

Network for Good Terms & Conditions

Last Updated: April 30, 2021

The following terms apply to Network for Good, Inc., a New York corporation (“NFG”) and nonprofit corporation and donor advised fund (tax ID 68-0480736) (“NFG-DAF”) (together, “Network for Good”, “us,” “our” or “we”).

You agree to be bound by these terms of use (“Terms & Conditions”) by doing any of the following:

- By accessing or using www.networkforgood.com, www.networkforgood.org, www.nfggive.com, www.cause4auction, or any other websites linking to these Terms and Conditions (collectively, the “Websites”),
- By accessing or using any of the Network for Good services, or any applications (including mobile applications) made available by Network for Good (collectively, the “Services”), like making donations, or
- Nonprofit organizations who may accept donations through Network for Good’s Services, and/or checks from NFG-DAF, but do not subscribe to Network for Good’s Services

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY, AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES. By accessing and using the Websites or Services, or receiving grants from Network for Good, You signify that You have read, understand, acknowledge, and agree to be bound by the following Terms & Conditions. You acknowledge that these Terms & Conditions are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. You may not use the Websites or Services and may not accept these Terms & Conditions if You are not of legal age to form a binding contract with Network for Good. If You do not agree to these Terms & Conditions, You may not use the Websites or Services or accept any donations through Network for Good. Any use of the Websites or Services in violation of these Terms may result in termination or suspension of Your permission to access or use the Websites and Services. Note that there may be times when we offer a special feature or service, like a subscription-based service, or a special feature or service provided by one of our many partnering organizations that has its own terms and conditions that apply in addition to these Terms & Conditions. In those cases, the terms specific to the special feature, service, or application control to the extent there is a conflict with these Terms & Conditions.

The terms “You,” “Your,” or “User” shall refer to any individual or entity who accepts these Terms of Use by using this Websites or the Services. If You are using the Services on behalf of a legal entity, You represent that You are authorized to enter into an agreement on behalf of that legal entity. Nothing in these Terms & Conditions shall be deemed to confer any third-party rights or benefits.

We reserve the right, in our sole discretion, to change these Terms & Conditions (“Updated Terms”) from time to time. We will make reasonable efforts to provide You with notice if the Updated Terms contain any material and substantive changes to Your use of the Websites or Services. You agree that we may notify You of the Updated Terms by posting them on the Websites or Services, and that Your use of the Services after the effective date of the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes Your agreement to the Updated Terms.

Therefore, You should review these Terms & Conditions and any Updated Terms before using the Services. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to Your use of the Services from that point forward. These Terms & Conditions will govern any disputes arising before the effective date of the Updated Terms.

1. INTELLECTUAL PROPERTY

- a. All trademarks, service marks, and trade names on the Websites, including the Network for Good marks (collectively the “Marks”) are trademarks or registered trademarks of, and are proprietary to, Network for Good or other owners that have granted Network for Good the right and license to use such Marks. Network for Good owns all rights, title, and interest in the Websites and Services, all text, content, graphics, interfaces, code and materials, the look and feel, selection and arrangement, design, and organization of the Websites and Services, and the compilation of the content, code, data, and materials on the Websites and Services, including all intellectual property and proprietary rights (collectively, the “Content”). The Websites, Services, and Content are copyrighted and are the property of Network for Good. We may change the Websites or Services or delete Content or features at any time, in any way, for any or no reason.
- b. Except as we specifically agree in writing, no Content from the Websites may be used, reproduced, transmitted, distributed, or otherwise exploited in any way other than as part of the Websites. Requests for written consent may be made via email to media@networkforgood.com.
- c. Network for Good shall be the sole and exclusive owner of the Services, Websites, and Content, all new versions, improvements, enhancements, additions, and modifications to the Services, Websites, or Content, all copyright, patent, trade secret, trademark, and other intellectual property rights related to the Services, Websites, and Content, and all tangible media on which the Services, Websites, and Content are maintained. You shall have no claim or right whatsoever with respect to the Services, Websites, or Content except for the limited license to use the Services, Websites, and Content granted herein. You may not use, copy, modify, transfer, or make any derivative works of all or any part of the Services, Websites, or Content, or any copy, adaptation, transcription, or merged portion thereof, except as expressly permitted hereunder. You may display and download onto a single personal computer and print in portions of

the Content from the Websites and Services solely for Your own personal, non-commercial use. Otherwise, You may not copy, reproduce, distribute, transmit, display, perform, publish, license, modify, translate, adapt, create derivative works from, transfer, sell, or otherwise exploit the Websites, Services, or Content. If You undertake any such prohibited action, Your license shall be automatically terminated.

