

# Causes 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 in respect of Causes, which include without limitation Benevity’s online portal for Causes (“**Benevity Causes Portal**”); database of eligible Causes (“**Eligible Causes Database**”) which is incorporated into workplace solutions (such as the Spark solution for donations and volunteering), granting and Giving Programs, including those of Participating Businesses that use Benevity’s grants products and/or application programming interface (“**API**”); and facilitation of donations, funding and grants to eligible Causes (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, such use including without limitation the acceptance of donations/funding/grants made through use of 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 receive funds from one of the Foundations or the Funding Entity we work with, you are also entering into a direct relationship with that Foundation/Funding Entity), in addition to any other relationship that you may have entered into separately with a Participating Business, Matching Partner and/or End User. For assistance with use of the System, consult the information located under the applicable “Help” and/or FAQ section(s) of the System or submit a request to us directly through <https://causeshelp.benevity.org/hc/en-us>. For an explanation of Benevity’s collection, use and storage of your personal information, please read the Privacy Policy located at <https://benevity.com/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, a Cause (“your” refers to something belonging to you)
Cause	A charity or non-profit organization
Participating Business	A corporation or other entity that has entered into an agreement with us to use the System
Matching Partner	An organization that works with a Participating Business to match donations
End User	An end user of the System (for example, an employee, contractor or customer of a Participating Business, someone accessing our public-facing donation website, etc.)
Donor/Funder	An End User, Participating Business or Matching Partner who makes a donation or grant (“Donor”) or otherwise provides funding (“Funder”) through use of the System
Foundation(s)	Independent charitable foundation(s) that work with us; they receive and disburse

	<b>donations and grants to Causes</b>
<b>Funding Entity</b>	<b>Global Online Giving Organization, Inc.—an independent non-profit organization (not a Foundation) that works with us; it receives and disburses funds to Causes</b>
<b>Giving Program</b>	<b>A giving program for the facilitation of donations which is managed by us and/or a Participating Business</b>

Benevity's mission is to act as a catalyst to infuse a culture of Goodness into the world. We are a software-as-a-service (“**SaaS**”) technology company that aims to democratize access for Causes to various corporate programs while simplifying processes for inclusion, sharing their stories, projects and events, and automating the payment, receipting and reporting of donations/funding/grants. This automation and aggregation reduce the associated administrative burden incurred by Causes so they can focus on delivering community impact.

In short, we're trying to change the world with you!

We license our customizable SaaS products to Participating Businesses globally in furtherance of their Corporate Social Responsibility and Environmental, Social & Corporate Governance initiatives. In doing this, we help Participating Businesses better engage employees and customers in giving back to the causes relevant to them through volunteering and donations, both in a global context and in their local communities.

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

**1.1 System Access.** We are granting you access to the System and, in exchange for this access to the System, you:

- (a) warrant that you will only allow your authorized representatives to access the System, provide information and communicate with us on your behalf and you will ensure all such individuals have separate login credentials and passwords and read and understand these Terms of Use prior to using the System;
- (b) must promptly notify us if one or more of your authorized representative(s) who have access to the System cease to be your authorized representative(s);
- (c) warrant that all information you provide to the System is accurate, complete and not misleading and you will keep it current;
- (d) must comply with all applicable laws and regulations and you acknowledge and agree that Benevity, the Foundations, the Funding Entity, Participating Businesses, Matching Partners and End Users, as applicable, may not be aware of all laws and regulations that apply to you;
- (e) acknowledge and agree that we and/or a Foundation/Funding Entity may be required to disclose your and/or your authorized representatives' information in relation to your use of the System if required by applicable law or valid court, regulatory authority or governmental agency order;
- (f) are responsible for and agree to maintain the confidentiality of your System password, which must be a unique password not used anywhere else, and are responsible for all activities that occur in your System account, whether authorized by you or not;
- (g) are responsible for and agree to maintain the confidentiality and security of any second factor authentication method for the System, such as email or cell phone, where verification codes or password resets may be sent;
- (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 communicate with you and send you important information and notices about the System and your

- account to the email address(es) you provide to us;
- (k) must not impersonate any other person or Cause nor allow any other person or Cause to impersonate you or use your account on the System;
  - (l) must promptly notify us if you learn of any unauthorized access to or use of your System account;
  - (m) must not intentionally interfere with the operation of the System nor intentionally interfere with any Giving Program;
  - (n) must not collude with any other person or organization—including without limitation any Donor/Funder, Cause, Participating Business, Matching Partner or End User—to violate these Terms of Use or any other terms and conditions applicable to use of the System;
  - (o) must promptly notify us if you learn of any donations/funding/grants made through use of the System that are fraudulent or otherwise violate these Terms of Use or any other terms and conditions applicable to use of the System;
  - (p) 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;
  - (q) must not use any robot, spider, other automatic device or manual process to monitor, scrape or copy the Benevity Causes Portal, any other aspect of the System or any related content; and
  - (r) 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 impermissible solicitation, including solicitation of lawsuits.

