

GiveGab Terms & Conditions

Your use of any of GiveGab's services including our Software as a Service (SaaS) or web site(s) (collectively, the "GiveGab Service") and any information, text, graphics, photos, videos, or other materials uploaded, downloaded or appearing on the GiveGab Service (collectively referred to as "Content") is subject to these Terms and Conditions (the "Terms and Conditions") in effect at the time of your use. These Terms and Conditions are an integral part of the Agreement entered into between GiveGab, Inc. and the Customer and/or Donor (referred to as "user", "you", "your").

Your use of the GiveGab Service, or any of the services or features accessible therein, constitutes your acceptance of the Terms. If you are an individual acting as a representative of an organization which wishes to use the GiveGab Service, then you represent and agree that you have the authority to accept these Terms and Conditions on behalf of such an organization.


Donors and Fundraisers

1.

1. **Sole Responsibility:** You understand that you are solely responsible for ensuring that you have selected the correct organization to fundraise for or donate to and have provided a valid and authorized payment method for making the donation within the GiveGab Service.


Unrestricted Gifts: You understand that all donations made via the GiveGab Service will be deemed unrestricted gifts by the receiving organization, and potentially may not be used for the purpose specified by you or the organization. GiveGab has no control over how the organization uses funds raised via the GiveGab Service.

1. **Payment Processing:** The amount of a donation to an organization designated by you is charged to your credit/debit card or debited from your bank account via ACH and paid to, and processed by the GiveGab Service and its partner payment processing services. You understand that each donation is held in a non-operating bank account, by the third party credit card processor (currently Stripe) and that GiveGab does not have custody or control of the donations. You understand that the third party credit card processor (currently Stripe) aggregates all donations made each day and transfers such total to the each organization's bank account within 5-10 business days for the initial deposit and then on a rolling 5 business days schedule for any payouts thereafter.

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2. **Non-refundable:** You understand that a donation payment, once charged to your credit card, is final and non-refundable with the exception that you can prove the transaction was made through an unauthorized use of your credit card. If you become aware of unauthorized use of your credit card, or it is lost or stolen, you must notify your credit card provider in accordance with its reporting rules.
 3. **Fundraising on Behalf of Organization:** You understand that if you chose to fundraise through the GiveGab Service on behalf of an organization that has enabled donation features such as general donation collection or fundraising campaigns, all monetary gifts to your fundraising efforts go to the associated organization and you do not receive any monetary portion of that gift. You understand that if you chose to fundraise through the GiveGab Service on behalf of an organization that has enabled donation features such as general donation collection, fundraising campaigns, etc, you cannot misrepresent that organization or any information about that organization or its fundraising efforts. Doing so will violate the code of user conduct (see "USER CONDUCT" section).
 4. **Tax Language:** You understand that if you chose to make a monetary gift (i.e. donation) to organizations through the GiveGab Service, the organization you transact with is the one that sets the tax language in any receipt you receive.
 5. **No Tax Representation or Liability:** You understand that the GiveGab Service makes no representations about the nature of any transaction you make through the GiveGab Service. Specifically, we do not make any representation as to whether all or any portion of your donations, including, if any, processing fees, are tax deductible. GiveGab will have no liability for any claim by any federal, state, local or any other tax authority with respect to the characterization on any applicable tax return of any donation by you, any GiveGab user, or any beneficiary organization. Always consult the organization you are transacting with and a qualified financial advisor prior to claiming a deduction on your taxes.


eCard Purchasers and Recipients

1. **Sole Responsibility:** eCard Purchasers: You understand that you are solely responsible for ensuring that you have selected the correct giving site (e.g. giving day, community giving site, etc) to purchase an eCard for and have provided a valid and authorized payment method for making the purchase within the GiveGab Service. You understand that the purchased eCard can only be used on the giving site it was initially purchased from. You understand that you are solely responsible for ensuring that you have designated the correct recipient name and email address that will be authorized to use the eCard. GiveGab will have no liability for any claim of unauthorized use of an eCard as a result of eCard Purchaser providing incorrect information.



eCard Recipients: You understand that you are solely responsible for using your eCard to make a donation and that your eCard is only compatible with the giving site that it was originally purchased from. You understand that you must use your eCard to make a donation within the terms as described below and within its expiration period. GiveGab will have no liability for any claim of authorized or unauthorized use of an eCard as a result of eCard Recipient intentionally or unintentionally allowing eCard information to be accessed and used by any other individual.