2. CONTACT

- a. When You, if a donor, submit Your contact information to sign up for a Network for Good Profile, You agree and consent that Network for Good may send You communications via email relating to our products, events, or recommended charities. When You, if a nonprofit, submit Your organization's contact information to sign up for an account with Network for Good, You agree and consent that Network for Good may send Your organization communications via email relating to our products, events, or other business information. Please contact us at support@networkforgood.com to opt out of receiving such communication.
- b. By providing Network for Good with a phone number, You agree that you have provided Your consent to receive informational and transactional voice and/or text messages from Network for Good using an artificial or prerecorded voice, which may be sent using an automatic telephone dialing system. Data and messaging rates may apply. You further warrant to Network for Good that You are the subscriber of the phone number You have provided, or that You are the customary user of the phone number You have provided. You agree to promptly notify Network for Good if service for any phone number provided by You is cancelled or if Your phone number changes.
- c. 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.

3. PRIVACY

- You shall be solely responsible for the quality and accuracy of all data that You enter into the Websites and Services. Except as otherwise provided in these Terms & Conditions, as against Network for Good, such data shall be Your sole property. Please note that Network for Good's use of Your data, including personal information, will be in accordance with our Privacy Policy, the terms of which are incorporated herein by reference, which can be found at [Privacy Policy](#) (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 [Privacy Policy \(EU/EEA\)](#) (if You are located in the EU/EEA or UK or otherwise

subject to the GDPR).

4. IMPROVEMENTS

- Network for Good may update or otherwise modify the Services or Websites at any time for any reason in Network for Good's sole discretion. Network for Good may shut down the Services or Websites for maintenance and development work when necessary. Network for Good shall have no obligation whatsoever to customize, modify or improve the Services or Websites.

5. RULES OF CONDUCT

- You acknowledge and agree that:
 - a. You will not use the Websites or Services in connection with pyramid schemes, chain letters, junk email, spamming, or any duplicative or unsolicited messages (commercial or otherwise). You will not send unsolicited or unauthorized advertising, solicitations, spam, junk mail or harvest or collect email or other contact information of other Users of the Websites for the purposes of sending spam.
 - b. You will not use the Websites or Services for the sale of goods or services or to conduct raffles or sweepstakes.
 - c. You will not use the Websites or Services to offer donors goods, services, or event tickets in exchange for their donations to You.
 - d. You will not 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 Websites or Services.
 - e. You will not publish, post, upload, distribute, or disseminate any profane, defamatory, obscene, indecent, or unlawful topic, name, image, material or information.
 - f. You will not publish, post, upload, distribute, or disseminate any content that, in the sole judgment of Network for Good, is objectionable, or which may expose the Websites, Services, or their Users to any harm.
 - g. You will not 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, gender, sexual orientation, religion, or national origin, or that insults the victims of crimes against humanity by contesting the existence of those crimes.
 - h. You will not reverse engineer any aspect of the Websites. You will not use spiders, scrapers, crawlers, or other automated means or interface not provided by us to access the Websites or to extract data.
 - i. You will not 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 another's computer or property of another.

- j. You will not download any file or information that you know, or reasonably should know, cannot be legally distributed in such manner.
- k. You will not falsify or delete any author attributions, legal or other proper notices, or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- l. You will not restrict or inhibit any other authorized User from using and enjoying the Websites or Services.
- m. You will not violate any applicable laws or regulations.
- n. You will not create a false identity for the purpose of misleading others.
- o. Network for Good reserves the right to remove You from any Website or Services at any time for any reason.
- p. We take no responsibility and assume no liability for any content posted, stored, or uploaded by You or any third party, or for any loss or damage thereto, nor is Network for Good liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity You may encounter. Network for Good is not liable for any statements, representations, or content provided by its Users on the Websites or through the Services. Although we have no obligation to screen, edit, or monitor any of the content posted to or distributed through any interactive area of the Websites or through the Services, we reserve the right, and have sole discretion, to remove without notice any content posted or stored on the Websites or through the Services.