**1.2 Cause Profile.** The Benevity Causes Portal contains a customizable profile for each Cause which contains information regarding the Cause in addition to a content manager where a Cause may create and post content (collectively, the "**Cause Profile**"). Once you have registered/created your Cause Profile, you will be able to edit your Cause Profile content. You agree it is solely your responsibility to maintain your Cause Profile, in full compliance with these Terms of Use, and neither Benevity nor any Foundation, Funding Entity or Participating Business is responsible to review or endorse the content of your Cause Profile.

**1.3 Ownership.** With the exception of content owned and provided exclusively by you in your Cause Profile, 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.

**1.4 Verification.** You authorize us and any third party service providers we engage for such purpose (including without limitation LexisNexis® Risk Solutions, <https://risk.lexisnexis.com/corporate/dpa>) to verify, at any time and in our sole discretion, your and your representatives' identity, eligibility for inclusion in the Eligible Causes Database, System content (including without limitation your Cause Profile) and compliance with these Terms of Use. You commit to cooperating with us in any such investigation and will comply with our reasonable requests which may include without limitation requests for information and/or the requirement to confirm your tax-exempt status, banking information, contact information and/or responses

provided to us in forms and other System fields and documentation.

**1.5 Removal, Suspension and Termination.** 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 and/or terminate your System account and access and/or any disbursements in process 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.

## **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 OR FUNDING ENTITY (AS DEFINED IN THESE TERMS OF USE), NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, TRUSTEES, 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 OR FUNDING ENTITY AND, WHERE APPLICABLE, YOU ALSO AGREE TO OPT OUT OF ANY CLASS ACTION PROCEEDING AGAINST BENEVITY OR A FOUNDATION OR FUNDING ENTITY.

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 Funding Entity, or any of their respective directors, officers, employees, agents, trustees, 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 reserve the right to change, modify, suspend and/or discontinue any or all aspects of the System at any time without notice to you. Information posted in the System by a Cause, Participating Business, End User or any other System user is solely within that entity's responsibility and does not necessarily reflect the views of Benevity or the Foundations or the Funding Entity; we make no representation or warranty as to the accuracy, legitimacy or reliability of such posted information. In the event that we present any qualitative, categorization or other information from public or private sources in relation to Eligible Causes Database search results, we are not responsible for the monitoring or accuracy of such information nor its consistency with your Cause Profile content; we make no representation or warranty

as to the accuracy, legitimacy or reliability of such 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, the Funding Entity and Participating Businesses and Matching Partners, as applicable, and their respective directors, officers, employees, agents, trustees, 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, receipt and use of grants/funding/donations and/or volunteer resources/opportunities/activities including without limitation any breach of these Terms of Use or any fraud, misrepresentation or abuse committed by you or by anyone using your account.

### 3. Eligible Causes Database

**3.1 Eligibility.** We, in our sole discretion, determine your eligibility for inclusion in the Eligible Causes Database and ability to receive funds by means of the System and will consider a number of factors including without limitation your:

- (a) registration and good standing with your local government or regulatory authority as a tax-exempt charity or non-profit organization under applicable tax and charity laws;
- (b) compliance with all applicable laws and regulations;
- (c) agreement to and compliance with the Benevity Platform Guidelines located at [https://cdn.bfldr.com/ZZ11QL2O/as/56fx794hxcz6p92v6p5b3/Benevity\\_Platform\\_Guidelines;](https://cdn.bfldr.com/ZZ11QL2O/as/56fx794hxcz6p92v6p5b3/Benevity_Platform_Guidelines;)
- (d) not appearing on any local or internationally recognized terrorism, money laundering, bribery or other watch lists including without limitation OFAC, EU Consolidated List and OSFI Consolidated List nor any of your directors, officers, trustees, advisors, employees, agents or representatives appearing on such watch lists;
- (e) not having engaged and not engaging in any conduct that violates any laws relating to terrorism, money laundering, fraud, bribery or other financial crime nor any of your directors, officers, trustees, advisors, employees, agents or representatives having engaged or engaging in such conduct;
- (f) not publishing content that condones violence or incites hatred;
- (g) not funding, either directly or indirectly and regardless of whether or not an active war is being waged, any military expenses (including without limitation training, equipment, weapons/armaments, ammunition, fuel, technology, infrastructure, military personnel and all other military uses) nor any other expense that is intended to harm, injure or kill a human being(s);
- (h) not being registered in, located within or operating from, nor transferring funds, resources or assets to or from, any country that is subject to economic and/or comprehensive sanctions imposed by relevant international authorities and/or as outlined in applicable international regulations UNLESS you warrant and provide evidence to us that you have obtained all necessary licenses, exemptions and permissions required by applicable laws and regulations to so operate;
- (i) providing accurate information in your Cause Profile; and
- (j) ongoing compliance with these Terms of Use (collectively, the "**Eligibility Requirements**").

You must promptly notify us if you cease to meet the Eligibility Requirements and inform us of any steps you are taking to rectify the situation. Failure to meet any of the Eligibility Requirements may result in one or more of the following, among other things, and such action is in our sole discretion and without notice to you: removal from a particular Giving Program(s), Volunteer Initiative(s) (defined below), the Eligible Causes Database and/or Benevity Causes Portal; suspension and/or termination of your System account and access; and/or withholding of distribution of funds. If you received or held funds while not meeting the Eligibility Requirements, you agree that you will return all such funds to the entity that provided you the funds within 10 (ten) days of a written request to do so.

**3.2 Agreement for Inclusion and License.** You acknowledge that through registering/creating your Cause Profile, you are specifically agreeing to your inclusion in the Eligible Causes Database, which may result in your Cause Profile, in whole or in part, being visible to Participating Businesses, End Users, Matching Partners and other potential Donors/Funders. Participating Businesses, in their sole discretion, determine which portion(s) of the Eligible Causes Database to include in their volunteering programs and/or Giving Programs. Participating Businesses and End Users may create content, such as volunteering and giving opportunities, that includes information, in whole or in part, from your Cause Profile.

Some Participating Businesses that use our API product display Causes to their customers and the public on their own platforms in furtherance of their Giving Programs; in such situations, the Cause information and data is obtained by the Participating Businesses from the Eligible Causes Database. We do not review, monitor or endorse the websites, applications, activities or services of Participating Businesses. Your agreement to inclusion in the Eligible Causes Database also extends to (i) the sharing of your information with applicable Participating Businesses and (ii) your inclusion in Participating Businesses' platforms including without limitation those listed at the following link:

[https://cdn.bfldr.com/ZZ11QL2O/at/9nk9fmq2thc3vfbcv6h5zrz/Additional\\_Platforms.pdf](https://cdn.bfldr.com/ZZ11QL2O/at/9nk9fmq2thc3vfbcv6h5zrz/Additional_Platforms.pdf)—this list may be updated from time to time and you are responsible for reviewing it regularly.

You hereby grant to us a limited, non-exclusive, worldwide, royalty-free license to use, display and sublicense information from your Cause Profile, in whole or in part and including without limitation your name and logo, to Participating Businesses, End Users, the Foundations and the Funding Entity for donation/funding/granting and volunteering purposes in connection with the System. You represent and warrant to us that you hold all necessary rights, licenses and other consents to permit the use, display and sublicensing of your Cause Profile content as contemplated in these Terms of Use.

If you want to be removed from the Eligible Causes Database, one of your authorized representatives must officially request removal by submitting a request through <https://causeshelp.benevity.org/hc/en-us>.