2. **Payment Processing:** eCard Purchasers: The amount of an eCard purchase plus any associated fees are charged to your credit/debit card and paid to, and processed by the GiveGab Service and its partner payment processing services. You understand that the balance of the eCard is held by GiveGab until the eCard Recipient uses the eCard to make a donation and until the full balance of the eCard is depleted.
eCard Recipients: The amount of an eCard purchase is charged to the eCard Purchaser and processed by the GiveGab Service and its partner payment processing services. You understand that the balance of the eCard is treated as cash and held by GiveGab until you use the eCard to make a donation and until the full balance of the eCard is depleted. You understand that when you make a donation with the eCard, the amount of the donation (excluding fees), will be debited from your eCard balance and transferred from GiveGab and its partner payment processor directly to the designated organization. You understand that you can donate as many times as possible with your eCard, as long as your eCard has a positive balance.
3. **Non-transferrable:** Both eCard Purchaser and Recipient understand that an eCard is non-transferable from one eCard Recipient to another once issued.
4. **Non-refundable:** eCard Purchaser: You understand that an eCard purchase, once charged to your payment method is final and non-refundable with the exception that you can prove the transaction was made through an unauthorized use of your credit/debit card. If you become aware of unauthorized use of your payment method, you must notify your banking institution in accordance with its reporting rules.
eCard Recipient: You understand that your eCard cannot be returned or exchanged for cash from GiveGab and must be used to make a gift on the giving site it was intended for.
5. **Expiration:** Both eCard Purchaser and Recipient understand that an eCard will be issued an expiration date, which will be 2 years from the date of purchase, and that the eCard Recipient must use the full balance of the eCard before that date; otherwise, any remaining balance will be transferred to the giving site's host organization as a donation, upon expiration.


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6. **No Tax Representation or Liability:** eCard Purchaser: You understand that the act of purchasing an eCard is considered a cash transaction and is not considered a donation and therefore cannot not qualify for any tax deduction considerations.

eCard Recipient: The GiveGab Service makes no representations about the nature of any transaction you make through the GiveGab Service using an eCard. Specifically, we do not make any representation as to whether all or any portion of your donations, including, if any, processing fees, are tax deductible. GiveGab will have no liability for any claim by any federal, state, local or any other tax authority with respect to the characterization on any applicable tax return of any donation by you, any GiveGab user, or any beneficiary organization. Always consult the organization you are transacting with and a qualified financial advisor prior to claiming a deduction on your taxes.

General Terms Applicable to Donors, Fundraisers, Nonprofits, and All Other GiveGab Users

User Accounts

1. **Accessing and Securing User Account:** Your user account will be accessed through a user ID ("username") and password that you will create (your "Account Credentials"). Your Account Credentials are solely for your use. You are responsible for safeguarding the confidentiality of your Account Credentials that you use to access the GiveGab Service and you are fully and solely responsible for all activities and actions that occur with your Account Credentials, whether authorized by you or not. We encourage to use "strong" passwords comprised of a combination of upper and lower alphabetic characters, numbers, and symbols, and at least 8 characters in length. It is your responsibility to take adequate precautions with your Account Credentials and to immediately notify GiveGab of any unauthorized use of your Account Credentials.
2. **Access Provided:** Using your user account, you may access and participate in the GiveGab Service, including viewing, posting and responding to communications on and through the GiveGab Service.
3. **Liability:** GiveGab cannot and will not be liable for any loss or damage arising from your failure to follow and comply with the above user account and password requirements.
4. **Account Refusal or Cancellation:** GiveGab can refuse registration of, or cancel, any user account in its sole discretion, at any time.
5. **International Use:** The GiveGab Service is hosted in the United States. If you use the GiveGab Service from outside of the United States, you acknowledge that you are voluntarily transmitting and transferring information (potentially including personally-identifiable information) and Content to the United States. GiveGab's receiving, use,



