

Network for Good Services Agreement

Last Updated: November 16, 2022

This Network for Good Services Agreement (“Agreement”), which includes Part A (General Terms and Conditions) and Part B (Service/Function Terms and Conditions) is made and entered into as of the date accepted by You and is by and between Network for Good, Inc., a New York corporation, having its principal place of business located at 1140 Connecticut Avenue NW, Suite 700, Washington, DC 20036 United States (“Network for Good”, “us,” “our” or “we”), and the entity ordering or subscribing to any of Network for Good’s services (“You” or “Your”).

BY ORDERING, SUBSCRIBING TO, OR LOGGING IN TO THE NETWORK FOR GOOD SERVICES, OR ACCESSING THE SERVICES ON A TRIAL BASIS, YOU AGREE TO THE TERMS AND CONDITIONS FOR USE OF THE NETWORK FOR GOOD SERVICES AS SET FORTH IN THIS AGREEMENT. YOU UNDERSTAND THAT YOU WILL BE BOUND BY THESE TERMS AND CONDITIONS. YOU WARRANT THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT, AND THAT THIS AGREEMENT IS LEGALLY BINDING ON YOU. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU SHALL NOT PARTICIPATE IN OR USE THE NETWORK FOR GOOD SERVICES, OR ACCESS OR USE ANY MATERIALS OF NETWORK FOR GOOD.

All Network for Good Services offered on and through its websites, mobile sites, and subdomains (All Network for Good Services offered on and through its websites, mobile sites, and subdomains (collectively, the “Websites”), or otherwise, and subscribed to by You will be referred to collectively as the “Services.”

To whom does this Agreement apply?

This Agreement governs the use of the Services by nonprofit organizations that subscribe to Network for Good’s Services, in other words, Network for Good’s clients. Donors, visitors of the Websites, and nonprofit organizations who may receive donations through Network for Good’s Services but do not subscribe to Network for Good’s Services are all subject to Network for Good’s [Terms and Conditions](#).

What provisions does this Agreement contain?

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PART A

(General Terms and Conditions)

1. Access to the Services. Subject to the terms and conditions of this Agreement and Network for Good's Terms of Use, Network for Good will make the Services available to You and Your employees that You identify to Network for Good as authorized to access and use the Services ("Access Holders"). You accept sole responsibility for the use of the Services by You, Your Access Holders, and any other user who gains access to the Services through You or any of Your Access Holders.

The Services include online help functions and a "Frequently Asked Questions" section to assist You and Your Access Holders in the use of the Services. Network for Good currently makes customer support and services available to You and Access Holders, at no cost to You, via telephone (888-284-7978) and email (support@networkforgood.zendesk.com) on weekdays between 8:00AM and 7:00PM Eastern Time, excluding holidays that are recognized by Network for Good, however, the provision of such services is subject to change, in Network for Good's sole discretion.

2. Data. You shall be solely responsible for the quality and accuracy of all classifications of information that You or Your Access Holders enter into the Services. Such information shall include data types described in our [Privacy Policy](#) (collectively, "Data"). Except as otherwise provided in this Agreement, as between You and Network for Good, such Data shall be Your sole property. Network for Good shall keep all Data pertaining to You and Your Access Holders stored in the Services confidential and shall not disclose such Data to anyone except employees, agents, and contractors of Network for Good who need to know the same in order to facilitate the performance of their duties. Network for Good will exercise reasonable care in the protection of Your Data and will maintain reasonable data integrity safeguards against the deletion or alteration of Your Data. If any Data is lost or destroyed because of any act or omission of Network for Good or any noncompliance with Network for Good's obligations under this Agreement, then Network for Good will, at its own expense, use commercially reasonable efforts to reconstruct such Data as soon as possible. Network for Good will store and safeguard storage media containing Your Data when in the custody of Network for Good. You acknowledge and accept that the Services will be unavailable when Network for Good is backing up data or undergoing regular system maintenance. Data will be treated in accordance with Network for Good's Privacy Policy. Network for Good's Privacy Policy can be found on its website at <http://www.networkforgood.org/privacy> (if you are located in any location other than the European Union/European Economic Area (EU/EEA) or UK or are not subject to the GDPR) or <http://www.networkforgood.org/privacy/eu> (if you are located in the EU/EEA or UK or otherwise subject to the GDPR).

3. Improvements. Network for Good may update or otherwise modify the Services at any time for any reason in Network for Good's sole discretion. Network for Good may shut down the

Services for maintenance and development work when necessary. You acknowledge that You are familiar with the Services' functions, and that the Services are sufficient without modification to meet Your and Your Access Holders' requirements. Network for Good shall have no obligation whatsoever to customize, modify, or improve the Services.

4. Ownership of the Services. As among Network for Good, You, and Your Access Holders, Network for Good shall be the sole and exclusive owner of the Services, all materials with respect to the Services supplied to You and Your Access Holders, all new versions, improvements, enhancements, additions, and modifications to the Services or such materials, all copyright, patent, trade secret, and other intellectual property rights related to the Services and such materials, and all tangible media on which the Services and such materials are maintained. You and Your Access Holders shall have no claim or right whatsoever with respect to the Services except, subject to the terms and conditions of this Agreement, for the limited license to use the Services granted herein and the return of Your Data on the Services as provided herein. You and Your Access Holders may not use, copy, modify, transfer, or make any derivative works of all or any part of the Services, any materials with respect to the Services, or any copy, adaptation, transcription, or merged portion thereof, except as expressly permitted hereunder. If You or any Access Holder undertakes any such prohibited action, Your license shall be automatically terminated.

5. Your and Access Holders' Responsibilities. You and any of Your Access Holders will be responsible for maintaining the confidentiality of any password(s) you provide to access the Services, and shall not share your password(s) with anyone else. You and Your Access Holders agree not to use the password(s) of another nonprofit at any time or to disclose Your password(s) to anyone else. You agree to exit (or log-off) from Your account at the end of each session and to immediately notify Network for Good at help@networkforgood.com of any unauthorized use of Your password(s). You are solely responsible for any and all use of Your account and for any actions that take place from the use of Your account, including any damages or claims resulting from unauthorized access to Your account. You also agree that we or third parties acting on our behalf may send you emails regarding important information regarding Your use of the Websites and other electronic communications such as newsletters, promotional materials, and so on. You may opt out of receiving the newsletters and other promotional messages at any time by clicking the unsubscribe link on the email, but You may not opt-out of receiving important items regarding the use of the Websites or Your account and the like. All suggestions and comments You provide become the intellectual property of Network for Good.

You understand that both Network for Good, the for-profit corporation and Network for Good, the Delaware nonprofit corporation that holds donor-advised funds, raises funds from donors into those funds, considers the recommendations of donors and makes grants to other charities (tax ID 68-0480736) ("NFG-DAF") are subject to certain regulatory requirements in each of the states, and to certain federal or international regulations. Accordingly, You agree not to engage in any activities that, in any manner, would jeopardize Network for Good or NFG-DAF's good

standing with any regulatory authority including, but not limited to do any of the following in connection with the Services:

- To make any sale of products or services, including but not limited to any cause related marketing, sweepstakes, raffle tickets or commercial co-ventures;
- Making any misrepresentations about the role of Network for Good or NFG-DAF.