**3.3 Self-Certification Declaration.** The Benevity Causes Portal contains a voluntary self-certification declaration questionnaire located at [http://causes.benevity.org/causesapp/self\\_certification](http://causes.benevity.org/causesapp/self_certification) that provides further detail and agreements regarding Cause operations and assists in matching Causes with Participating Businesses' volunteering programs and/or Giving Programs ("**Self-Certification Declaration**"). Failure to complete and maintain the Self-Certification Declaration may limit your inclusion in some volunteering programs and/or Giving Programs and visibility to potential Donors/Funders/volunteers. Benevity may, in its sole discretion, make your completed Self-Certification Declaration responses available, in whole or in part, to Participating Businesses. Participating Businesses, in their sole discretion, may use your responses to the Self-Certification Declaration to determine whether to include or exclude you from any particular volunteer program or Giving Program. The Self-Certification Declaration is valid for one year and must be re-certified on an annual basis in order to remain in effect. It will automatically expire without notice to you on the anniversary of the date of submission unless re-certified prior to such date. Any agreements you make in the Self-Certification Declaration must be complied with or it will constitute a violation of these Terms of Use. You must promptly notify us if any of your Self-Certification Declaration responses become untrue or you are no longer able to comply with one or more agreements made. You agree it is solely your responsibility to complete and maintain your Self-Certification Declaration and neither Benevity nor any Foundation, Funding Entity or Participating Business is responsible to review or endorse same.

## 4. Volunteering

**4.1** Causes, Participating Businesses and End Users may use the System to create, post, participate in and/or benefit from volunteer opportunities, activities and resources ("**Volunteer Initiatives**"). With respect to Volunteer Initiatives that involve you, you acknowledge and agree that:

- (a) Benevity, the Foundations and the Funding Entity are not responsible for your, a Participating Business' or End User's participation in nor the content or information provided regarding Volunteer Initiatives including without limitation the

accuracy or reliability of any information presented or any risk or outcome associated with any particular Volunteer Initiative;

- (b) Benevity only provides the space for Volunteer Initiatives on the System and does not organize or participate in Participating Businesses' or End Users' Volunteer Initiatives;
- (c) with respect to any particular Volunteer Initiative, your relationship (if any) is directly with the End Users, Participating Businesses and/or other participants of the applicable Volunteer Initiative;
- (d) it is your responsibility to communicate applicable risks, participant restrictions/requirements, event details and/or fees and taxes for any particular Volunteer Initiative to Participating Businesses, End Users and other participants (such restrictions/requirements including without limitation ones relating to age, physical abilities, necessary equipment and/or language skills, background checks and vulnerable sector verification);
- (e) it is your responsibility to ensure you and your Volunteer Initiatives comply with all applicable laws and regulations, incorporate appropriate security and safeguarding measures, carry adequate insurance coverage and undergo any required risk assessments; and
- (f) in the event that you received funds from a Participating Business and/or End User for a Volunteer Initiative (including without limitation event fees, taxes and equipment costs) and subsequently cancelled the Volunteer Initiative, you will return such funds to the payor upon request—for clarity, such Volunteer Initiative funds do not include funds that you received as a donation or grant.

## 5. Foundation Donations and Grants

**5.1 How it Works.** When a Donor makes a donation through use of the System, one of the Foundations receives the donation directly. With respect to grants, when a Donor uses the System to facilitate a grant it may pay the grant directly to a Cause OR may pay the grant directly to one of the Foundations. When a Foundation receives a donation or grant from a Donor, it also receives the Donor's advice sent from the System as to which recipient Cause(s) the Donor recommends, based on the Cause(s) that the Donor selected in the System ("**Donor Recommendation**"). The Foundation aggregates all donations and grants 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 and granted funds** and operate similar to a "donor advised fund" model (except in very limited circumstances where required by law). As such, it is the Foundations that issue documentation evidencing a Donor's donation or grant (e.g. donation receipt, acknowledgement, certificate), where applicable. Donations and grants are **not refundable** to the Donor. Any interest earned by a Foundation on donations and grants belongs to the Foundation.

**5.2 Foundation Agreements.** A Foundation may require a Cause to enter into a separate agreement directly with such Foundation in order to disburse funds; in such event, the Cause must comply with both these Terms of Use and the terms and conditions of such agreement.

**5.3 Electronic Payment and Checks.** To increase efficiencies, we encourage Causes to provide electronic banking information through the System 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 and grants 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 Donor may, at the Foundation's sole discretion, be given

an opportunity to provide an alternate Donor Recommendation. We may modify these thresholds at any time in our sole discretion.

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.

