Any individual or organization, for-profit or not-for-profit, admitted to the Platform by Benevity or an Employer and in favor of which Companies and Employees may offer Benefits.

Benefit(s)

Any Action undertaken in favor of a Beneficiary.

Benevity, Inc.

Benevity's parent company Benevity, Inc.

Benevity or Benevity or us

Means Benevity SA ([CHE-420.775.974](#)) headquartered at Quai de l'Île 13, 1204 Geneva, Switzerland

Benevity Disbursement Solution

The payment solution widget on the Platform owned and operated by Benevity, Inc. which allows Employees to make tax effective financial donations to selected Beneficiaries through Foundations.

Client(s) or Employer(s)

Any legal entity or organization under private or public law User that uses Benevity's Services and makes the Platform available to its Employee.

Contract

The user agreement that is entered into between us and you upon your acceptance of the GTCs.

Contractual Documentation

The documents listed in clause 3.1 all form part of the Contractual Documentation and shall apply as relevant to the User, Client or Beneficiary as the case may be.

Employee(s)

Any User employed in any form whatsoever by a Client of Benevity and authorized both by Benevity and their Employer to use the Platform. Students of schools, unless specified otherwise, shall be considered as Employees under the Contractual Documentation.

GTCs or General Terms and Conditions

These general terms and conditions, as the case may be, in the version as modified by Benevity.

Platform

The secure pages of the Site, accessible only to registered Users via the following link: www.alaya.world and allowing in particular interactions between Beneficiaries and Employees so that the latter can offer Benefits or undertake Actions.

SaaS Agreement

The license agreement entered into by Clients and Benevity provisioning Platform usage rights for their Employees.

Service(s)

The services offered by Benevity as described in Sections 2.1 and 2.2.

Site

The website at www.alayagood.com and any other domains pointing to this address.

User or you

Anyone using the Platform or any other media powered by Benevity.

2. THE SERVICES

2.1. Benevity's ambition is to make the world a better place by enabling Businesses and Employees to undertake Benefits in favor of Beneficiaries or other Actions through the Platform.

2.2. In particular, Benevity enables interactions between Employees of an Enterprise and the Beneficiaries through its Platform, as well as the possibility for Employees to undertake various Actions.

2.3. Only registered Users can propose, search and undertake Benefits or Actions through the Platform.

2.4. The GTCs apply to all Services offered by Benevity. Special provisions may apply to certain Services offered by Benevity and are subject to special contracts with the Companies or Beneficiaries.

3. THE CONTRACT

3.1. By using the Platform and Services offered by Benevity you agree to be bound by the following Contractual Documentation as relevant to your User profile (i.e Client, Employee, Beneficiary or other user type):

- a. The present General Terms and Conditions;
- a. Our [Privacy Policy](#);
- a. Our [Cookie Management Policy](#);
- a. Special provisions, including:
 - (i) the [SaaS Agreement](#) (accessible and applicable only to Clients);
 - (ii) the [conditions applicable to the admission of the Beneficiaries](#) (applicable only to the Beneficiaries) ;
 - (iii) the [conditions applicable to the use of the Platform](#) (applicable to all Users); and
 - (iv) any [provisions applicable to certain Services](#) (applicable to all Users).

3.2. The terms and conditions, [privacy policy](#), [cookie management policy](#) and special provisions applicable to certain services offered by Benevity are an integral part of the Agreement between you and Benevity.

3.3. In providing Benefits, you accept, in addition to the Contractual Documentation described in art. 3.1, any special conditions set by the Beneficiaries as specified in the [conditions applicable to the use of the Platform](#) and [provisions applicable to certain Services](#).

4. USING THE PLATFORM – IN GENERAL

4.1. the Site is accessible to any User, registered or not.

4.2. The Platform is only accessible to registered Users.

4.3. The data that you transmit to us, or that is transmitted to us, when registering for and using our Services is managed in accordance with our [Privacy Policy](#).

4.4. You must be capable of discernment for registering and using the Services dedicated to registered Users offered by Benevity, including the provision of Benefits unless otherwise agreed to by Benevity and its Clients. We refer you to the terms and conditions set forth in our [Privacy Policy](#) for further details.

4.5. It is your responsibility to provide current, accurate and complete information when registering and using the Platform. In accordance with our [Privacy Policy](#), you may correct inaccurate information/data concerning you at any time.