6. NO WARRANTIES; YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY MATERIALS, INFORMATION, CONTENT, FUNCTIONS, PRODUCTS, TEXT, GRAPHICS AND LINKS THEREON, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, DATA ACCURACY, SYSTEM INTEGRATION, AND WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. THE PROTECTED ENTITIES DO NOT WARRANT THAT (A) THE SERVICE AND SERVICES WILL FUNCTION UNINTERRUPTED, SECURELY OR WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY ERRORS OR DEFECTS WILL BE CORRECTED; (C) THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (D) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS; OR (E) YOUR FUNDRAISING ACTIVITIES WILL BE EFFECTIVE OR THAT YOU WILL RECEIVE ANY DONATIONS OR GRANTS AS A RESULT OF YOUR USE OF THE SERVICES. NETWORK FOR GOOD DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF CONTENT ON THE SERVICES OR WITH RESPECT TO ITS COMPLETENESS, ACCURACY, TRUTHFULNESS, AVAILABILITY, ADEQUACY, USEFULNESS, TIMELINESS, SECURITY, RELIABILITY OR OTHERWISE. IF YOU ARE DISSATISFIED WITH THE SERVICES, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SERVICES. YOU AGREE THAT WE, IN OUR SOLE DISCRETION, MAY IMMEDIATELY TERMINATE YOUR ACCESS TO THE SERVICES AT ANY TIME, FOR ANY REASON WITHOUT ADVANCE NOTICE TO YOU. YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE SERVICES OR DELETION OF YOUR ACCOUNT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

7. INDEMNIFICATION. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS NETWORK FOR GOOD, ITS LICENSORS, SERVICE PROVIDERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AS WELL AS OTHER USERS OF THE SERVICES, FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, GOVERNMENTAL INQUIRIES OR INVESTIGATIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING, WITHOUT LIMITATION, ALL REASONABLE ATTORNEYS’ FEES, ARISING FROM OR RELATING TO (A) USE OF OR ACCESS TO THE SERVICES, BY YOU OR ANY PERSON USING YOUR ACCOUNT; (B) BREACH OF THESE TERMS BY YOU OR ANY PERSON USING

YOUR ACCOUNT; (C) VIOLATION OF THE LAW OR VIOLATION OR INFRINGEMENT OF ANY THIRD-PARTY RIGHT BY YOU OR ANY PERSON USING YOUR ACCOUNT; AND (D) ANY ACTIVITY OTHERWISE RELATED TO USE OF THE SERVICES (INCLUDING NEGLIGENT OR WRONGFUL CONDUCT) BY YOU OR ANY PERSON USING YOUR ACCOUNT.

8. LIMITATION OF LIABILITY; TIMING FOR CLAIMS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NETWORK FOR GOOD OR ITS RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT OR YOUR USE OR INABILITY TO USE THE SERVICES FOR (A) PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES; OR (B) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED ALL AMOUNTS PAID BY YOU TO NETWORK FOR GOOD UNDER SECTION 12 OF THIS AGREEMENT WITHIN THREE (3) MONTHS OF THE DATE OF THE APPLICABLE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR NETWORK FOR GOOD WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT ANY CLAIM OR CAUSE OF ACTION RELATED TO THE SERVICES AND/OR THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR FOREVER BARRED. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

9. Term and Termination.

Network for Good offers an annual subscription plan for its Services. The term of Service for which this Agreement shall apply will continue for one year from the commencement date of such Services and will automatically renew for successive one-year terms thereafter, or until terminated by either You or Network for Good.

You may terminate this Agreement by giving Network for Good at least thirty (30) calendar days' prior written notice of such termination and the date on which the termination will be effective.

If You terminate this Agreement prior to the expiration of the then current term, the balance of any unpaid amounts owed for the remainder of that term will be charged in full at the time of termination.

If You access or make use of the Services on a no-cost, trial basis ("Trial"), You may only access or make use of the Services as a Trial for the period of time provided by Network for Good. YOU ACKNOWLEDGE THAT ANY TRIAL IS PROVIDED ON AN "AS-IS" BASIS AND WITHOUT ANY INDEMNIFICATION, SUPPORT, OR WARRANTIES OR REPRESENTATIONS OF ANY KIND.

Network for Good shall have the right in Network for Good's sole discretion to immediately terminate this Agreement at any time, for any reason or for no reason, upon written notice to You.

10. Entire Agreement; Modification; Waiver. This Agreement, and any accompanying agreed upon written subscription or payment terms, together constitute the entire agreement between You and Network for Good pertaining to the matters set forth herein and supersedes all prior and contemporaneous agreements, representations, and understandings between You and Network for Good.

Network for Good reserves the right to supplement, modify, or amend the Agreement at any time, without notice to You, by posting updated versions of this Agreement to the Websites. Your continued use of any Services after Network for Good's modification of this Agreement constitutes Your acceptance of the terms and conditions of this Agreement as modified. You shall be solely responsible for checking the Websites from time to time to ensure You are aware of any updates or changes to this Agreement. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. This Agreement shall be executed electronically.

11. License. Subject to the terms and conditions of this Agreement, Network for Good hereby grants You and Your Access Holders a limited, worldwide, non-exclusive, non-transferable, non-assignable and non-sublicensable right and license to access and use the Services solely for Your internal business purposes for the term of this Agreement. Network for Good reserves all other rights with respect to the Services that are not expressly granted to You herein.

12. Subscription Fees; Transaction Fees. During the annual subscription period, where applicable, (the "Subscription Period"), you agree to pay Network for Good a recurring subscription fee (the "Subscription Fee"). Each Subscription Period shall automatically renew and extend at the end of the Subscription Period for successive periods of one year, unless automatic renewal is cancelled in the manner described in Section 9 of this Agreement. You and Network for Good will agree on the Subscription Fee at the time you subscribe to the Services. Network for Good will notify You prior to renewal and again upon renewal of the Subscription Period. If Network for Good has a valid payment method on file, then Your payment method will be charged, and the applicable Subscription Period will be automatically renewed and extended as described above for the Subscription Fee.

Where applicable, Network for Good will charge You a transaction fee per transaction of 3% per transaction (the "Transaction Fee") ("Subscription Fee" and "Transaction Fee" together also referred to as "Fees"), which is subject to change, from time to time, in Network for Good's sole discretion, upon prior notice.

You agree to pay the Subscription Fee and all applicable taxes and other costs associated with the Services, including, without limitation, any applicable Transaction Fee, in accordance with this Agreement. By providing Network for Good with a payment method, You (i) represent that You are authorized to use the payment method You provided and any payment method You provide is true and accurate, (ii) authorize Network for Good to charge You for the Services using Your payment method.

13. Rights Reserved. Network for Good reserves the right at all times to disclose any information and Data as it deems necessary to satisfy any applicable law, regulation legal process or governmental request, or to edit, refuse to post, or remove any information or materials, in whole or in part, in Network for Good's sole discretion. In addition, Network for Good has the right to use aggregated data about Your usage of the Services in Network for Good's marketing or other materials.

14. Call Recording. Telephone calls with Network for Good may be recorded for quality and training purposes. You agree and consent to the recording of any telephone calls between you and Network for Good and, further, represent and covenant that the subscriber or customary user of any phone number you have provided to us at which we may contact You, has been informed of and provided his or her consent to the foregoing call recording.

15. Text Messages. By providing Network for Good with a wireless number, You agree that You have provided the appropriate consent required to receive informational and/or transactional text messages from Network for Good and understand that such text messages may be sent via an autodialer to the wireless number that You have provided, and that data and messaging rates may apply. You further warrant to Network for Good that you are the subscriber of the wireless number you have provided, or that you are the customary user of the wireless number you have provided. You agree to promptly notify Network for Good if service for any wireless number provided by you is cancelled or if your wireless number changes. You also agree to abide by Network for Good's [Mobile Texting Terms and Conditions](#).