**5.4 Use of Funds.** You agree to comply with the following with respect to all funds received from a Foundation regardless of whether such requirements would exist had you received a donation or grant directly from a Donor:

- (a) you will use the funds only for charitable purposes, in accordance with your stated purposes and policies, any Self-Certification Declaration you have submitted AND the stated purposes of and laws applicable to the Foundation and will ensure your use of funds complies with all applicable laws and regulations (for ease of reference, a list of the Foundations and their primary governing charitable/tax laws can be found at [https://cdn.bfldr.com/ZZ11QL2O/at/qwv8b8bvbw4sr6sw76brbjv/FFE\\_Primary\\_Governing\\_CT\\_Laws.pdf](https://cdn.bfldr.com/ZZ11QL2O/at/qwv8b8bvbw4sr6sw76brbjv/FFE_Primary_Governing_CT_Laws.pdf));
- (b) if your Cause Profile, grant application or ensuing approval of your grant application indicated a specific use for funds received, you will use all funds received only for such purpose as this is a binding obligation;
- (c) if a Donor has requested that comments be sent to you regarding a donation and such Donor indicated a preferred end use for funds donated, such Donor comments will appear in the Benevity Causes Portal and you will use reasonable best efforts to follow the preference expressed unless doing so would violate applicable law, regulations or these Terms of Use or is otherwise outside the scope of your stated purposes and policies—for clarity, such Donor preferences do NOT create binding obligations on Benevity or any of the Foundations;
- (d) you will not use the funds to discharge an obligation that is legally enforceable against a Donor or any other person;
- (e) you will not promise or provide to a Donor or any other person affiliated with a Donor, either directly or indirectly, a more than incidental benefit or any other impermissible private benefit in return for the funds received from the Foundation including without limitation memberships, tickets, meals or payment of dues, tuition or sponsorships;
- (f) you will not use the funds to support, either directly or indirectly and regardless of whether or not an active war is being waged, any military expenses (including without limitation training, equipment, weapons/armaments, ammunition, fuel, technology, infrastructure, military personnel and all other military uses) nor any other expense that is intended to harm, injure or kill a human being(s);
- (g) you will not transfer the funds, or any resources or assets purchased with the funds, to any country that is subject to economic and/or comprehensive sanctions imposed by relevant international authorities and/or as outlined in applicable international regulations UNLESS you warrant and provide evidence to us in advance that you have obtained all necessary licenses, exemptions and permissions required by applicable laws and regulations to so transfer;
- (h) you will notify us and promptly return to the applicable Foundation all funds you received that cannot be used in accordance with these Terms of Use including without limitation in situations of noncompliance with these Terms of Use; and
- (i) upon written request from us or a Foundation, you will return to the applicable Foundation the full amount of funds that you received where we or the Foundation reasonably determine that the transaction(s) giving rise to your receipt of funds requires reversal, whether because of credit card or other repudiation, Donor fraud or other misfeasance, error or otherwise.

**5.5 Verification of Use of Funds.** You agree that we and/or an applicable Foundation(s) may verify your use of funds received from such Foundation at any time and in our/its sole discretion and you will fully comply including without limitation through:

- (a) written, electronic and/or verbal reports, questionnaires, declarations and/or certifications; and
- (b) audits and/or investigations, which may be random or regularly recurring, virtual or in-person.



**5.6 Administrative Fees.** The Foundations deduct an amount to cover administrative and operating expenses (the “**Cause Support Fee**”) from all donations and grants they receive prior to disbursing to Causes, unless paid for by a Participating Business, Matching Partner or other Donor. While the Cause Support Fee is typically 2.9% of the donation or grant amount, it may differ based upon the percentage the applicable Foundation has implemented or an exception agreed upon with a specific Participating Business. You are able to view the Cause Support Fee applicable to specific disbursements you receive in your Benevity Causes Portal reports. The Cause Support Fee may be amended from time to time.

If a 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 a Participating Business, Matching Partner or other Donor. The Merchant Fees currently applied are a certain percentage of the donation (as set forth in the online Foundations 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 a donation or grant is received in a currency that is different from the currency used in the applicable country offering as selected by a Participating Business in the System and/or location of the recipient Cause or applicable Foundation, then a foreign currency exchange may be undertaken at our or the applicable Foundation’s sole discretion, 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 we and/or the Foundation(s) deem appropriate in our/its sole discretion. The foreign exchange markup is currently equal to a certain percentage of the interbank exchange rate (as set forth in the online Foundations 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. Such markup may be split between the applicable Foundation and its banking partner.

If a recipient Cause located in the U.S. or Canada has not signed up for electronic payments through the System, a manual check fee (as determined from time to time in our sole discretion and as set forth in the online Foundations 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.