4.6. There is no right to create and maintain a profile on the Platform and/or to participate in it, and we are free to refuse or exclude a User at any time, without giving any reason.

4.7. The Platform requires the use of cookies. These are managed in accordance with our [Cookie Management Policy](#).

5. USE OF THE PLATFORM – ILLEGAL, INACCURATE OR INAPPROPRIATE CONTENT

5.1. Benevity does not systematically monitor the content posted on the Platform, nor is it obligated to do so. Each User is solely responsible for the content posted on the Platform. When Benevity publishes information on the Platform in the name and on behalf of a User (including the Beneficiaries), it is the User's responsibility to verify that the information posted on the Platform complies with the information provided to Benevity.

5.2. Users undertake not to post illegal content on the Platform, such as racist, pornographic, violent or defamatory content, content violating the rights of third parties, etc. Benevity reserves the right to delete any content on the Platform that it deems to be illegal or infringing on its rights or the rights of third parties and to exclude, temporarily or permanently, any User who has posted such content on the Platform, without prior notice.

5.3. Users further agree not to post inaccurate, misleading, obscene, derogatory, offensive or otherwise inappropriate content on the Platform. Benevity also reserves the right to delete without notice any content that, in Benevity's reasonable opinion, falls into any of these categories. The User who has posted such content may be temporarily or permanently excluded from the Platform without notice.

5.4. A complaint form is available to Users and any third party, on the Site and the Platform, to draw Benevity's attention to such content. In the absence of such a form, Users may draw Benevity's attention to such content through the general contact form.

6. WARRANTY

6.1. Benevity makes all reasonable efforts to ensure that the information on the Platform (and the social networks it uses) is accurate. However, Benevity assumes no liability in this regard.

6.2. The contents of the Platform do not constitute advice, recommendations, warranties, or authorizations from Benevity. They are not intended to be used as a basis for making (or not making) any decision and/or for any use whatsoever. Any User who makes a decision on the basis of, or otherwise uses, the contents of the Platform does so at his or her own risk. Benevity expressly excludes all warranties, including in particular any warranty of fitness for a certain purpose and non-infringement of rights.

7. RESPONSIBILITY

7.1. In general. Subject to mandatory exceptions provided by law, Benevity's liability is excluded for all of its Services and for any content placed by Benevity, or its Users, on the Platform.

7.2. Content posted by Users/links. It is reminded that Benevity is not obliged to verify the contents and links posted on the Platform by Users and is therefore not responsible for the contents and links contained therein, nor for the consequences of recording erroneous or inaccurate data. Benevity expressly excludes liability for the legality, accuracy, truthfulness, quality, timeliness, completeness and/or reliability of the content posted on the Platform and the content of external sites to which links posted on the Platform may point and for the consequences of the recording of inaccurate or incorrect data on the Platform.

7.3. Technical problems. Subject to express commitments to the contrary, Benevity declines all responsibility for temporary unavailability and/or malfunctioning of the Site or Platform, whatever the cause.

8. COMPENSATION

8.1. Each User agrees to indemnify Benevity, its subsidiaries, affiliates, employees, directors, officers, consultants, representatives, successors or assignees (for the purposes of this section only, "Benevity Affiliates") for any damages suffered by Benevity or Benevity Affiliates in connection with claims by third parties (including other Users) arising out of such User's acts or omissions on the Platform, including but not limited to infringement of third party intellectual property rights or any other violation of third party rights. The indemnification will also cover legal, trial, procedural, expert, negotiation, consulting and any other costs and expenses incurred by Benevity and Benevity Affiliates for the defense.

8.2. Benevity will promptly notify the applicable User in writing of any claim made by a third party against Benevity or Benevity Affiliates. The Affected User (i) agrees to assist Benevity or Benevity's Affiliates in any legal or other proceedings brought by the allegedly aggrieved third parties; (ii) agrees to provide Benevity or Benevity Affiliates with all information necessary to defend Benevity or Benevity Affiliates, (iii) grants Benevity or Benevity Affiliates the exclusive authority to conduct such defense and/or to appoint a representative of its choice to do so, and (iv) grants Benevity and Benevity Affiliates, and where applicable their representative, the exclusive authority to enter into a settlement agreement, after prior consultation with the applicable User.