storage and sharing of your information and Content is subject to the laws of the United States and the [EU GDPR](#). Additionally, you will comply with all United States laws, rules and regulations applicable to the export of products, services, software and technical data regardless of the jurisdiction in which you are located.

6. **User Account Terminated:** GiveGab, in its sole discretion, may terminate your password and/or user account and remove and discard any Content within the GiveGab Service for any reason, including and without limitation lack of use, or if GiveGab believes that you have violated or acted inconsistently with the letter or spirit of these Terms and Conditions. In such event, any contracts, verbal or written or assumed, in conjunction with your user account and all its parts, at GiveGab's discretion, will be terminated as well.


User Conduct

1. **Right to Remove Content and Users:** GiveGab has the right, but not the obligation, to remove or block Content from the GiveGab Service that it determines in its sole discretion to be in violation of these Terms and Conditions, to be unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable, that violates any party's intellectual property or that is detrimental to the quality or intended spirit of the GiveGab Service. GiveGab also has the right, but not the obligation, to limit or revoke the user privileges of the account of anyone who posts such Content or engages in such behavior.
2. **Unacceptable Content:** GiveGab will use common sense and business sense regarding Content or behavior allowed on or through the GiveGab Service. Unacceptable Content or behavior include:
 - Abuse, harassment, threats, flaming or intimidation of any person or organization.
 - Engaging in or contributing to any illegal activity or activity that violates others' rights.
 - Use of derogatory, discriminatory or excessively graphic language.
 - Providing information that is false, misleading or inaccurate.
 - Hacking or modifying the GiveGab Service or another Web site to falsely imply an association with GiveGab.
 - Implying or pretending to be affiliated with a company or organization with which you are not affiliated, or misrepresenting the extent of your affiliation or role with an affiliated company or organization.
 - Transmitting worms, viruses or harmful software.

- Sending unwanted messages to other users (aka "spam").
- Disclosing personal or proprietary information of another person or organization.


SaaS Services

1. **Responsibility:** You are responsible for your use of the GiveGab Service, for any Content you post to the GiveGab Service, and for any consequences thereof. The Content you submit, post, or display will be able to be viewed by other users of the GiveGab Service and through third party services and websites. You should only submit, post, display, or provide Content that you are comfortable sharing with other GiveGab Service users under these Terms and Conditions.
2. **Use of the Service:**
 - Your use of the GiveGab Service is also subject to the Privacy Policy in effect at the time of your use, which is incorporated herein as though set forth in full. You can review the most current version of the GiveGab [Privacy Policy](#).
 - You may use the GiveGab Service only if you can form a binding contract with GiveGab and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You may use the Services only in compliance with these Terms and Conditions and all applicable local, state, national, and international laws, rules and regulations. Where applicable, customer warrants that any Agreement or other exhibit and addenda are executed by a duly authorized representative.
 - Your use of the GiveGab Service may also be subject to additional terms, conditions, policies and/or agreements applicable to a specific Web site, service, software, service level or version. In the event of any conflict between these Terms and Conditions and such additional terms, conditions, policies and/or agreements, the additional terms, conditions, policies and/or agreements will control. For the avoidance of doubt, if there are terms and conditions in these Terms and Conditions regarding subjects on which the additional terms, conditions, policies and/or agreements are silent, such silence will not constitute a conflict and the terms and conditions in these Terms and Conditions will control.
 - GiveGab retains the right to limit usage and storage at our sole discretion at any time without advance notice to you.
 - Use of the GiveGab Services does not create, and shall not be construed to create, a joint venture, partnership, or other formal business relationship




between you, the Organization, and GiveGab, INC. At all times, each shall remain an independent contractor with respect to one another.