We may update the above-mentioned fee schedule from time to time, and any such changes will come into effect immediately upon such update. Cause Support Fees, Merchant Fees, foreign exchange markup and manual check fees do not reduce the donation/grant amount reflected on documentation issued to Donors.

**5.7 Disbursement Timing.** A Foundation, in its sole discretion, determines whether and when to make disbursements to Causes. For clarity, while a Cause may see undisbursed donations or grants listed in Benevity Causes Portal reports where the Donor has provided a Donor Recommendation in favour of said Cause, the Foundation that received such donations/grants maintains **exclusive legal control and discretion over the donated/granted funds**; the Cause has **NO** ownership of or claim, right or entitlement to the donated/granted funds held by the Foundation. While a Foundation may typically disburse to Causes during the calendar month that follows the month in which the Foundation received a donation or grant (e.g. if the Foundation received a donation/grant in January, then it would typically disburse such donation/grant, 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 disbursements have been suspended or terminated as referenced in these Terms of Use, if special circumstances as described below apply, etc.

**5.8 Special Circumstances.** There may be certain circumstances where donations or grants 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 or grant has not been provided to the Foundation by a Participating Business, Matching Partner and/or End User as applicable;
- (c) a recommended Cause is no longer registered or in good standing with the relevant regulatory agency or is otherwise no longer in our Eligible Causes Database; or
- (d) the Foundation, exercising its discretion over the donated/granted 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 an End User or Participating Business, as applicable, to make an alternate Donor Recommendation, but it is not obligated to do so.

**5.9 Confidentiality of Participant Information.** Participating Business, Matching Partner and/or End User information may be shared with you in respect of donations, grants and/or Volunteer Initiatives in relation to the System, including without limitation information that is viewed, obtained, downloaded and/or retrieved from the System (“**Participant Information**”). Such Participant Information includes without limitation business data and information, donation/grant records and personal information, which means information about an identifiable individual as more particularly described in applicable privacy laws and our Privacy Policy as incorporated into these Terms of Use. You agree that you will process and keep all such Participant Information confidential in accordance with applicable privacy and data protection laws and regulations and will not, without the prior written consent of the applicable Participating Business, Matching Partner or End User:

- (a) identify any Participating Business, Matching Partner or End User as a contributor to you or your programs nor reference them in your marketing, promotional or other communications of any kind;
- (b) represent that you are approved or otherwise endorsed by any Participating Business, Matching Partner or End User;
- (c) make any public disclosure of any Participant Information at any time, except as required by applicable law and with reasonable prior notice to the Participating Business/Matching Partner/End User as permitted under such law; or
- (d) use any Participant Information, Material or other intellectual property to solicit donations, grants, funding or other support, clientele, volunteers or other resources.

**5.10 Security of Participant Information.** If you download, export, retrieve or otherwise obtain Participant Information from the System, you must implement and maintain appropriate physical, information security and data protection safeguards to prevent unauthorized access, use or disclosure of Participant Information. If you suffer or reasonably suspect you have suffered an incident or breach that includes Participant Information, you must promptly notify us by submitting a request through <https://causeshelp.benevity.org/hc/en-us>.

## 6. Funding Entity Funding

**6.1 How it Works.** The Funding Entity is distinct from the Foundations. When a Funder provides funding to the Funding Entity through use of the System, the Funding Entity receives the funds directly along with instructions for ultimate disbursement of such funding, less applicable fees, to a Cause(s) as selected by the Funder in the System (“**Funding Instructions**”). The Funding Entity aggregates all funding and makes disbursements to Causes in accordance with Funding Instructions and provides documentation to Funders where applicable. Any interest earned by the Funding Entity on funding belongs to the Funding Entity.