16. User Generated Content and Licensing rights. The Network for Good Services or Websites may allow you to upload, download, or share content with other users or persons. However, Network for Good does not permit You to use the Websites or Services to upload, download, or share anything such as messages, posts, text, film, video, audio, photographs, or other recordings or images, or any other content (collectively, "User Generated Content" or "UGC") that you do not have a right to use and share on the Internet.

By use of any UGC on our Websites or via the Services, you represent and warrant that: (a) you are the original author or creator of the UGC and/or have full copyright, title and interest or have a license in and to any UGC; (b) you have the full power and authority to upload, download and/or share such UGC; and (c) the use of all or any element of the UGC will not violate or infringe upon the trademarks, trade names, copyrights, patents, privacy or publicity rights or any other personal or proprietary rights of an person or entity, and will not defame or libel any person or entity.

16.1 Monitoring, Screening and Removal of UGC. You acknowledge that we and/or our designees may or may not pre-screen UGC, and that we have no control over UGC, therefore we do not guarantee the accuracy, integrity, or quality of such content. We shall have the right (but not the obligation), in our sole discretion, to move, remove, block access to, monitor, screen, modify, refuse or decline to restore any UGC or your access to any UGC for any or no reason, including without limitation that such UGC violates this Agreement or is otherwise objectionable.

Network for Good takes no responsibility and assumes no liability for any UGC uploaded, transmitted, or downloaded by You or any third party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity, You may encounter. As the provider of the Websites and Services, we are only a conduit and are liable for any statements, representations, or content provided by users. Any opinions, advice or recommendations expressed therein are those of the users providing such content and not those of Network for Good. Network for Good does not endorse any content or any opinion, recommendation or advice expressed therein. It is not our intent to discourage you from taking controversial positions or expressing vigorously what may be unpopular views; however, we reserve the right to take such action as we deem appropriate in cases where the Websites or Services are used to disseminate statements that are currently or are potentially harmful or inflammatory.

16.2 UGC License and Rights. Please note that if You upload, share or otherwise make available any UGC on our Websites or Services, You will still own the UGC (assuming you have the rights to own it or the UGC does not contain Network for Good Marks, in which we reserve all ownership rights) but You are giving Network for Good and any third party visitor of Network for Good's Websites, the right to use Your UGC. That means that if You send in, post, upload, make available, or disclose to us in any way any UGC, You grant us, our related entities and any third party, the right to use it in any way and in any medium, without getting Your permission or having to pay You for it.

In legal terms, by providing us with any UGC, You grant Network for Good, Operational Service Providers, and licensors, and each of their successors and assigns, and any third party, a worldwide, perpetual, irrevocable, unrestricted, non-exclusive right and fully sub-licensable royalty-free license to use, copy, reproduce, distribute, public publicly perform, publicly display, modify, adapt, translate, archive, store, and create derivative works from such UGC, in any form, format or medium, of any kind now known or later developed. Without limiting the generality of the previous sentence, you authorize us to share the UGC across the Websites and all Services platforms, and any other media now or hereafter known affiliated with us and to use your name, likeness and any other information in connection with our use of the material you provide. You waive any moral rights you might have with respect to any UGC you provide to us.

You understand, acknowledge and agree that all rights in the above are granted to us without the need or your right for compensation of any sort.

17. Jurisdiction. This Agreement shall be construed in accordance with the laws of the District of Columbia, without regard to conflict of laws principles. You hereby irrevocably consent to the jurisdiction of the courts in the District of Columbia. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. No waiver of any provision of this Agreement by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. In this Agreement, the word “including” is used illustratively, as if followed by the words “but not limited to.” YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

PART B

(Service/Function Terms and Conditions)

18. Electronic Communication Functions (Special Provisions). If You are subscribing to one or more of the Services that include electronic communication capabilities, including email, messaging, or other communication service (including, without limitation, Constant Contact[®] with Fundraising Pages, Event Ticketing, Donor Management Software, and Cause4Auction) (“Communication Functions”), Section 18 and its subsections apply specifically to You. If You are not subscribing to any of Services containing Communication Functions, Section 18 and its subsections do not apply to You.

18.1 Use Restrictions. Communication Functions are designed to enable You and Your Access Holders to communicate. You agree (and must require all of Your Access Holders to agree) to use the Communication Functions only to transmit messages and material that are proper and, when applicable, related to the particular Communication Function. ANY IMPROPER USE OF THE COMMUNICATION FUNCTIONS WILL RESULT IN TERMINATION OF THIS AGREEMENT. By way of example, and not as a limitation, You and each of Your Access Holders agree that when using a Communication Function, he, she, or it will not:

- Use the Communication Functions in connection with pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Publish, post, upload, distribute, or disseminate any materials that violate any legal rights (such as rights of privacy and publicity, intellectual property rights, or any other legal rights) of others, or otherwise violate any such rights using the Services.

- Publish, post, upload, distribute, or disseminate any profane, defamatory, obscene, indecent, unlawful, or objectionable topic, name, image, material, or information. You understand, acknowledge and agree that we have sole discretion to determine violations of this prohibition.
- Publish, post, upload, distribute, or disseminate any topic, name, material, or information that incites discrimination, hate, or violence towards one person or a group because of their race, ethnicity, gender, sexual orientation, religion, or national origin, or that insults or disparages the victims of crimes against humanity by contesting or ignoring the existence of those crimes.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of the Services, another person's computer or property.
- Download any file posted by another user of a Communication Function that You or Access Holder, as applicable, knows, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, copyright, trademark, or other legal or proper notices, or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other authorized user from using and enjoying the Communication Functions.
- Violate any applicable local, state or federal laws, rules, guidelines or regulations.
- Create a false identity for the purpose of misleading others.

18.2 Right to Terminate Access. Network for Good has no obligation to monitor the Communication Functions. However, Network for Good reserves the right to review materials posted to a Communication Function and to remove any materials in its sole discretion. Network for Good reserves the right to immediately terminate Your or Access Holder's access to any or all of the Communication Functions at any time, without notice, for any violation of the standards set forth above.

19. Fundraising Pages (Special Provisions). If You subscribe to any Fundraising Page, which include any Fundraising Page bundle, function or service provided by Network for Good, including, but not limited to, products named "DonateNow," "Peer-to-Peer" and "Everyday Giving Pages", (collectively, "Fundraising Pages"), Section 19 applies specifically to You. If You are not subscribing to Fundraising Pages, Section 19 does not apply to You. You hereby

represent that You are, or are collecting funds as a legally authorized agent of, an Internal Revenue Code (“IRC”) Section 501(c)(3) organization classified as a public charity under IRC Section 509(a).

19.1 Quick Pay Service. If you are eligible for and subscribe to Network for Good’s Quick Pay service, contributions to Your charity will be made to and distributed by one of two separate and independent third-party service providers which are either (1) WePay; or (2) Stripe. Your Charity will select which of these service providers will distribute the contribution, please contact your Charity to verify which service provider they have selected. [Note, Network for Good’s Quick Pay service is not available for use with DonateNow pages.] Network for Good offers the Quick Pay service for a monthly fee, as agreed upon, in writing, between the parties. If Your payment distribution method is provided via WePay or Stripe, this Section 19.1 will apply to You, including, without limitation, Your use of the Quick Pay service. Accordingly, when you use Quick Pay, your use of the Quick Pay service is governed by both this Agreement and the terms of service of either: (1) WePay, which its terms of service can be found at <https://go.wepay.com/terms-of-service>; or (2) Stripe, which its terms of service can be found at <https://stripe.com/legal/ssa>.