9. INTELLECTUAL PROPERTY

9.1. The Site and the Platform, including their interfaces and codes, are the exclusive property of Benevity and may not be reproduced or otherwise used by Users, except in the context of normal use of the Platform.

9.2. Unless otherwise specified, Benevity authorizes Users to reproduce and distribute the contents of the Site and the Platforms created by Benevity (e.g., editorial articles), provided they expressly acknowledge Benevity as the source of the content in question.

9.3. The User guarantees that he or she has all the necessary rights to post and make public his or her content on the Platform. Insofar as certain content may benefit from legal protection, in particular by copyright or other intellectual property rights, the User grants Benevity, free of charge, an unlimited right to reproduce and disseminate such content to the extent necessary for the operation of the Platform and authorizes other Users to make such content public in the same manner as set forth in art. 9.2.

9.4. The User authorizes Benevity to use, free of charge and on an unlimited basis, the logos, images, corporate names, trademarks and other information posted by the User on the Platform, to promote its Services on the Site and any other media (including social networks) used by Benevity.

10. MISCELLANEOUS

10.1. Inserts and pictograms. For ease of understanding, particularly on the sales pages, Benevity may provide information that incorporates all or part of the Contractual Documentation through inserts or a pictogram system. These inserts and/or pictograms are for information purposes only: only the Contractual Documentation and the Sellers' terms and conditions of sale are authentic.

10.2. Interruption of the Site, the Platform and all or part of the Services. Benevity reserves the right to discontinue the operation of all or part of the Site, and/or the Platform, the offering of certain Services, or part thereof, at any time, permanently or temporarily, without notice.

10.3. Force majeure. Neither the non-performance nor the late performance of its obligations by either party will constitute a default by that party with respect to its contractual obligations, to the extent that the delay or non-performance results from a situation of force majeure (e.g., natural disasters, war, riots, civil unrest, fire, epidemic, pandemic) or other circumstances beyond that party's reasonable control such as technical problems that cannot be attributed to Benevity. Computer viruses and hacker attacks against computer systems are considered force majeure, provided reasonable security measures have been taken.

10.4. Assignment. The rights and/or obligations of the User resulting from the Agreement cannot be transferred to another person. The User expressly authorizes Benevity to assign its rights and to subcontract any obligations resulting from the Contractual Documentation.

10.5. Partial nullity. In the event that any provision of the Contract Documentation or any part thereof is or becomes invalid or unenforceable, then neither the validity or enforceability of the remaining provisions or the remaining part of the provision shall be affected or impaired. The User agrees, where appropriate, to replace the invalid or unenforceable provision or part thereof with a valid or enforceable provision that comes as close as possible to the original provision and which, to the extent possible, will achieve the same economic and legal result.

10.6. Entire agreement. Unless a separate agreement provides otherwise, the Contractual Documentation, as described in Section 3.1, contains the entire agreement between you and Benevity with respect to the subject matter of these GTCs and supersedes any and all agreements or understandings regarding the subject matter of these GTCs that may have been entered into between you and Benevity prior to the effective date of these GTCs.

10.7. No waiver. No waiver by Benevity of any of the provisions of the Contractual Documentation (Section 3.1) shall be deemed a waiver of the right to rely on or be entitled to rely on any prior or subsequent breach of the Contract whether the breach is of a similar or different nature.

10.8. Languages. The Contractual Documentation is written in French and English. In case of discrepancy between the versions, the English version shall prevail.

11. APPLICABLE LAW / PLACE OF JURISDICTION

11.1. The Agreement, and all Contract Documentation, is subject to the following conditions Swiss law, excluding its conflict of law rules.

11.2. Any dispute arising out of or in connection with these terms and conditions or any other document in the Contractual Documentation shall be subject to the exclusive jurisdiction of the courts of Geneva, Switzerland.

12. ENTRY INTO FORCE / DURATION / AMENDMENTS TO THE GTCs

12.1. The Contract and the entire Contractual Documentation comes into force for a given User as soon as the User accepts the GTCs, it being specified that any use of the Platform constitutes tacit acceptance. The Contract shall remain in force as long as the User uses the Platform.

12.2. Benevity reserves the right to modify the GTCs at any time. Benevity will publish the modified version on the Site and Platform and will notify Users of the new GTCs by email, pop-up window, or other method of its choice. In the event that the User does not agree with the modifications, the User may terminate the Contract by ceasing all use of the Platform with immediate effect. If the User continues to use the Site or the Platform, the latest version of the GTCs shall be deemed accepted by the User.