Since many of our processes are similar as between the Foundations and the Funding Entity, Section 5 above applies in its entirety to funding received and disbursed by the Funding Entity with the following exceptions:

- (a) Section 5.1 does not apply;
- (b) Sections 5.2, 5.3, 5.5, 5.6, 5.7, 5.9 and 5.10 apply with the following wording replacements (for clarity, the Foundations 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) applies to the Funding Entity):

- (i) all references to "Foundation", "Foundations" and "Foundation(s)" are replaced with "the Funding Entity",
  - (ii) all references to "donation(s)" and/or "grant(s)" or any combination of the words are replaced with "funding",
  - (iii) all references to "Donor Recommendation" are replaced with "Funding Instructions", and
  - (iv) all references to "Donor" and "Donors" are replaced with "Funder" and "Funders", respectively;
- (c) Section 5.4 is replaced in its entirety with the following:

**Use of Funds.** You agree to comply with the following with respect to all funds received from the Funding Entity regardless of whether such requirements would exist had you received funding directly from a Funder:

- (a) you will use the funds only as directed by the Funder, in accordance with your stated purposes and policies, any Self-Certification Declaration you have submitted AND the stated purposes of and laws applicable to the Funding Entity and will ensure your use of funds complies with all applicable laws and regulations (for ease of reference, the Funding Entity's primary governing tax law can be found at [https://cdn.bfldr.com/ZZ11QL2O/at/qwv8b8bvbwf4sr6sw76brbjv/FFE\\_Primary\\_Governing\\_CT\\_Laws.pdf](https://cdn.bfldr.com/ZZ11QL2O/at/qwv8b8bvbwf4sr6sw76brbjv/FFE_Primary_Governing_CT_Laws.pdf));
  - (b) you will not promise or provide to a Funder or any other person or entity affiliated with a Funder, either directly or indirectly, any impermissible private benefit in return for the funds received from the Funding Entity including without limitation the payment of memberships, dues or tuition;
  - (c) you will not use the funds to support, either directly or indirectly and regardless of whether or not an active war is being waged, any military expenses (including without limitation training, equipment, weapons/armaments, ammunition, fuel, technology, infrastructure, military personnel and all other military uses) nor any other expense that is intended to harm, injure or kill a human being(s);
  - (d) you will not transfer the funds, or any resources or assets purchased with the funds, to any country that is subject to economic and/or comprehensive sanctions imposed by relevant international authorities and/or as outlined in applicable international regulations UNLESS you warrant and provide evidence to us in advance that you have obtained all necessary licenses, exemptions and permissions required by applicable laws and regulations to so transfer;
  - (e) you will notify us and promptly return to the Funding Entity all funds you received that cannot be used in accordance with these Terms of Use and as directed by the Funder including without limitation in situations of noncompliance with these Terms of Use; and
  - (f) upon written request from us or the Funding Entity, you will return to the Funding Entity the full amount of funds that you received where we or the Funding Entity reasonably determine that the transaction(s) giving rise to your receipt of funds requires reversal, whether because of credit card or other repudiation, Funder fraud or other misfeasance, error or otherwise; and
- (d) Section 5.8 is replaced in its entirety with the following:

**Special Circumstances.** In the event the Funding Entity will not disburse funds to a Cause in accordance with Funding Instructions, the Funding Entity will, at its sole discretion, allow the Funder to provide alternate Funding Instructions and/or reimburse the Funder less applicable fees.

## 7. Miscellaneous

**7.1 Services.** You acknowledge and agree that Benevity, the Foundations and the Funding Entity are not providing any fundraising or similar services to you and nothing in these Terms of Use will be deemed or construed as creating a relationship of partnership or joint venture between you and us or any Foundation or Funding Entity. You agree you will not, without our prior written consent, represent that you are approved or otherwise endorsed by us or any Foundation or Funding Entity nor use our or a Foundation's or Funding Entity's Material or other intellectual property to solicit donations, grants, funding or other support, clientele, volunteers or other resources outside of the System.

**7.2 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.

- 7.3 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 and/or the Funding Entity, as applicable.
- 7.4 Foundation and Funding Entity Rights.** You acknowledge that your obligations under these Terms of Use are owed to and for the benefit of us and the applicable Foundations and the Funding Entity. In addition to our rights, you acknowledge that the applicable Foundation or Funding Entity, as third party beneficiary, has the right to enforce the contractual obligations and is entitled to remedies under these Terms of Use.
- 7.5 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.
- 7.6 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.
- 7.7 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, however, your right to use the System immediately ceases upon termination and you agree to not accept any donation, funding or grant disbursements, made through use of the System, following termination.
- 7.8 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.
- 7.9 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.
- 7.10 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 language version 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, such use including without limitation the acceptance of donations/funding/grants made through use of the System, constitutes your acceptance of the revised Terms of Use.

If you have any questions regarding these Terms of Use or any other matter relating to the System, please contact us by submitting a request through <https://causeshelp.benevity.org/hc/en-us>.

*Last Updated: January 2024*