6. CLAIMS OF COPYRIGHT INFRINGEMENT

- a. We have adopted and implemented a policy that provides for the termination, in appropriate circumstances as determined by us in our sole discretion, of Users who are infringers of copyright.
- b. Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement must be sent to Network for Good's designated agent, as follows:
 - Service Provider: Network for Good, Inc.
 - Designated Agent: Chief Financial Officer
 - Full Address: 1140 Connecticut Ave NW, Suite 700, Washington, DC 20036
 - Telephone: 202-627-1713
 - Email: copyrightcompliance@networkforgood.com
- c. To be effective, the notification must be a written communication that includes the following:
 - i. A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

- ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
 - iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
 - iv. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
 - v. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 - vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- d. We may give You notice that we have removed or disabled access to certain material by means of a general notice on the Websites, electronic mail to a User's e-mail address in our records, or by written communication sent by first-class mail to Your physical address in our records. If You receive such a notice, You may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:
 - i. Your physical or electronic signature;
 - ii. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
 - iii. A statement from You under the penalty of perjury, that You have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
 - iv. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which Your physical address is located, or if Your physical address is outside of the United States, for any judicial district in which Network for Good may be found, and that You will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

7. USER DATA.

- "User Data" shall mean all information collected by Network for Good from any user who makes an online contribution designated for You via DonateNow Lite. "Individually Identifiable User Data" shall mean that subset of "User Data" which

can be reasonably used to identify a specific individual, such as name, address and/or phone number. Except as provided herein, all User Data shall be deemed to be jointly owned by Network for Good, and You. Without the express permission of the User, Network for Good shall not sell or rent the Individually Identifiable User Data to any third party. Network for Good may transfer or disclose Identifiable User Data to third party service providers as needed in order to provide services to Network for Good, and in such cases, the third parties' use of such information will be restricted solely to their roles in providing those services. Network for Good may use Individually Identifiable User Data for statistical analyses and internal business purposes such as identifying fundraising trends. Network for Good 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 at [Privacy Policy](#) (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 [Privacy Policy \(EU/EEA\)](#) (if You are located in the EU/EEA or UK or otherwise subject to the GDPR). Network for Good shall release Individually Identifiable User Data to You on a monthly or quarterly basis, as applicable, simultaneous with the disbursement; provided, however, that if You permit anonymous donations and a User elects anonymity, Network for Good shall not disclose such Individually Identifiable User Data to You.

8. 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.
 - a. 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.
 - b. 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.

- c. 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.

9. 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.

10. DISCLAIMERS.

- THE CONTENT, THE WEBSITES, THE SERVICES, OR ANY THIRD PARTY WEBSITES OR SERVICES LINKED TO FROM THE WEBSITES OR OTHERWISE ACCESSED BY YOU IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS AND WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, MERCHANTABILITY, NON-INTERFERENCE, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATIBILITY, AND NONINFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR TRADE USAGE. WE DO NOT WARRANT THAT ANY CONTENT WILL BE ERROR-FREE, THAT ACCESS THERETO WILL BE UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITES, THE SERVICES, OR THE SERVERS THAT

MAKE SUCH CONTENT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT GUARANTEE THE SECURITY OF ANY INFORMATION TRANSMITTED TO OR FROM THE SITE. MOREOVER, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY CONTENT. YOU HEREBY IRREVOCABLY WAIVE ANY CLAIM AGAINST US WITH RESPECT TO CONTENT AND ANY CONTENT YOU PROVIDE TO THIRD PARTY WEBSITES (INCLUDING CREDIT CARD AND OTHER PERSONAL INFORMATION). Certain laws do not allow limitations on implied warranties or conditions, or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions, or limitations, may not apply to You, and You may have additional rights to those contained herein.

11. JURISDICTIONAL ISSUES

- The Websites are controlled and operated from the United States. In choosing to access the Websites or use the Services, You do so on your own initiative and at Your own risk, and You are responsible for complying with all local laws, rules and regulations. We may limit the Websites' availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

12. ONLINE HELP & FAQs

- 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 at no cost to You, via telephone and email on weekdays between 8:00AM and 7:00PM Eastern time, excluding holidays that are recognized by Network for Good. However, the provision of such customer support and services is subject to change at any time without notice, in Network for Good's sole discretion.

13. INDEMNIFICATION.

- You are responsible for maintaining the confidentiality of Your username(s), password(s), and Your account(s), as well as all activities that occur under Your account(s). You hereby agree to indemnify, defend, and hold Network for Good, our licensors, licensees, distributors, agents, representatives, and other authorized users, and each of the foregoing entities' respective resellers, distributors, service providers and suppliers, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives, and assigns (collectively, the "Indemnified Parties") harmless from and against any and all losses, damages, liabilities, and costs (including settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by the Indemnified Parties in connection with any claim arising out of any breach by You of these Terms & Conditions or claims

arising from Your use of the Websites, Services, Content, and/or Your account(s). You shall use Your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by You.