Last updated 6th March 2023

Conditions Applicable For The Use Of The Platform

Important: On February 20th 2023 Alaya SA became Benevity SA, these Conditions Applicable For the Use Of The Platform have been updated to reflect our new legal name. All references to Benevity herein refer to Benevity SA, Quai de l'Île 13, 1204 Geneva, Switzerland.

1. IN GENERAL

1.1. Definitions. Unless otherwise stated, terms starting with an upper-case in the present Conditions Applicable for the Use of the Platform convey the meaning attributed to them in art. 1 of the [general terms and conditions](#) or otherwise in the present conditions.

1.2. Relation with the general terms and conditions. These Conditions Applicable for the Use of the Platform apply in addition to the [general terms and conditions](#) and other documents included in the Contractual Documentation. In the event of any discrepancy between the [general terms and conditions](#) and these Conditions Applicable for the Use of the Platform, the latter shall prevail.

2. PURPOSE

2.1. Benevity offers Employees access to the Platform and the ability to (i) perform certain Benefits through the Platform in favor of Beneficiaries and (ii) undertake various Actions.

2.2. The purpose of these Conditions Applicable for the Use of the Platform is to set out the relationship between the Employee, Beneficiaries and Benevity during the use of the Platform by Users and in particular when they provide Benefits to Beneficiaries.

3. USE OF THE PLATFORM - IN GENERAL

3.1. If the User does not yet have a user account, the User will be asked to register and accept the Contractual Documentation.

3.2. Only Employees authorized by an Employer may claim to be admitted to the Platform following their registration and only certain Employees (ambassadors, champions or superusers) may insert Proposals (as defined in section 4.2 below) on the Platform.

3.3. As stated in our [Privacy Policy](#), Employers may pre-provide certain basic information about their Employees in order for them to access the Platform and create a user account. It is the responsibility of the Employers to ensure the lawful transfer of such data to Benevity.

3.4. Benevity generally only admits Beneficiaries who meet certain criteria set by Benevity. Employers may limit the number and type of Beneficiaries available to Employees or add Beneficiaries not previously approved by Benevity. Employer added Beneficiaries will only be visible and accessible to their Employees and will not be accessible to other Clients. Benevity uses reasonable efforts to ensure that the Beneficiaries it admits to the Platform are non-profit and meet the criteria set by Benevity. However, Benevity is not required to systematically verify that a Beneficiary meets the criteria set out initially. Further, Benevity is not responsible for the Beneficiaries added to the Platform by Users.

3.5. It is the exclusive responsibility of Users to use their access to the Platform for their own account and not to transmit their password to third parties. Employees are responsible for all activity recorded on their user account (the data collected being listed in the [Privacy Policy](#)).

3.6 Benevity reserves the right to suspend or restrict access to the Platform to Users to comply with local laws and regulations. In such cases Benevity will notify the Client as soon as possible.

4. CONTRACTUAL RELATIONS

4.1. Benevity, through the Platform, facilitates the direct conclusion of a Service Agreement between an Employee (respectively his/her Employer) and (a) Beneficiary(ies) for the Benefits. Benevity acts solely as an independent intermediary and/or IT service provider (art. 2.2 of the [General Terms and Conditions](#)).

4.2. Beneficiaries, Benevity or Employees may propose on the Platform services to be rendered ("**Proposals**") or activities, events or actions ("**Actions**") to be undertaken in favor of Beneficiaries (collectively "**Benefits**") so that Employees may respond to them and provide the related Benefit in favor of such Beneficiary(ies) or undertake the proposed Action.

5. SERVICE AGREEMENT – IN GENERAL

5.1. The Service Agreement is the contract entered into by an Employee (respectively his/her Employer) and a Beneficiary by which the Employee provides Benefits to such Beneficiary.

5.2. The Employee and the Beneficiary are required to comply with the applicable provisions of the Contractual Documentation and with the provisions of our [Privacy Policy](#).

5.3. The Beneficiary or the Employee may add possible conditions to the services required through a Proposal in addition to the Contractual Documentation.

5.4. The Service Agreement may be free of charge, when the Services are rendered for free by an Employee in favor of a Beneficiary or paying, when the Service Agreement concerns a donation for example.

