Software and Service Information

General Terms

1. **Applicability**. The terms contained herein apply to each Client.
2. **SaaS Clarification**. For clarity, the features and functionality to be provided by Benevity, as described in the [Product Descriptions](#)[1] and/or the [Service Descriptions](#)[2], as applicable, include standard features and functionality generally offered by Benevity to other clients across our multi-tenanted SaaS platform (by design). The provision of any features or functionality that are not generally made available by Benevity to other clients will be subject to additional agreement between the Parties.
3. **Confidential and Proprietary**. No part of the Software and Service Information may be reproduced or transmitted by Client for any purpose, other than for purposes of Client's internal use of the System and Services as authorized in a valid Order Document.
4. **Global Restrictions**. When utilizing the System and Services, Client must comply with the instructions communicated by Benevity to Client regarding various legal restrictions which may limit the participation of Participants in certain countries/regions, as required by applicable law or regulations relating to such locations. Such instructions may be communicated by Benevity by way of posting updates [here](#),[3] and Client is responsible for monitoring such updates and complying.
5. **Benevity Affiliates**. If Benevity, Inc. is NOT the Licensor under the Order Document, then the following paragraph applies: The Licensor listed in the applicable Order Document represents that it is a direct or indirect wholly owned subsidiary of Benevity, Inc. Licensor shall ensure that Benevity, Inc. and/or its Affiliate(s) provide the products and services set forth in the Software and Service Information. For greater clarity, when the Software and Service Information makes reference to rights, obligations, arrangements, acknowledgements and/or agreements between Benevity and Client, the intent is that contractual privity remains between Licensor and Client, and each of Licensor and Client may enforce the rights, obligations, arrangements, acknowledgements and/or agreements under the Software and Service Information.
6. **Disclaimers**.
    a. **Content and Client Rules**. Information posted or shared through the System by a nonprofit, client or any other user is solely within that entity's responsibility and does not necessarily reflect the views of Benevity or the Foundations or Funding Entity. Benevity makes no representation or warranty as to the accuracy, legitimacy or reliability of such posted information. Benevity is not liable for any rules or

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[1] https://cdn.bfldr.com/ZZ11QL2O/at/45rr2j438k2x2w4gkq56r4b/Benevity_Product_Descriptions.pdf
[2] https://cdn.bfldr.com/ZZ11QL2O/at/qsrk7fnbsvkvbp83s6x3sr8/Benevity_Service_Descriptions.pdf
[3] https://b-hive.benevity.com/hc/en-us/articles/6515257290388-Benevity-s-Global-Regulatory-and-Sanctions-Reviews-Require-Your-Attention

regulations set by Client's administrative users regarding the usage of the System by Client's employees or any other parties.

b. **Property Damage/Personal Injury**. Neither Benevity nor any Foundation or Funding Entity has any liability for any physical property damage or personal injury (including death) which may be incurred due to the posting of or any entity's participation in an activity posted on the System.

c. **Eligible Nonprofits**. Benevity makes no representation or warranty as to the legitimacy and legality of any particular Eligible Nonprofit listed in the System, it being understood that inclusion of Eligible Nonprofits in the System is based upon listings provided and updated by the applicable charity and tax regulatory agencies in the Localized Experience and/or in other countries, as applicable.

d. **Internet**. It is acknowledged that (a) the System is delivered, accessed and updated over the internet; (b) the System is created and distributed by Benevity consistent with industry standards which may not address all problems associated with the delivery of software and functionality via the internet; and (c) congestion over the internet, data delay and Client's own network configuration and data security practices may slow or impact the performance of or access to the System.

e. **Accuracy**. Benevity's goal is to provide informative and accurate information to Client and Eligible End Users through the System and any related reports,, but Benevity makes no representation or warranty regarding the accuracy or reliability of data utilized, collected and/or presented through the System or contained in such reports and it is acknowledged that such data is not intended to match that of scientific research.

f. **Grants Management**. In utilizing any form of application for philanthropic contribution, hosted on the Benevity Platform, to collect financial and/or other information from applicant organizations, regardless of whether such organization is listed in the database of Eligible Nonprofits in the System (such collected information the "**Information**"), Client acknowledges that it is exclusively responsible for confirming the accuracy of such Information and for deciding whether to accept the application. Benevity makes no representation or warranty as to the accuracy, legitimacy or reliability of any Information (including the applicant organization's charitable status).

7. **System Guidelines**. Clients must comply with the Benevity Platform Guidelines available [here](.)[4] Such guidelines outline our non-discrimination and hate speech policies and apply to all users, nonprofits and clients on the System.

8. **Amendments**. Benevity may change the Software and Service Information at any time, such changes made effective upon posting a new version on Benevity's website. Benevity will endeavour to notify Client at least thirty (30) days in advance of any material changes.

9. **Definitions**. Capitalized terms used herein will have the meanings described in this Section 7 or in the MSA available online [here](.)[5]

a. "**Eligible Nonprofits**" means charities and other nonprofit organizations that

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[4] https://cdn.bfldr.com/ZZ11QL2O/as/56fx794hxkcz6p92v6p5b3/Benevity_Platform_Guidelines
[5] https://b-hive.benevity.com/hc/en-us/article_attachments/27453774207636

are registered and in good standing with their relevant local governing authorities.

b. "**Foundation**" means third-party charitable foundations that work with Benevity and that are registered in the jurisdictions in which they are established and which utilize a "donor advised fund" or similar model.

c. "**Funding Entity**" means the Global Online Giving Foundation, a third party non-profit organization that works with Benevity.

d. "**Giving Programs**" means giving programs established by Client from time to time and which may include matching campaigns.

e. "**Localized Experience**" means those country(ies) for which a localized experience is deployed for the Client Integration during implementation. A listing of the applicable Localized Experience(s) is included in the Launch Authorization document during implementation.

f. "**Matching Partners**" means Client-approved third parties who participate in or initiate Giving Programs.

g. "**Participant**" means, as the case may be, an Eligible End User, Client or Matching Partner.

Last Updated: June 2025