Similarly, whereas Network for Good’s Privacy Policy will apply to its collection and use of Your Data, WePay’s and Stripe’s own privacy practices apply to its collection and use of any information WePay and Stripe collects when You subscribe to the Quick Pay service., WePay’s Privacy Policy can be found at <https://go.wepay.com/privacy-policy>. Stripe’s Privacy Policy can be found here <https://stripe.com/privacy>. Please carefully review the Terms of Service and Privacy Policy of WePay and Stripe (as applied to you). Network for Good is not responsible for the acts, privacy practices, or content of WePay or Stripe and assumes no liability for WePay’s or Stripe’s acts in the provision of Quick Pay to You. Please note that, in our relationship with WePay or Stripe to provide You with the Quick Pay service, Network for Good may share your personal and organizational information with WePay or Stripe, only as necessary for Your use of the Quick Pay service, and in accordance with [Network for Good’s Privacy Policy](#). Should You have any other questions about Network for Good’s relationship with WePay or Stripe, please contact us. If You are a 509(a)(3) organization or an organization that provides a benefit to donors in return for a donation (e.g., tax credits, sweepstakes entry, material goods), You must subscribe to the Quick Pay service.

19.2 Obligations. If you subscribe to the Quick Pay service, this Section 19.2 does not apply to you. The contribution to Your charity is being made to NFG-DAF. which will grant to You, provided that You are a public charity in good standing with the IRS at the time of the distribution, with such status to be determined by NFG-DAF in its reasonable discretion. Notwithstanding the foregoing, should Network for Good discover that You used the Fundraising Pages to process goods and services, NFG-DAF shall receive and transmit any payments processed by Fundraising Pages that represents any goods and/or services provided to a donor in exchange for a donor’s contribution to You as Your agent providing such services to You. As required by the IRC and Internal Revenue Service (“IRS”), NFG-DAF has exclusive legal control over the donation. During the term of this Agreement, Network for Good and/or NFG-

DAF, as applicable, agrees to (i) maintain Fundraising Pages, (ii) maintain such functionality as is necessary so that donors can direct donations to You, (iii) collect all donations directed to You, and grant the proceeds thereof, net of the costs and expenses set forth in Section 19.6, to You, (iv) provide an email receipt to each donor, and (v) provide You the ability to view donation information maintained by Network for Good and NFG-DAF.

19.3 User Data Reports. During the term of this Agreement, You agree to notify Network for Good immediately if there is a material change to any of the information or Data provided on Your application to participate in Fundraising Pages. AS INDICATED BELOW IN SECTION 19.7, FUNDRAISING PAGES PROVIDES YOU ACCESS TO CERTAIN USER DATA REPORTS. IT IS YOUR RESPONSIBILITY TO REGULARLY REVIEW THESE USER DATA REPORTS AND REPORT ANY CONCERNS TO NETWORK FOR GOOD IN A TIMELY MANNER; FAILURE TO REVIEW AND REPORT WILL LIMIT YOUR RIGHTS AND OUR ABILITY AND OBLIGATION TO ADDRESS YOUR CONCERNS.

19.4 License to You. Network for Good hereby grants to You a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to (i) access the functionality maintained on Network for Good's secure server through hypertext links incorporated into Your website solely in accordance with the terms of this Agreement, and (ii) solely in connection with such hypertext links, use the logos, trade names, trademarks, promotional text, Fundraising Page donate button design and similar identifying material (collectively, the "Licensed Materials") of Network for Good that Network for Good specifically provides to You for such purpose. You are only entitled to use the Licensed Materials to the extent that You are a member in good standing of Fundraising Pages. Notwithstanding anything to the contrary herein, Network for Good is and shall remain the sole owner of all content on the Websites and all of the Licensed Materials.

19.5 General Conditions. You agree not to use the Licensed Materials in any manner that is disparaging or that otherwise portrays Network for Good in a negative light. Network for Good reserves all of its respective rights in the Licensed Materials covered by the licenses granted in this Section 19. Network for Good may revoke the license at any time by giving You written notice. Other than the licenses granted in this Agreement, Network for Good retains all right, title, and interest in and to its Licensed Materials and all of its other proprietary materials, including any copyrights, trademarks, patents, trade secrets, and all other intellectual rights and any goodwill embodied therein, and no right, title, or interest is transferred to You. You agree that Network for Good is the sole owner and/or valid licensee of all of the trademarks, copyright and all other intellectual property contained or embodied in the Websites and that You shall not have any ownership or any other rights with respect to all or any portion of the Websites.

19.6 Grants; Disbursements. If you subscribe to the Quick Pay service, this Section 19.6 does not apply to you. As required by the IRC and the IRS, any donations made using the Fundraising Pages Services are made to NFG-DAF, and NFG-DAF has exclusive legal control over such donations (except if You subscribe to the Quick Pay service). A donor has the right to recommend to Network for Good that it grant such donations to You. NFG-DAF shall grant such

donations to You provided that You are a public charity eligible to receive DAF grants and in good standing with the IRS at the time of the distribution, with such status to be determined by NFG-DAF in its reasonable discretion. As donations are not refundable to the donor, NFG-DAF retains the right to re-grant donations to another charity if You are no longer in good standing as a public charity with the IRS, if You appear on the Office of Foreign Assets Control (OFAC) list of organizations with suspected ties to terrorism, or if You have not cashed checks issued by NFG-DAF to You within six (6) months of the date of issue. Pursuant to the terms of this Agreement, NFG-DAF shall distribute to You the aggregate amount of the donations that a donor recommends be distributed to You through the Fundraising Pages Services and actually collected by NFG-DAF, less any amounts retained by Network for Good and NFG-DAF for Subscription Fees (as defined above in Section 12), and/or cancelled contributions, as described in Section 19. Note that should Network for Good discover that You used the Fundraising Pages to process goods, services or event tickets in exchange for donations, Network for Good shall act as Your agent in facilitating such donations made using the Fundraising Pages Services. If You have signed up to receive disbursements through electronic funds transfer, then all donations to You, net of Fees, shall be disbursed to You within thirty (30) days after the end of each month. If You are receiving disbursements through checks, the aggregate donations totaling at least \$9.51, net of Fees (“Minimum Disbursement Amount”), shall be disbursed to You within thirty (30) days after the end of each month and shall be accompanied by a statement showing the donations collected and the amount retained by Network for Good for Fees incurred. NFG and NFG-DAF shall have the right to update the Minimum Disbursement Amount from time to time in its sole discretion. If donations directed to You do not meet the Minimum Disbursement Amount, NFG-DAF will hold donations to You until the sum of the aggregate donations meets the Minimum Disbursement Amount. Notwithstanding the foregoing, NFG-DAF shall disburse any donations to You, net of any Transaction Fees, as defined below, or credit card fees, no less than once every twelve (12) months, regardless of whether or not such amount is less than the Minimum Disbursement Amount.