14. LIMITATION OF LIABILITY

- a. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL NETWORK FOR GOOD, OUR LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS, OR SUPPLIERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS, BUSINESS INTERRUPTION, LOST DATA, PERSONAL INJURY (INCLUDING DEATH), AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULT FROM (A) THE USE OF, OR THE INABILITY TO USE, THE WEBSITES, SERVICES, OR CONTENT, OR (B) THE CONDUCT OR ACTIONS, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE WEBSITES OR SERVICES OR ANY OTHER PERSON OR ENTITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, OR \$100 (WHICHEVER IS LESS) FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO THE WEBSITES OR SERVICES. MOREOVER, UNDER NO CIRCUMSTANCES SHALL WE, OUR LICENSORS, OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS, OR SUPPLIERS, BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL.
- b. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS CONTAINED HEREIN AND ELSEWHERE IN THESE TERMS & CONDITIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

15. GENERAL PROVISIONS

- a. These Terms & Conditions 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 these Terms & Conditions shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms & Conditions and shall not affect the validity and enforceability of any remaining provisions. No waiver of any provision of these Terms & Conditions 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 these Terms & Conditions shall not constitute a waiver of such right or provision. In these Terms & Conditions, 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 THESE TERMS & CONDITIONS OR THE WEBSITES, SERVICES, OR CONTENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

- b. Supply of goods, services, and software through the Websites is subject to United States export control and economic sanctions requirements. By acquiring any such items through the Websites, You represent and warrant that your acquisition comports with and Your use of the item will comport with those requirements. Without limiting the foregoing, You may not acquire goods, services, or software through the Websites if: 1) You are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan, the Crimea region of the Ukraine, or Syria or if You are on the U.S. Treasury Department’s Specially Designated Nationals List or the U.S. Commerce Department’s Denied Persons List, Unverified List or Entity List or 2) You intend to supply the acquired goods, services, or software to Cuba, Iran, North Korea, Sudan, the Crimea region of the Ukraine or Syria (or a national or resident of one of these countries) or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List, or Entity List.
- c. We may suspend or terminate Your account and your ability to use the Services, the Websites, or portion thereof for failure to comply with these Terms & Conditions or any special terms related to a particular service, for infringing copyright, or for any other reason whatsoever.
- d. These Terms & Conditions constitute the entire agreement between the parties pertaining to the matters set forth herein and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties, except the NFG Services Agreement, which shall govern the use of the Services by nonprofit organizations that subscribe to our Services, and the Privacy Policy.

16. NETWORK FOR GOOD GIVING SYSTEM (“DonateNow Lite”).

- If You are a nonprofit organization that will be receiving donations through our Giving System, including the legacy product DonateNow Lite, but do not subscribe to our Services (such as the full DonateNow Service), the following provisions (in addition to all the foregoing) shall apply to You.
 - a. Limited License. Provided You have listed Your organization with GuideStar, NFG and NFG-DAF hereby grants to You a nonexclusive, revocable, royalty-free limited license to use a Network for Good donation site URL (“DonateNow Lite” URL) and to place a link to that “DonateNow Lite” URL on Your website solely as necessary for, and for the purpose of, facilitating online donations to Your 501(c)(3) charitable organization. If You choose to use one of the “DonateNow Lite” buttons provided by us as the link to Your donation URL, NFG and NFG-DAF grants to You a nonexclusive, revocable, royalty-free, limited license to

download and use the “DonateNow Lite” button (the “Button”) on Your website solely for the purpose described above. The link to your DonateNow Lite URL, whether one of the Buttons, a separately designed icon, or a hyperlink, is referred to herein as the “Link.” You agree not to use the Link in a manner that is, or otherwise include materials on Your website that are, disparaging of Network for Good or GuideStar. You also agree not to use the Link on a website with content that is libelous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable, or that would constitute or encourage a criminal offense, violate the rights of any party, or otherwise give rise to liability or violate any law, as determined by Network for Good in its sole discretion. You understand that Network for Good has not authorized, sponsored, endorsed, or approved Your website, Your organization, or Your organization’s activities and agree that the Link shall not be used in any manner that would falsely convey such sponsorship, endorsement, or approval by Network for Good. Network for Good reserves all proprietary rights in and to the Button, the Link, and all other Network for Good trademarks not expressly granted herein. You agree that NFG can revoke this license at any time for any or no reason upon notice by NFG to You and You agree upon receipt of such notice immediately to cease using the Link and Button, if applicable. You also agree that this license shall be automatically terminated without any action on NFG’s part should You no longer possess tax-exempt status under Internal Revenue Code (“IRC”) Section 501(c)(3).