3. **Customer Assistance and Administrator:** Customer will provide GiveGab the information and assistance reasonably necessary for the proper activation and delivery of the GiveGab Service. Customer grants GiveGab a perpetual, non-exclusive license to all Customer information as is necessary to receive the GiveGab Service. Customer will designate a contact person ("Administrator") to GiveGab who will be responsible for administering our relationship. Customer has authorized the Administrator to act on Customer's behalf and to bind Customer for any matters relating to the Agreement and these Terms. GiveGab understands that Client may need to change the Administrator from time to time.
4. **Development Practices:** GiveGab leverages Agile Software Development practices to iterate on and improve the GiveGab Service based on feedback from the user community. Therefore the GiveGab Service is always improving and the form and nature of the GiveGab Service may change from time to time without prior notice. In addition, GiveGab may stop (permanently or temporarily) providing the GiveGab Service (or any features within the GiveGab Service) to you or all general users and may not be able to communicate to you with advanced notice.
5. **Proprietary Rights, Confidential Information and Intellectual Property** (see 5.1)
 - o **Ownership of Submissions:** You agree that the submission of any ideas, suggestions, documents, and/or proposals to GiveGab, Inc. through its suggestion, feedback, help, support or similar pages including but not limited to Facebook, Twitter, or LinkedIn, is at your own risk. GiveGab has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to GiveGab, Inc. a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, reformat, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights.
 - o **Ownership of SaaS Services:** GiveGab owns the GiveGab Service as a whole, including all computer code, graphics, user interfaces and audiovisual content used to provide the GiveGab Service and the combination of all the elements on the GiveGab Service. The GiveGab Service as a whole, the computer code of the GiveGab Service, the user interface, and graphic elements are all copyrighted works of GiveGab. Various other aspects of the GiveGab Service may be



protected by intellectual property laws including laws of copyright, trademark, service mark, patent and trade secret.


- **Restrictions:** GiveGab owns all right, title and interest in and to the GiveGab Service. GiveGab reserves all rights to the GiveGab Service that are not expressly granted herein. By way of example only, and not limitation, you do not have the right to modify, adapt, translate, or reverse engineer any portion of the GiveGab Service and you do not have the right to index or aggregate any portion of the GiveGab Service (either by hand or by means of a robot, spider, or other device). Nothing in this Agreement will be construed as granting you any property rights in the GiveGab Service or to any invention or any patent, copyright, trademark or other intellectual property right that has been issued, or that may issue, based on the GiveGab Service. All restrictions noted apply to Kimbia, the Kimbia Platform, #igivelocal, and Give Local America patents, copyrights, trademarks and intellectual property.
- **Confidential Information.** Except as expressly allowed herein, each party will hold in confidence and not use or disclose any Confidential Information of the other party and will similarly bind its employees, consultants and contractors in writing. "Confidential Information" means any information, data, or know-how relating to a party's business, products, services, processes, techniques, pricing, internal procedures, employees and personnel. Confidential Information specifically excludes any information arising from the use of the GiveGab Service. Confidential Information does not include information that: (i) the receiving party can prove through written documentation was rightfully in its possession at the time of disclosure without a confidentiality obligation; (ii) becomes part of the public knowledge not as a result of any action or inaction of the receiving party in breach of the Agreement; (iii) is disclosed to the receiving party by a third party not in violation of any obligation of confidentiality; or (iv) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, which can be proven through written documentation.
- **U.S. Government Restricted Rights.** If you are an agency of the United States Government, the GiveGab Service is a "Commercial Item," as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to the United States



Government (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. All unpublished rights are reserved under the copyright laws of the United States. For purpose of any public disclosure provision under any law, it is agreed that the GiveGab Service are trade secrets and proprietary commercial products and not subject to disclosure.