5.5. Benevity may provide special terms and conditions applicable to certain Benefits, as set forth in Section 3.1(d)(iv) of the [Terms and Conditions](#). Such special terms and conditions are an integral part of the Service Agreement as well as the entire Contractual Documentation.

6. SERVICE AGREEMENT – CONCLUSION

6.1. *In case of a proposal with "automatic acceptance"*. In the event that a Beneficiary, Benevity or an Employee issues a Proposal and indicates that participation is automatic, then the Proposal constitutes an offer ("**Offer**"). The Service Agreement is entered into upon acceptance of the Offer by an Employee at the time the Employee begins to provide the Benefit.

6.2. *In case of a proposal with "request for confirmation"*. If the Proposal is not accompanied by the mention "automatic participation", then this constitutes a call for the submission of an Offer. The Employee, by formulating his/her wish to provide a Benefit on the Platform, thus submits an offer to the Beneficiary ("**Employee's Offer**"). The Service Agreement is concluded as soon as the Beneficiary accepts the Employee's Offer via the dedicated button on the Platform.

6.3. The data recorded by Benevity on the Platform constitutes proof of the invitation to submit an offer, the offer and/or the acceptance to render, respectively receive, a Benefit.

7. SERVICE CONTRACT – REQUIRED INFORMATION

7.1. To make Proposals on the Platform, the User must be registered and authorized by their Employer. Benevity may, however, directly submit Proposals in the name and on behalf of Beneficiaries.

7.2. Information about the Beneficiaries of the Services is displayed on the page of the Platform dedicated to the Beneficiaries or on the page dedicated to the Proposal suggested by him/her, Benevity or an Employee in its favor.

7.3. If the Service Agreement requires payment, the User will be required to provide Benevity's financial partners with their bank or credit card details. This data will be managed in accordance with the privacy policy of said financial partners (accessible during payment).

8. PROPOSALS – COMMITMENTS OF USERS

8.1. It is the sole responsibility of the User making a Proposal on the Platform to indicate the conditions relating thereto in a clear, correct and exhaustive manner. Benevity cannot be held liable in the event of the User's failure to do so.

8.2. The User submitting a Proposal indicates the essential information relating to the event, activity or object for which he/she wishes to have Employees render Benefits. In particular, the User establishes a description of the Proposal and may provide duly authorised and licensed photos, as well as the places, dates and time slots at which they propose the activities or events. The User must include information about the risks and restrictions of use (e.g., age and height restrictions; special prescriptions in the event of illness, pregnancy, etc.).

8.3. It is the sole responsibility of the User to make Proposals on the Platform for real events or activities and to be able to provide the service that the Employee has accepted, or for which he/she has submitted an Offer, at the date and time chosen by the Employee. Benevity cannot be held liable for any failure of a User in this regard.

8.4. It is the sole responsibility of the User proposing or offering a Benefit to take all appropriate security measures, including possible insurance. Benevity shall not have any liability for any property damage or personal injury (including death) which User's may incur due to participation in a volunteer opportunity proposed via the Platform.

8.5. Benevity reserves the right to limit the duration of announcements of events or activities on the Platform.

8.6. The User is required to inform Benevity of any applicable fees and taxes at the location of the event (e.g., entertainment tax) and agrees to provide Benevity with all necessary information to enable Benevity to collect any applicable fees and taxes and to fulfill any other obligations in this regard.

8.7. Benevity reserves the right in its sole discretion to reject Proposals or suspend activities at any time in certain territories to comply with applicable laws and regulations.

9. SERVICES – COMMITMENTS OF THE USER

It is the sole responsibility of the User to commit to providing Services that he/she is able to render. Benevity shall not be liable to a Beneficiary for any failure of a User to perform the Benefits.

10. PAYMENT

10.1. Any payments made through the Platform (e.g., for donations) are made through the financial institutions that are partners of Benevity so that no financial information is transmitted during payments through Benevity's servers.

10.2. Users, if they wish to receive payments and, in some cases, operate payments, are invited to create a profile with Benevity's financial services providers.

10.3. Benevity reserves its right, at any time, to expand or limit the list of payment methods available on the Platform. By using other payment methods that may be offered on the Platform (such as ApplePay, Twint, or any other means of payment), the User accepts the terms of use defined by these financial services providers.

10.4. If you are donating money to a Beneficiary, then such donation may be disbursed either via Benevity's financial partners on the Platform or via the Benevity Disbursement Solution.