19.7 Fundraising Pages User Data. For the purpose of this Section 19, “User Data” shall mean all information collected by Network for Good from any user who makes an online contribution recommended for You via the Fundraising Pages Services. Except as provided herein, all User Data shall be deemed to be jointly owned by Network for Good, NFG-DAF (only to the extent transactions are made through NFG-DAF) and You. Without the express permission of the user, neither Network for Good nor NFG-DAF shall sell, disclose, transfer, or rent the User Data to any third party, or use any User Data for their own purposes or on behalf of any third party at any time, including after termination or expiration of the Agreement, except as otherwise described in this Agreement, including, without limitation, for purposes of the Quick Pay Service and in accordance with the applicable Network for Good Privacy Policy. Network for Good and NFG-DAF shall maintain and store all User Data in compliance with their then-current privacy and security policies. Unless You have specifically informed donors of a Privacy Policy that differs from Network for Good’s policy, You shall adhere to the Privacy Policy adopted by Network for Good. Network for Good’s Privacy Policy can be found on its website at <http://www.networkforgood.org/privacy> (if you are located in any location other than the European Union/European Economic Area (EU/EEA) or UK or are not subject to the GDPR)

or <http://www.networkforgood.org/privacy/eu> (if you are located in the EU/EEA or UK or otherwise subject to the GDPR). You shall publish a privacy policy that clearly and fully communicates Your policies on Your website not later than six (6) months after the date of this Agreement. Network for Good shall make available User Data to You on a monthly or quarterly basis, as applicable, simultaneous with the statement to be provided to You pursuant to Section 19.6; provided, however, that if You permit anonymous donations and a user elects anonymity, Network for Good shall not disclose such User Data to You. You shall have access to certain User Data reports through the on-line “My Account” administration services. In the event of service cancellation, You will have access to Your User Data for a period up to thirty (30) days of the date after cancellation.

19.8 Cancelled Contributions. If you subscribe to the Quick Pay service, this Section 19.8 does not apply to you.

19.8.1 Donor Initiated Credit Card Contribution Cancellations. All donations processed by NFG-DAF are final and may not be refunded, except as specified in Section 19.9.4 of this Agreement.

19.8.2 Credit Card Company Charge Backs and Disputed Charges. In the event Network for Good receives notification of a charge back or a disputed charge from a credit card company as a result of a donation granted to You:

Network for Good shall have the right, regardless of if or when Network for Good chooses to pursue such right, to:

- Deduct charge back amounts from Your future grant checks until the charge back and related administrative fees are paid in full.
- Terminate any of Your access to Your account, as well as suspend, cancel, or terminate Your account for nonpayment of credit card charge backs.
- Pursue any necessary legal action in order to recover the disputed charge back amounts. You acknowledge and agree that if Network for Good finds You did not, in good faith, attempt to refund Network for Good with the charge back amount in question, then You will pay for all of Network for Good’s expenses (including, but not limited to, courts costs and attorney fees) related to any legal action initiated for the purpose of recovering the disputed charge back amounts from You.

19.9 Event Ticketing. Event Ticketing is offered by Network for Good subject to the following:

19.9.1 Use. By accessing and using Event Ticketing, you signify that You have read, understand, acknowledge, and agree to be bound by the following special terms. Furthermore, You agree that the Event Ticketing service will only be used for the actual purpose of selling tickets to a

fundraising event by or for the benefit of a tax-exempt organization, or an organization otherwise eligible to receive tax-deductible contributions, as specified in Section 501 of the IRC.

19.9.2 Relationship. If you subscribe to the Quick Pay service, this Section 19.9.2 does not apply to you. You understand, acknowledge and agree that Network for Good receives and transmits any payments processed using Event Ticketing as Your agent providing such services to You. As a result, all payments received through Event Ticketing are solicited and received by You and held by Network for Good on Your behalf. Therefore, You are responsible for complying with all applicable local, state and federal statutes, rules, regulations and guidelines relating to such fund-raising activities, including providing appropriate gift receipts as required under the IRC and state and local fund-raising and solicitation requirements.

19.9.3 Representations and Warranties. Network for Good makes no representations or warranties regarding the applicability of tax laws to You, such as Your ability to receive tax deductions or other tax benefits in connection with donations made through the Event Ticketing service.

19.9.4 Refunds. In limited circumstances, in Network for Good's sole discretion, event ticket sales made through the Event Ticketing service may be refunded to donors due to cancellation of the event or donor's inability to attend the event. If a refund is granted after the donation was processed by NFG-DAF, Network for Good may either deduct the amount of the refund from Your future grant checks or require You to refund the amount.

20. Peer-to-Peer Enterprise Fundraising Platform (Special Provisions). If You subscribe to our Peer-to-Peer Enterprise Fundraising Platform and/or we provide You any Network for Good website hosting the Peer-to-Peer Enterprise Fundraising Platform, or you have subscribed to the service formerly known as GiveCorp or fundraising products sold by GiveCorps or GiveLink, LLC (collectively, the "Platform"), Section 20 applies specifically to You. If You do not subscribe to the Platform, Section 20 does not apply to You. You hereby represent that You are, or are collecting funds as a legally authorized agent of, a IRC Section 501(c)(3) organization classified as a public charity under IRC Section 509(a).

20.1 Obligations. Unless otherwise agreed upon in writing between You and Network for Good, the contribution to Your charity is being made to NFG-DAF, which NFG-DAF will distribute to You, provided that You are a public charity in good standing with the IRS at the time of the grant, with such status to be determined by NFG-DAF in its reasonable discretion. Notwithstanding the foregoing, NFG-DAF shall receive and transmit any payments processed by the Platform that represents any goods and/or services provided to a donor in exchange for a donor's contribution to You as Your agent providing such services to You. As required by the IRC and the IRS, NFG-DAF has exclusive legal control over the donation. During the term of this Agreement, Network for Good and/or NFG-DAF, as applicable, agrees to (i) maintain the Platform, (ii) maintain such functionality as is necessary so that donors can direct donations to You, (iii) collect all donations directed to You, and grant the proceeds thereof, net of the costs and expenses set forth in Section 20.5, to You, (iv) provide an email receipt to each donor, and

(v) provide You the ability to view donation information maintained by Network for Good and NFG-DAF.

20.2 User Data Reports. During the term of this Agreement, You agree to notify Network for Good immediately if there is a material change to any of the information and Data provided on Your application to participate in the Platform. AS INDICATED BELOW IN SECTION 20.6, THE PLATFORM PROVIDES YOU ACCESS TO CERTAIN DATA REPORTS. IT IS YOUR RESPONSIBILITY TO REGULARLY REVIEW THESE USER DATA REPORTS AND REPORT ANY CONCERNS TO NETWORK FOR GOOD IN A TIMELY MANNER; FAILURE TO REVIEW AND REPORT WILL LIMIT YOUR RIGHTS AND OUR ABILITY AND OBLIGATION TO ADDRESS YOUR CONCERNS.

20.3 License to You. Network for Good hereby grants to You a limited, non-exclusive, non-transferable, non-sublicensable, non-assignable revocable right to (i) access the functionality maintained on Network for Good's secure server through hypertext links incorporated into Your website solely in accordance with the terms of this Agreement, and (ii) solely in connection with such hypertext links, use the logos, trade names, trademarks, copyrights, promotional text, Platform design and similar identifying material (collectively, the "Platform Licensed Materials") of Network for Good that Network for Good specifically provides to You for such purpose. You are only entitled to use the Platform Licensed Materials to the extent that You are a member in good standing of the Platform. Notwithstanding anything to the contrary herein, Network for Good is and shall remain the sole owner of all content on the Platform and all of the Platform Licensed Materials.

20.4 General Conditions. You agree not to use the Platform Licensed Materials in any manner that is disparaging or that otherwise portrays Network for Good in a negative light. Network for Good reserves all of its respective rights in the Platform Licensed Materials covered by the licenses granted in this Section 20. Network for Good may revoke the license at any time by giving You written notice. Other than the licenses granted in this Agreement, Network for Good retains all right, title, and interest in and to its Platform Licensed Materials and all of its other proprietary materials, including any copyrights, trademarks, patents, trade secrets and all other intellectual rights and any goodwill embodied therein, and no right, title, or interest is transferred to You. You agree that Network for Good is the sole owner and/or valid licensee of all of the trademarks, copyright and all other intellectual property contained or embodied in the Platform and that You shall not have any ownership or any other rights with respect to all or any portion of the Platform.