6. Content Permissions:

- Neither GiveGab nor any of its Customers assumes any obligation with respect to any of your Content except as set forth in these Terms and Conditions, unless and until it enters into a separate written contract with you, and then only as expressed in that separate written contract. In the absence of a separate written contract, your rights with regard to GiveGab or any of its Customers' use of your Content shall be as described in these Terms and Conditions and as existing under the patent laws of the United States.
- You hereby irrevocably release and forever discharge GiveGab and its Customers and their affiliates and subsidiaries (together, the "Released Parties") from any and all actions, causes of actions, claims, damages, liabilities and demands, whether absolute or contingent and of any nature whatsoever, which you now have or hereafter can, shall or may have against the Released Parties or their respective successors and assigns with respect to the Content, including without limitation in respect of how the Released Parties, directly or indirectly, use the Content, with the sole exception that the foregoing release and discharge does not apply to your right to bring a claim of patent infringement arising from use of your Content.
- **Content Ownership:** Your text, images, audiovisual media and any other form of intellectual property, including the data, ideas, inventions, designs, patterns and processes in such material (collectively, "Content") that you post on or through the GiveGab Service belongs to you and you may use it in any other way without restriction. If your Content is the subject of a pending or issued patent, you have disclosed or will disclose that fact in connection with posting your Content on or through the GiveGab Service. To the extent you hold a patent in the Content, no license under any patent is herein granted. Any license to use patented Content shall be in the form of a separate written contract, in which event your, GiveGab's and/or any of its Customers' respective obligations shall be only those expressed in such separate written contract. Therefore, you represent and agree to all of the following and acknowledge that GiveGab and its Customers are explicitly relying on such representations and agreement with regard to your Content.

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- **Granting Rights to Content:** By using the GiveGab Service, you are granting GiveGab a non-exclusive, worldwide, royalty-free, sublicensable and transferable right and license to use, reproduce, create derivative works of, distribute, publicly perform and publicly display your Content on and through the GiveGab Service and on and through services affiliated with GiveGab, regardless of the form of media used or of whether such services now exist or are developed in the future. If you post Content on or through the GiveGab Service, you represent and warrant that you have the right to post that Content and to grant the above rights to GiveGab. Neither GiveGab nor any of its Customers has any obligation, either express or implied, to make any use of your Content. However, if GiveGab and/or any of its Customers do make use of your Content, whether such use is intentional or inadvertent, no compensation will be due to you or anyone else for the use of your Content or the use of any data, ideas, inventions, designs, patterns.
 - **Rights to Derivative Content:** If GiveGab produces Derivative Content from your Original Content you are granted a non-exclusive, worldwide, royalty-free, sublicensable and transferable right and license to use, reproduce, create derivative works of, distribute, publicly perform and publicly display your Derivative Content outside of the GiveGab Service as long as you are an active Customer of GiveGab or if you receive written approval from GiveGab.
 - **Posting Content is Voluntary:** You understand that posting your Content on or through the GiveGab Service is entirely voluntary and will expose your Content to public display in a non-confidential manner. You understand that GiveGab and/or any past, present or future Customer of GiveGab (each, a "Customer") may view your Content and may develop or have developed Content which is identical or similar to yours, may already know of such Content from other sources or may have taken or will take some other action with respect to such Content. The Content represents your own original work and you have all necessary rights to disclose the Content. In doing so, you are not violating the rights of any third party and you know of no other individual or entity whose rights will be infringed by the Content being viewed and used as described in these Terms and Conditions. Whether privately or publicly posted, all Content you provide is the sole responsibility of you, the originator. We cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the GiveGab Service or obtained by you through the GiveGab Service is at your own risk.