In the case the Employee chooses to make a payment via the Benevity Disbursement Solution they agree to be bound by the following Section 7 the Benevity, Inc. End User Terms of Use, reproduced below for ease of reference. For the purposes of these Conditions Applicable for Use of the Platform the following terms will have the meanings ascribed to them below:

- **“Benevity System”** refers to the payment widget made available on the Benevity Platform;
- **“You”** refers to Employees, and
- **“Localized Experience”** as detailed in the SaaS Agreement corresponds to the charitable foundation that is presented to the End User at the time of the donation.

7. Additional Terms of Use

7.1 Donations to Foundations. As outlined in the user information and FAQs located under the “Help” section, the employee donation program and other donation programs use one or more charities (each, a **“Foundation”**) to (a) provide timely donation receipts or acknowledgements to you (b) facilitate the aggregation of donations and employer or Matching Partner matching amounts and (c) facilitate monthly distributions to charities and non-profits (**“Causes”**) in the applicable jurisdiction(s). The current list of Foundations by Localized Experience is outlined in the chart below. In order to utilize this aggregating mechanism and ensure adherence to applicable charity and tax laws, you (**“Donor”**) must acknowledge that your selection of the recipient Cause on the Benevity System (**“Donor Recommendation”**) is a recommendation only to the applicable Foundation. Although as a practical matter this Donor Recommendation is generally followed, the Foundation must retain all discretion as to whether to follow such Donor Recommendation. You further acknowledge that no distribution to a Cause may be used in whole or in part to discharge an obligation that is legally enforceable against you or any other person, or to pay in full or in part for goods or services of more than nominal value (i.e. club memberships, dinners, tuition etc.) or any other private benefit received by you or any other person affiliated with you. You acknowledge that all donations made through the System are non-refundable. Note that you may at any time change your settings on your Personal Dashboard to stop or change future recurring payroll donations or future recurring credit card donations. Such changes will not be effective for the next scheduled payment if such amounts are committed or in process.

If your employer or the Corporate Sponsor (as applicable) has requested that cross-border donations (**“Benevity One World”**) be activated, you may be able to donate to non-profits or foreign charities through the UK Online Giving Foundation but generally on a non-tax effective basis; and in such case the UK Online Giving Foundation will be the applicable Foundation as related to donations to non-profits that are not registered charities, and to donations to charities outside of the country corresponding to your Localized Experience.

Table 1: Aggregating and disbursing Foundations

The below table is for informational purposes and outlines the different Instances that may be utilized by Benevity’s clients in their Giving Programs:

Localized Experience/Functionality	Foundation	Currency	Typically tax effective?	Governing law
United States	American Online Giving Foundation	USD	Yes – if US taxpayer*	State of New York

<i>Canada</i>	<i>Canadian Online Giving Foundation</i>	<i>CAD</i>	<i>Yes – if Canadian taxpayer*</i>	<i>Province of Alberta</i>
<i>Germany</i>	<i>Haus des Stiftens GmbH</i>	<i>Euro</i>	<i>Yes – if German taxpayer</i>	<i>Germany</i>
<i>United Kingdom</i>	<i>Charitable Giving</i>	<i>Pound Sterling</i>	<i>Yes – if UK taxpayer*</i>	<i>England and Wales</i>
<i>Ireland</i>	<i>Irish Online Giving Foundation</i>	<i>Euro</i>	<i>Yes – if Irish taxpayer*</i>	<i>England and Wales</i>
<i>Australia</i>	<i>Australian Online Giving Foundation</i>	<i>AUD</i>	<i>Yes – if Australian taxpayer*</i>	<i>England and Wales</i>
<i>India</i>	<i>Online Giving Foundation</i>	<i>Rupee</i>	<i>Yes – if Indian taxpayer*</i>	<i>India</i>
<i>France</i>	<i>Fonds de Participation Solidaire</i>	<i>Euro</i>	<i>Yes – if French taxpayer*</i>	<i>France</i>
<i>Localized Currency Experiences – currently Israel, Japan, Philippines, Poland, Sweden, Switzerland, South Africa, Italy, Singapore and Spain.</i>	<i>UK Online Giving Foundation</i>	<i>Localized Currency</i>	<i>No</i>	<i>England and Wales</i>
<i>Global cross-border donations (“Benevity One World”)</i>	<i>UK Online Giving Foundation</i>	<i>Localized Currency</i>	<i>No</i>	<i>Governing law of user’s primary Localized Experience</i>

**If you are not a taxpayer in the jurisdiction of the Localized Experience presented to you on the System, you may make donations, but they will not typically be tax-effective. Cross border donations are also typically not tax-effective. Other donations may or may not be tax-effective – consult with your own tax advisor.*

~Tax effective for qualifying donations with accompanying completed CHY4 Certificates.