20.5 Grants. Unless otherwise agreed in writing between the parties, as required by the IRC and the IRS, any donations made using the Platform are made to NFG-DAF, and NFG-DAF has exclusive legal control over such donations. A donor has the right to recommend to Network for Good that it distribute such donations to You. NFG-DAF shall grant such donations to You provided that You are a public charity eligible to receive DAF grants and in good standing with the IRS at the time of the distribution, with such status to be determined by NFG-DAF in its reasonable discretion. As donations are not refundable to the donor, NFG-DAF retains the right to re-grant donations to another charity if You are no longer in good standing as a public charity

with the IRS, if You appear on the OFAC list of organizations with suspected ties to terrorism or if You have not cashed checks issued by NFG-DAF to You within six (6) months of the date of issue. Pursuant to the terms of this Agreement, NFG-DAF shall distribute to You the aggregate amount of the donations that a donor recommends be distributed to You through the Platform and actually collected by NFG-DAF, less any amounts retained by Network for Good and NFG-DAF for processing costs and/or cancelled contributions, as described in Section 20.7. If You elect to use Network for Good's payment processing services (other than the Quick Pay service) to facilitate donations via the Platform, and your donors receive any goods, services or event tickets in exchange for their donations to You, NFG-DAF disburses such donations to You acting solely as Your agent. Each grant shall be made to You within thirty (30) calendar days, net of Transaction Fees and/or credit card fees, after the end of each month and shall be accompanied by a statement showing the donations collected and the amount retained by Network for Good.

20.6 Platform User Data. For the purpose of this Section 20, "Platform User Data" shall mean all Data collected by Network for Good from any user who makes an online contribution designated for You via the Platform, including, but not limited to, data which can be reasonably used to identify a specific individual, such as name, address and/or phone number, and any financial account information related to the user and associated with the user's Data. Except as provided herein, all Platform User Data shall be deemed to be jointly owned by Network for Good, NFG-DAF (only to the extent transactions are made through NFG-DAF) and You. Without the express permission of the user, neither Network for Good nor NFG-DAF shall sell, disclose, transfer, or rent the Platform User Data to any third party, or use any Platform User Data for their own purposes or on behalf of any third party at any time, including after termination or expiration of the Agreement, except as otherwise described in this Agreement, including, without limitation, for purposes of the Quick Pay Service and in accordance with the applicable Network for Good Privacy Policy. Network for Good and NFG-DAF shall maintain and store all Platform User Data in compliance with their then-current privacy and security policies. Unless You have specifically informed donors of a Privacy Policy that differs from Network for Good's policy, You shall adhere to the Privacy Policy adopted by Network for Good. Network for Good's Privacy Policy can be found on its website at <http://www.networkforgood.org/privacy> (if you are located in any location other than the European Union/European Economic Area (EU/EEA) or UK or are not subject to the GDPR) or <http://www.networkforgood.org/privacy/eu> (if you are located in the EU/EEA or UK or otherwise subject to the GDPR). You shall publish a Privacy Policy that clearly and fully communicates Your policies on Your website not later than six (6) months after the date of this Agreement. Network for Good shall release Individually Identifiable Platform User Data to You on a monthly or quarterly basis, as applicable, simultaneous with the statement to be provided to You pursuant to Section 20.5; provided, however, that if You permit anonymous donations and a Platform user elects anonymity, Network for Good shall not disclose such data to You. You shall have access to certain Platform User Data reports through the on-line "My Account" administration services. In the event of Service cancellation, You will have access to Your Platform User Data for a period up to thirty (30) calendar days of the date after cancellation.

20.7 Cancelled Contributions.

If You subscribe to the Quick Pay service to process donations in conjunction with the Platform, this Section 20.7 will not apply to You.

(1) Donor Initiated Credit Card Contribution Cancellations: All donations processed by NFG-DAF are final and may not be refunded.

(2) Credit Card Company Charge Backs and Disputed Charges: In the event Network for Good receives notification of a charge back or a disputed charge from a credit card company as a result of a donation granted to You:

- Network for Good shall have the right to:
 - Deduct charge back amounts from Your future grant checks until the charge back and related administrative fees are paid in full.
 - Terminate any of Your access to Your account, as well as suspend, cancel, or terminate Your account for nonpayment of credit card charge backs.
 - Pursue any necessary legal action in order to recover the disputed charge back amounts. You acknowledge and agree that if Network for Good finds You did not, in good faith, attempt to refund Network for Good with the charge back amount in question, then You will pay for all of Network for Good's expenses (including, but not limited to, courts costs and attorney fees) related to any legal action initiated for the purpose of recovering the disputed charge back amounts from You.

20.8 Network for Good Rights and Responsibilities. We review each project before we post it on the Platform. Our efforts include, but are not limited to, screening Your proposed project, obtaining a representation that You are a Section 501 (c)(3) organization and evaluating the project budget to determine that it is reasonable. In addition, we utilize Guidestar's Charity Check Reports to verify Your charitable status with IRS Publication 78 data. We reserve the right to exclude, suspend or otherwise limit any member of the Platform's use of the Platform, in our sole discretion.

20.9 Disclaimer. Network for Good shall bear no responsibility for the success (or lack thereof) of any of Your proposed or funded projects or for Your activities.

21. Donor Management Software (Special Provisions). If You are subscribing to Network for Good's automated customer relationship management system, the Donor Management Software ("DMS"), Section 21 applies specifically to You. If You are not subscribing to DMS, Section 21 does not apply to You.

21.1 Kindful Donor Management Software. You may be using DMS provided by either Network for Good or Trail Software, Inc. DBA Kindful (“Kindful”), which is a separate and independent third-party service provider. The website You visit to log in to Your DMS account will show You if Your DMS are provided by Network for Good or Kindful. If Your DMS are provided by Kindful, this Section 21.1 will apply to Your use of such software. Accordingly, when you use Kindful’s DMS, your use of DMS is governed by both this Agreement and Kindful’s Terms of Use, which can be found at <https://www.kindful.com/terms>. Similarly, whereas Network for Good’s Privacy Policy will apply to its collection and use of Your Data, Kindful’s own privacy practices apply to its collection and use of any information Kindful collects when You use DMS, in accordance with its privacy policy, which You can read at <https://www.kindful.com/privacy>. Please review Kindful’s Terms of Use and Privacy Policy carefully. Network for Good is not responsible for the acts, privacy practices, or content of Kindful or DMS and assumes no liability for Kindful’s acts in the provision of DMS to You. Please note that, in our relationship with Kindful to provide You with access to DMS, Network for Good may share Your Data with Kindful, only as necessary for Your use of DMS, and in accordance with [Network for Good’s Privacy Policy](#). Should you have any other questions about Network for Good’s relationship with Kindful, please contact us.

21.2 Network for Good’s DMS. If You subscribe to Network for Good’s DMS (check the website you visit to log in; if it is Network for Good’s website, Your DMS is provided by Network for Good), You are using the DMS provided by Network for Good, and Your use will be governed solely by this Agreement and Network for Good’s Privacy Policy, such that Section 21.1 will not apply to Your use of the DMS.

21.3 Customized Forms and Donor Information. DMS enables You to create customized forms, wherein You determine which questions You wish donors to answer and You are able to input information. Please note that any information input in forms created in Network for Good’s DMS is stored unencrypted in Network for Good’s servers, and as such, You are prohibited from collecting and/or inputting any sensitive or confidential Data, including, but not limited to, credit card numbers, bank account numbers, social security numbers, and passwords. Please note that if You choose to collect and/or input any Data in DMS, You do so at Your own risk. Network for Good hereby disclaims any and all liability for Your creation of customized forms, Your collection of Data through such customized forms, any information You input in a DMS form and Your use of any Data input and/or collected through such customized forms. By subscribing to DMS, you agree to create, post to your website, and abide by a privacy policy that complies with all applicable laws concerning Your collection and use of Data, which shall include the types of Data You collect and enter into DMS, and how You use such Data.