- b. Representations: In exchange for receiving any donations through the Network for Good Giving System, You represent and warrant to Network for Good that at all times You will be receiving donations through our Giving System:
 - i. You are recognized by the Internal Revenue Service as exempt from federal income tax under IRC Section 501(c)(3), and have public charity status under Section 509(a)(1) or (2), or under IRC Section 509(a)(3) if You are classified as a functionally integrated Type III supporting organization, and will utilize all donations received through use of the Network for Good Giving System in accordance with such tax-exempt status, and Your website will not violate any restrictions imposed by applicable law on IRC Section 501(c)(3) entities, including but not limited to those proscribing political activity or proscribing the use of Your income or assets for a private purpose or impermissible benefit;
 - ii. You understand that You are receiving the contribution because a donor made a donation to NFG-DAF and recommended that NFG-DAF make a grant of that donation, after applicable fees, to Your charity. NFG-DAF has exclusive legal control over all

donations it receives, even where the donor makes recommendations in connection with those donations;

- iii. You understand You may have obligations to register under, and covenant that You shall fully comply and bear the costs associated with, any and all applicable state and local statutes governing the solicitation of charitable solicitations, including but not limited to fulfilling any registration requirements thereof;
- iv. You have registered with the GuideStar Information System at www.guidestar.org website and You will update the GuideStar Information System with any relevant changes;
- v. You have completed and submitted the Electronic Funds Transfer Authorization Agreement, if this is Your preferred payment method;
- vi. You shall promptly notify Network for Good of any change in Your tax-exempt status, and any inquiry by the IRS or any state or local government regarding the matters described in (a) and (b) above;
- vii. the donor of any online donation will not receive, nor be promised to receive, any valuable goods or services as a result of such donation, including but not limited to tax credits, sweepstakes entries, raffle entries or material goods, unless we are acting as an agent providing such services on Your behalf
- viii. You grant Network for Good the authority to collect donations on Your behalf, and consent to the use of Your organization's name on the Websites; and
- ix. The Giving System cannot be used to process membership, raffle tickets, sweepstakes entries, merchandise or service payments, or to accept donations that were not made directly by the donor to Your organization through the Giving System.

17. PROCESS OF RECEIVING DONATIONS THROUGH THE GIVING SYSTEM.

- a. When a donor recommends to NFG-DAF that it make a grant to You, NFG-DAF will be able to make a grant to You as long as You satisfy NFG-DAF's legal requirements. The grant, less any amounts retained by NFG-DAF for processing costs, which costs shall be disclosed to You at the time we distribute donations to You. At the time of donation, we give donors the option to pay these processing costs, so that You receive the full donation amount.
- b. If You have signed up to receive disbursements through electronic funds transfer, then NFG-DAF will combine all individual donations to You into a single grant, net of Fees and any offsets, and such grants 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 processing costs ("Minimum Disbursement Amount"), shall be disbursed to You within thirty (30) days after the end of each month. You are responsible

for reviewing all donation disbursements carefully and reporting any concerns to Network for Good within fifteen (15) days of receipt. Failure to do so will limit your rights and ability and obligation to respond. 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 processing costs, at least every twelve (12) months, regardless of whether or not such amount is less than the Minimum Disbursement Amount.

- c. 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 6 months of the date of issue.

18. CANCELLED CONTRIBUTIONS.

- a. Donor Initiated Credit Card Contribution Cancellations: Except as described in Section 16(b), donations processed by NFG-DAF are final and may not be refunded.
- b. 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:
 - i. Deduct charge back amounts from Your future grant checks until the charge back and related administrative fees are paid in full.
 - ii. Terminate Your access to the Giving System; and/or
 - iii. 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. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS & CONDITIONS, NETWORK FOR GOOD MAKES NO, AND EXPRESSLY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE WEBSITES, THE SERVICES, THE CONTENT, INCLUDING, WITHOUT LIMITATION, THE BUTTON, THE NETWORK FOR GOOD GIVING SYSTEM, AND ANY OTHER SERVICE, CONTENT, TOOLS, OR RELATED DOCUMENTS OR MATERIALS (IN ELECTRONIC FORM OR OTHERWISE) PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AND IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING

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20. INDEMNIFICATION.

- You agree to defend, indemnify, and hold harmless Network for Good, their parents, subsidiaries, and affiliates, and their respective officers, directors, agents, distributors, franchisees, and employees against any loss, damage, expense, or cost, including reasonable attorneys' fees (including allocated costs for in-house legal services) arising out of any claim, demand, action, suit, investigation, arbitration, or other proceeding by a third party based on (i) your material breach or the inaccuracy of any covenant, duty, representation, or warranty set forth in these Terms & Conditions, (ii) materials contained on your website (including any allegation that such materials infringe a third party's proprietary rights), and (iii) any other aspect of your activities or your website and the content thereon.

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