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- **Ownership of Existing Content:** Content posted by another person or company on or through the GiveGab Service belongs to the poster. Except as expressly permitted in these Terms and Conditions, you do not have the right to use, reproduce, create derivative works of, distribute, publicly perform or publicly display any Content that does not belong to you, other than viewing of the Content on or through the GiveGab Service as GiveGab may make available.
- **No Content Liability:** GiveGab does not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the GiveGab Service or endorse any opinions expressed via the Services. You understand that by using the GiveGab Service, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will GiveGab be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the GiveGab Service or broadcast elsewhere.
- **Other websites:** GiveGab does not endorse, support, represent or guarantee any links to external websites. Other websites are provided as a convenience to you. You understand that GiveGab has not reviewed all of these other websites, and therefore has no responsibility for the content of such other websites and shall not be liable for any damages or injury arising from the content of these other websites. You understand that, except for information, products or services clearly identified as being supplied by the GiveGab Service, we do not operate, control or endorse any information, products or services on the Internet in any way. The GiveGab service does not endorse or make any representations about these other websites, or any information or other products or materials found on these other websites, or any results that may be obtained from using these other websites. If you decide to access any of these other websites linked to the GiveGab Service, you do so entirely at your own risk.
- **Content Disclosure:** GiveGab may preserve your Content and may also disclose such Content, with or without notice to you, if required to do so by law or in the good-faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms and Conditions; (iii) respond to claims that your Content violates the rights of any third party; or (iv) protect the rights, property, or personal safety of GiveGab, its users, and the public.

Copyright Infringement

- 1. Copyright Infringement Notices:** If you believe that any material available on or through the GiveGab Service violates your copyright, you may send GiveGab a copyright infringement notice. Section 512(c) of the Copyright Act requires that your notice must be in writing and must include substantially all of the following:
 - A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
 - Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
 - 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 GiveGab to locate the material. GiveGab requests that complete URLs for each instance of the allegedly infringing material be provided.
 - Information reasonably sufficient to permit GiveGab to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
 - A statement that you have 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.
 - A statement that the information in the copyright infringement notice is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
 - Your written copyright infringement notice must be sent to GiveGab's designated copyright agent via mail. Please be aware that Section 512(f) of the Copyright Act provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.
- 2. Copyright Abuse Policy:** GiveGab will terminate, in appropriate circumstances, account holders of GiveGab's system or network who are repeat copyright infringers.
- 3. Designated Copyright Agent:** Copyright Agent, GiveGab, Inc., 401 E. State St., Suite 100, Ithaca, NY 14850
- 4. Copyright Agent Contact:** The Copyright Agent should only be contacted if you believe that your work has been used or copied in a way that constitutes copyright

infringement and such infringement is occurring on or through the GiveGab Service. The Copyright Agent will not respond to any other inquiries.

Fees, Fundraising and Monetary Gifts (i.e., Donating)

1. **Transaction Fees:** The GiveGab Service charges a transaction fee to organizations which have chosen to leverage donation features such as general donation collection, fundraising campaigns, crowdfunding, etc. Fees are laid out on our [pricing page](#). You understand that the transaction fee structure is subject to change at the sole discretion of GiveGab. All previous donations will not be affected by any changes.
2. **Cover the Fees Option:** The GiveGab Service provides users the option to cover the transaction fees associated with a donation, on a per-donation basis. You understand that if you choose to cover the transaction fees for a donation, the transaction fees will be added to your intended donation, with the total being charged to your credit/debit card or checking account in the case of ACH debits. This will result in the organization receiving 100% of your intended donation.
3. **501(c) Status Verification for U.S. based Organizations.** You understand that your U.S. based organization will be required to provide additional information for verification of the organization, its 501(c) status and its ability to collect donations, including but not limited to EIN.
4. **DGR Status Verification for Australian based Organizations.** You understand that your Australian based organization will be required to provide additional information for verification of the organization, its [DGR status](#) and its ability to collect donations, including but not limited to ABN.
5. **Payment Processor Setup Requirements.** You understand that as a representative of your organization you will be required to securely provide personally identifiable information for underwriting purposes so that our third party payment processor can verify you are a valid representative of that Organization, including but not limited to your full name, your date of birth, and the last 4 of our social security number (U.S. only). In some cases, you may be required to provide additional identifying information to comply with Federal and State compliance laws. You agree to not provide invalid or personally identifiable information for which you are unauthorized. Additionally, you will be required to provide bank routing and account number information for the organization, as well as the organization representative's name listed on the bank account in order to be paid out any escrowed donations. You agree not to provide invalid or bank account information for which you are unauthorized. You agree that GiveGab will not be responsible for incorrect payment processing actions via our third party payment processor that occur because of invalid or unauthorized bank account information entered by you or a representative of your organization.