21.4 Ownership of Donor Information Entered into DMS. Except as otherwise provided in this Agreement, including without limitation, Sections 19.7 and 20.7, as against Network for Good, any information or Data you enter into DMS shall be Your sole property. You shall be solely responsible for the quality and accuracy of all information and Data that You or Your Access Holders enter into DMS. With respect to any information and Data you enter into DMS, You hereby grant to Network for Good a perpetual, royalty-free, non-exclusive, worldwide license to

use such information and Data for statistical analysis and business purposes. Network for Good shall be under no obligation to maintain or store any information and Data you enter into DMS after Your subscription to DMS is terminated.

21.5 Communication Functions. Network for Good's DMS allows You to email or send text messages to Your contacts saved in DMS.

21.5.1 Email: This email capability is provided by SendGrid, which is a separate and independent third-party service provider. Accordingly, when you use the email functionality of Network for Good's DMS (the "Email Functionality"), your use of the Email Functionality is governed by both this Agreement and SendGrid's Email Policy, which can be found at <https://sendgrid.com/policies/email/>. Similarly, whereas Network for Good's Privacy Policy will apply to its collection and use of Your Data, SendGrid's own privacy practices apply to its collection and use of any information SendGrid collects when You use the Email Functionality, in accordance with its privacy policy, which You can read at <https://sendgrid.com/policies/privacy/>. Please review SendGrid's Email Policy and Privacy Policy carefully. Network for Good is not responsible for the acts, privacy practices, or content of SendGrid or the Email Functionality and assumes no liability and expressly disclaims all liability relating to or arising out of SendGrid's acts or omissions in the provision of the Email Functionality to You. Please note that, in our relationship with SendGrid to provide You with access to the Email Functionality, Network for Good may share Your Data with SendGrid, only as necessary for Your use of the Email Functionality, and in accordance with the applicable [Network for Good Privacy Policy](#).

21.5.2 SMS: You can also send text messages or wireless email communications (collectively, "Messaging") to Your contacts through Network for Good's DMS (the "SMS Functionality"). The SMS Functionality is provided through Network for Good's account with Twilio Inc. ("Twilio"), which is a separate and independent third-party service provider. Technically, You will be using Network for Good's Twilio account when You use the SMS Functionality and accordingly, your use thereof is governed by this Agreement and our Privacy Policy and the following agreements with Twilio: (1) Twilio's Terms of Service, which can be found at <https://www.twilio.com/legal/tos>; (2) Twilio's own Privacy Policy, which can be found at <https://www.twilio.com/legal/privacy>; and (3) Twilio's Acceptable Use Policy, which can be found at <https://www.twilio.com/legal/aup>. Please review these documents carefully. You understand, acknowledge and agree that Network for Good is not responsible for the acts, privacy practices, or content of Twilio or the SMS Functionality and assumes no liability for Twilio's acts in the provision of the SMS Functionality to You. You further understand, acknowledge and agree that Network for Good is not involved in determining the recipient of any Messaging, when such Messaging is sent, or the content of any such Messaging. Please note that, in our relationship with Twilio to provide You with access to the SMS Functionality, Network for Good may share your Data with Twilio, only as necessary for Your use of the SMS Functionality, and in accordance with [Network for Good's Privacy Policy](#). You also represent and warrant to the following:

- That You will secure and retain the requisite consent from any Messaging recipient prior to initiating any Messaging.
- That You will retain any necessary documentation to prove that You have received requisite consent and will retain such records for at least four (4) years, and will make such consent records available to Network for Good upon request without undue delay.
- That You will provide disclosures in Your Privacy Policy and at the point of collection of any telephone number or email address that Messaging may be sent using an automatic telephone dialing service (“ATDS”) and that “Data/Messaging Rates may apply.”
- That You will document and honor any revocation of consent, including but not limited to verbal requests, and retain such documentation for a period of at least four (4) years, and will make such records available to Network for Good upon request without undue delay.

22. Personal Fundraising Coach (Special Provisions). If You are subscribing to Network for Good’s Personal Fundraising Coach, Section 22 applies specifically to You. If You are not subscribing to Personal Fundraising Coach, Section 22 does not apply to You.

22.1 Coaches Shall Not Engage in Fundraising. Coaches shall not, at any time, solicit funds, assets, or property for charitable purposes for You or on Your behalf, or receive or control funds, assets, or property solicited for charitable purposes, or engage any compensated person to solicit, receive, or control funds, assets, or property for charitable purposes on Your behalf. You have sole control and approval over the content and frequency of any solicitation. You further understand, acknowledge and agree that Your subscription to Personal Fundraising Coach does not create a direct business relationship or contract between You and Your Coach.

22.2 Personal Fundraising Coach Hours. The Personal Fundraising Coach service includes the specified hours and commencement date agreed upon, in writing, by the parties. At the end of each annual term, any unused coaching hours are relinquished and are not subject to refund.

22.3 Confidentiality of Proprietary Information. Network for Good shall maintain all proprietary materials and operational knowledge You share through the Personal Fundraising Coach service (“Your Proprietary Information”) confidential and shall not disclose Your Proprietary Information to anyone except to employees, agents, and contractors of Network for Good who need to know the same in order to facilitate the performance of their duties.

23. Cause4Auction (Special Provisions). If You are subscribing to Network for Good’s Cause4Auction service, Section 23 applies specifically to You. If You are not subscribing to Cause4Auction, Section 23 does not apply to You. You agree that the Cause4Auction service will only be used for the actual purpose of selling tickets and/or managing mobile auction

functionality for a fundraising event by or for the benefit of a tax-exempt organization, or an organization otherwise eligible to receive tax-deductible contributions, as specified in Section 501 of the IRC.

23.1 Auction Fee. Fees for this service are charged on a per auction basis (“Auction Fee”) and you agree to pay Network for Good in full at the time of scheduling the auction. The Auction Fee is non-refundable if canceled within thirty (30) days of the date of the auction (“Auction Date”). Where applicable, Network for Good will charge You a Transaction Fee, which is subject to change, from time to time, in Network for Good’s sole discretion, upon prior notice. You agree to pay the Event Fee and all applicable taxes and other costs associated with the Auction Date, including, without limitation, any applicable Transaction Fee, in accordance with this Agreement. By providing Network for Good with a payment method, You (i) represent that You are authorized to use the payment method You provided and any payment method You provide is true and accurate, (ii) authorize Network for Good to charge You for the Auction Date using Your payment method.

23.2 Auction Date. You choose your Auction Date at the time of purchase. The Auction Date must be within twelve (12) months of the date of purchase. The Auction Date is the day on which You plan to hold the auction event. Once You have assigned an Auction Date, You may change it only if the newly proposed date is within twelve (12) months of the original purchase date.

23.3 Auction Period. Upon purchase, You will retain access to the Cause4Auction Administrative Page for your Auction Date for a period of no longer than twelve (12) months to prepare for your event. After your Auction Date, You will continue to have modified access to the Cause4Auction Admin Page for a period of four (4) weeks for post-auction activity, during which time you may download auction data and export reports.