7.2 Tax and Tax Receipts. You should consult your own tax and legal advisors respecting the actual tax or other impact of donations made by you through the System. Information is provided by Benevity, Inc. for informational purposes only and is not intended to provide any legal or tax advice and may not be relied upon as such. If you are not a taxpayer in the jurisdiction of the Localized Experience you are using, any donations you make through the System may not be tax deductible in the jurisdiction in which you are a taxpayer and you should, therefore, consult your own tax and legal advisors respecting the actual tax or other impact of donations made by you through the System. If you are a taxpayer in the applicable jurisdiction and in compliance with these Terms of Use and all other System requirements, you will normally receive a tax receipt (PDF file accessible through the System or by email) with respect to applicable gifts made by or on your behalf to the Foundation, and such receipt will be made available to you: immediately after the donation is made if a one-time payment is made by credit card or PayPal; or upon different timing if you are utilizing payroll giving or recurring donations by credit card or PayPal, and in any event within two (2) months after the end of the year the donation was made (alternatively, depending upon the configuration of the System by your employer, certain of your gifts may be reflected on your employee payroll record). The relevant date of the tax receipt will be the donation date in the tax year in which the amounts were donated to the Foundation in accordance with these Terms of Use. Please note that if you do not provide the required information for tax receipt issuance on or prior to December 31 in any calendar year in which donations have been made by you, you may not be entitled to a receipt for donations made in that year (see the Special Circumstances in section 7.5 below).

7.3 Cause Support and Merchant Fees. All donations by you to the Foundation and disbursed to your selected Cause will be subject to a small percentage fee payable by the charities and deducted by the Foundation from the donation amount ("**Cause Support Fee**") unless paid for by your employer or Corporate Sponsor, as applicable or Matching Partner. For Benevity, Inc.'s public-facing donation portal, the Cause Support Fee is typically 2.9% of the donation amount. For Spark, please consult with your employer or Giving Program administrator to obtain information regarding the applicable Cause Support Fee percentage. In the event your donations are made by credit or other payment card the applicable merchant account charges ("**Merchant Fees**") will be deducted from the donation amount, unless paid for by employer or Corporate Sponsor, as applicable, or a Matching Partner. To find out the Cause Support Fee percentage applicable to your program and whether your employer or Corporate Sponsor is paying for the Cause Support Fee and/or Merchant Fees check communications from your program administrator. For clarity, the donation amount that will be tax deductible to you, where available, is the amount that you donate before any deductions of any Cause Support Fee or Merchant Fees are applied.

7.4 When will the donation be sent to your selected Cause? In most circumstances, the Foundation will disburse the donation to your selected Cause during the calendar month that follows the month in which the Foundation received your donation (e.g. If the Foundation received your donation in January, then it will disburse such donation to your selected Cause in February).

7.5 Special Circumstances. There may be certain circumstances where donation amounts cannot be disbursed to your selected Cause. In circumstances where: (a) Donor Recommendation is not provided (b) a Cause requested as part of Donor Recommendation is no longer registered and in good standing with the relevant regulatory agency or otherwise no longer in our cause database or (c) the Foundation, exercising its discretion, chooses to disagree with or ignore the Donor

Recommendation then the Foundation will make the determination of the Cause to which such donation will be made (and the Foundation may consult with your employer or applicable Corporate Sponsor in making such determination). There may be circumstances where a tax receipt cannot be provided to you. In the event that required information for tax receipt issuance has not been provided by you by December 31 in any calendar year in which donations have been made by you; or the Foundation determines that the donation is not properly receiptable by it under applicable law, the Foundation may, among other things: (a) issue the tax receipt to the Corporate Sponsor or your employer or other Matching Partner, as applicable or (b) treat the donation as an anonymous donation and no receipt will be issued or accessible to you. In circumstances where you have not provided sufficient funds equal to allocated donation amounts no donation can be deemed effected and no receipt issued unless and until funds representing the allocated donation amounts can be transferred to the Foundation.