23.4 Communication Functions. Cause4Auction allows You to email or send text messages to Your auction contacts.

23.4.1 Email: This email capability is provided by SendGrid, which is a separate and independent third-party service provider. Accordingly, when you use the email functionality of the platform (the “Email Functionality”), your use of the Email Functionality is governed by both this Agreement and SendGrid’s Email Policy, which can be found at <https://sendgrid.com/policies/email/>. Similarly, whereas Network for Good’s Privacy Policy will apply to its collection and use of Your Data, SendGrid’s own privacy practices apply to its collection and use of any information SendGrid collects when You use the Email Functionality, in accordance with its privacy policy, which You can read at <https://sendgrid.com/policies/privacy/>. Please review SendGrid’s Email Policy and Privacy Policy carefully. Network for Good is not responsible for the acts, privacy practices, or content of SendGrid or the Email Functionality and assumes no liability and expressly disclaims all liability relating to or arising out of SendGrid’s acts or omissions in the provision of the Email Functionality to You. Please note that, in our relationship with SendGrid to provide You with

access to the Email Functionality, Network for Good may share Your Data with SendGrid, only as necessary for Your use of the Email Functionality, and in accordance with the applicable [Network for Good Privacy Policy](#).

23.4.2 SMS: You can also send text messages or wireless email communications (collectively, “Messaging”) to Your auction contacts through Cause4Auctions’s platform (the “SMS Functionality”). The SMS Functionality is provided through Cause4Auction’s account with Twilio Inc. (“Twilio”), which is a separate and independent third-party service provider. Technically, You will be using Cause4Auction’s Twilio account when You use the SMS Functionality and accordingly, your use thereof is governed by this Agreement and our Privacy Policy and the following agreements with Twilio: (1) Twilio’s Terms of Service, which can be found at <https://www.twilio.com/legal/tos>; (2) Twilio’s own Privacy Policy, which can be found at <https://www.twilio.com/legal/privacy>; and (3) Twilio’s Acceptable Use Policy, which can be found at <https://www.twilio.com/legal/aup>. Please review these documents carefully. You understand, acknowledge and agree that Network for Good is not responsible for the acts, privacy practices, or content of Twilio or the SMS Functionality and assumes no liability for Twilio’s acts in the provision of the SMS Functionality to You. You further understand, acknowledge and agree that Network for Good is not involved in determining the recipient of any Messaging, when such Messaging is sent, or the content of any such Messaging. Please note that, in our relationship with Twilio to provide You with access to the SMS Functionality, Network for Good may share your Data with Twilio, only as necessary for Your use of the SMS Functionality, and in accordance with [Network for Good’s Privacy Policy](#). You also represent and warrant to the following:

- That You will secure and retain the requisite consent from any Messaging recipient prior to initiating any Messaging.
- That You will retain any necessary documentation to prove that You have received requisite consent and will retain such records for at least four (4) years, and will make such consent records available to Network for Good upon request without undue delay.
- That You will provide disclosures in Your Privacy Policy and at the point of collection of any telephone number or email address that Messaging may be sent using an automatic telephone dialing service (“ATDS”) and that “Data/Messaging Rates may apply.”
- That You will document and honor any revocation of consent, including but not limited to verbal requests, and retain such documentation for a period of at least four (4) years, and will make such records available to Network for Good upon request without undue delay.

23.5 Auction User Data. For the purpose of this Section 23.5, “User Data” shall mean all information collected by Network for Good from any user who registers to participate in an

auction. Except as provided herein, all User Data shall be deemed to be jointly owned by Network for Good, NFG-DAF (only to the extent transactions are made through NFG-DAF) and You. Without the express permission of the user, neither Network for Good nor NFG-DAF shall sell, disclose, transfer, or rent the User Data to any third party, or use any User Data for their own purposes or on behalf of any third party at any time, including after termination or expiration of the Agreement, except as otherwise described in this Agreement, including, without limitation, for purposes of the Quick Pay Service and in accordance with the applicable Network for Good Privacy Policy. Network for Good and NFG-DAF shall maintain and store all User Data in compliance with their then-current privacy and security policies. Unless You have specifically informed donors of a Privacy Policy that differs from Network for Good's policy, You shall adhere to the Privacy Policy adopted by Network for Good. Network for Good's Privacy Policy can be found on its website at <http://www.networkforgood.org/privacy> (if you are located in any location other than the European Union/European Economic Area (EU/EEA) or UK or are not subject to the GDPR) or <http://www.networkforgood.org/privacy/eu> (if you are located in the EU/EEA or UK or otherwise subject to the GDPR). You shall publish a privacy policy that clearly and fully communicates Your policies on Your website not later than six (6) months after the date of this Agreement. Network for Good shall make available User Data to You in connection with your Auction; provided, however, that if You permit anonymous donations and a user elects anonymity, Network for Good shall not disclose such User Data to You. In the event of service cancellation, You will have access to Your User Data for a period up to thirty (30) days of the date after cancellation.

23.6 Relationship. You understand, acknowledge and agree that Network for Good receives and transmits any payments processed using Cause4Auction as Your agent providing such services to You. As a result, all payments received through Cause4Auction are solicited and received by You and held by Network for Good on Your behalf. Therefore, You are responsible for complying with all applicable local, state and federal statutes, rules, regulations and guidelines relating to such fund-raising activities, including providing appropriate gift receipts as required under the IRC and state and local fund-raising and solicitation requirements. You further understand, acknowledge and agree that as the entity conducting the auction, You may be subject to local and/or state rules, regulations and guidelines for Your auction, including but not limited to licensing, registration, fee and/or bonding requirements. Accordingly, You are responsible for complying with all applicable local and state requirements relating to such auction activities. NFG has no obligation to assist with compliance with any such requirements, nor shall NFG have any liability for Your failure to comply. You agree to bear all costs associated with Your compliance with any applicable auction requirements.

23.7 Use of Stripe. Payments made through the Cause4Auction site are distributed by Stripe, which is a separate and independent third-party service provider. When you use Cause4Auction for payments, your use of the service is governed by both this Agreement and Stripe's Services Agreement, which can be found at <https://stripe.com/legal>. Similarly, whereas Network for Good's Privacy Policy will apply to its collection and use of Your Data, Stripe's own privacy practices apply to its collection and use of any information Stripe collects when You use Stripe's service, in accordance with its privacy policy, which You can read at

<https://stripe.com/privacy>. Please review Stripe's Services Agreement and Global Privacy Policy carefully. Network for Good is not responsible for the acts, privacy practices, or content of Stripe and assumes no liability for Stripe's acts in the provision of Cause4Auction to You. Please note that, in our relationship with Stripe to provide You with the Cause4Auction service, Network for Good may share your personal and organizational information with Stripe, only as necessary for Your use of the Cause4Auction service, and in accordance with [Network for Good's Privacy Policy](#). Should You have any other questions about Network for Good's relationship with Stripe, please contact us. If You are a 509(a)(3) organization or an organization that provides a benefit to donors in return for a donation (e.g., tax credits, sweepstakes entry, material goods), You must subscribe to the Stripe service.

23.8 Ownership of Data. Except as otherwise provided in this Agreement, including without limitation, Section 23.5, as against Network for Good, any information or Data you enter into the Cause4Auction platform shall be Your sole property. You shall be solely responsible for the quality and accuracy of all information and Data that You or Your Access Holders, as defined above, enter into the Cause4Auction platform. With respect to any information and Data you enter into the Cause4Auction platform, You hereby grant to Network for Good a perpetual, royalty-free, non-exclusive, worldwide license to use such information and Data for statistical analysis and business purposes. Network for Good shall be under no obligation to maintain or store any information and Data You enter into the Cause4Auction platform after Your subscription to Cause4Auction is terminated.