7.6 Delay of disbursement by check to Cause. Disbursement of funds from the Foundation to your selected Cause may be delayed if there are insufficient aggregated donation funds in our System allocated to that Cause to justify the administrative costs of creation and delivery of a check. A check will be delivered to such Cause when there are sufficient aggregated donations or within 14 months, whichever is earlier. Such a delay will not occur if your selected Cause has signed up with us for electronic funds transfer (“EFT”), as EFT facilitates monthly transfer of any amount no matter how small, other than in exceptional circumstances. As well, where distributions are made to a Cause by check, the Cause agrees to pay a manual processing fee for administration and overhead costs associated with the check preparation, issuing, mailing, etc., currently in the amount of up to the higher of: (i) US\$25 per check; and (ii) 7.0% of the amount of the manual check to a maximum of \$100 (“**Manual Check Fees**”), and such fee will be deducted by the Foundation from the donation amount (unless such fee is paid for by your employer or Corporate Sponsor, as applicable, or a Matching Partner). For clarity, the donation amount that will be tax deductible to you, where available, is the amount that you donate before any deductions of any Manual Check Fees are applied. Notwithstanding the foregoing, the current policy is that Causes may receive up to three (3) manual checks before the Manual Check Fees will be applied, in order to provide adequate time for newly onboarded Causes to supply the required information to Benevity, Inc. Notwithstanding the above, checks will not typically be distributed to any Cause outside of the US or Canada, and such Causes outside of the US or Canada will typically need to sign up for electronic payment via the Benevity Causes Portal in order to receive Donation Funds.

7.7 Your Employer as Agent re Payroll deductions. If you are participating in a workplace 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 Foundation in the amounts you have designated for donation to the Foundation through the System by one-time or recurring payroll deduction. You acknowledge that with respect to the holding by your employer of such funds until transfer to the Foundation: (a) your employer has agreed to act as agent for the Foundation with respect to such funds until transfer (b) such funds may be commingled with funds received from other users on account of donation amounts earned or provided by such 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 or gift the funds pursuant to the Terms of Use and any Giving Program; (d) your employer or its designee has no duty to invest the funds; (e) in performing its obligations and duties hereunder, your employer or its designee will exercise the care, diligence and skill that a person of ordinary prudence would exercise in dealing with the property of another person; and (f) Benevity, Inc or the Foundation has the right to amend the terms of this agency as it may determine in its sole discretion, with or without notice to you.

7.8 Release. You acknowledge that Benevity, Inc relies on information provided by the Corporate Sponsor, your employer or Matching Partners (as the case may be) with respect to the donation being made and certain matters relating to the presentation and execution of the Giving Program within the System, and you release and forever discharge Benevity, Inc with respect to all claims relating to such matters.

11. CANCELLATION, REFUND AND EXCHANGES

11.1. Only the conditions indicated by a User in the Proposal are applicable to the conditions of cancellation, refund and exchange.

11.2. Benevity shall not be liable for any services related to the acceptance of a Proposal or a right to a refund or exchange. In the absence of any indication in the Proposals, payments made for such an activity are in principle not cancellable, not refundable and not exchangeable.

12. RESPONSIBILITY

12.1. Benevity is not a party to the Service Agreement between an Employee and a Beneficiary. Therefore, Benevity cannot be held liable for any Service Agreement contractual violations by a User.

12.2. The Employee and the Beneficiary agree to be solely responsible for their choice of whether or not to enter into a contract. Benevity is not responsible for the proper performance of the contractual obligations of the Employee and of the Beneficiary and cannot and should not control so.

12.3. Benevity uses reasonable efforts to limit fraudulent use of its Platform. However, Benevity cannot be held liable in the event of improper use of the Platform by a User unless Benevity is guilty of gross negligence.

12.4. It is reminded that the author of a Proposal is solely responsible for the information he/she indicates on the Platform, in particular in relation to a given event or activity. The elements mentioned on the Platform cannot be qualified as guarantees or qualities promised by Benevity.

12.5. Benevity's general disclaimer of liability also extends to the breach of pre-contractual obligations of Users as well as their extra-contractual liability.

12.6. In any event, Benevity's liability shall not exceed the amount paid by a User for a given Proposal.

Last updated 6th March 2023