6. **Stripe Terms.** Your use of the GiveGab Service is also subject to the terms and conditions of our third party payment processor Stripe and their Stripe Connected Account Agreement, in effect at the time of your use, which is incorporated herein as though set forth in full. You can review the most current version of the Stripe Connected Account Agreement [here](#). If you are an Australian based customer, you can review the most current version of the Stripe Connected Account Agreement [here](#).
7. **Plaid Terms.** If you choose to make a donation payment by using your bank account, you are using a third-party tool called Plaid and you are subject to the end user policy of Plaid, in effect at the time of your use, which is incorporated herein as though set forth in full. You can review the most current version of the Plaid End User Policy [here](#).
8. **Non-refundable Donations.** You understand that a donation payment, once charged to a user's credit card or checking account, is final and non-refundable with the exception that they can prove the transaction was made through an unauthorized use of their credit card or bank account. If a user disputes a donation payment that was valid and for which you have successfully collected the payment, you will need to fund the amount of the dispute and fees associated with it. You agree that GiveGab will not be responsible for lost disputes.
9. **Donation Handling Using Third Party Credit Card Processor Stripe.** You understand that each donation is held in a non-operating bank account, by the third party credit card processor (currently Stripe) and that GiveGab does not have custody or control of the donations. These funds are held until such time that the payment processor disburses them to the organization. You understand that the GiveGab Service does not and will not have custody or control of the actual contributions and that all funds are handled by the third party credit card processor (currently Stripe). You understand aggregates all donations made each day and transfers such total to the each organization's bank account at frequencies determined by GiveGab and the organization. By default this happens on a 5 business days rolling basis.
10. **Fundraising Responsibilities.** Organizations may set fundraising goals or require their fundraisers to agree to raise a certain amount of money by a certain date. GiveGab is not liable if fundraisers or fundraising do not meet their goals and makes no guarantees about the success of any fundraising goals. Any shortfalls, issues, disputes or questions related to fundraisers' goals, deadlines, and/or shortfalls are between the applicable user and the organization. The user and the organization all expressly agree that GiveGab shall have no responsibility or liability related to fundraising.
11. **No Donation Portion to Fundraiser.** You understand as a representative of the organization that if a user chooses to fundraise through the GiveGab Service on behalf

of the organization, all donations go to the organization and the user does not receive any monetary portion of any donations.

Cancellation and Termination

1. **GiveGab Service Discontinued.** GiveGab, in its sole discretion and at any time, may discontinue providing the GiveGab Service, or any part thereof, with or without notice. Any termination of your access to the GiveGab Service under any provision of these Terms and Conditions may be effected without prior notice. GiveGab may immediately deactivate or delete your user account, as applicable, and all related information and Content and bar any further access to such information, Content or to the GiveGab Service. GiveGab will not be liable to you or any third party for any termination of your access to the GiveGab Service.
2. **No Access After Account Termination.** After cancellation or termination of your account for any reason, you will no longer have access to your user account and all information and Content in your user account or that you have stored on the GiveGab Service may be but is not required to be, deleted by GiveGab. GiveGab will have no liability for information or Content that is deleted due to the cancellation or termination of your user account for any reason. If you are a member of an organization, and that organization community is canceled or terminated, Content posted to that organization will no longer be available to you. Such Content may be, but is not required to be, deleted by GiveGab. GiveGab will have no liability for information or Content that is deleted due to the cancellation or termination of an organization community.
 - o Additionally, for the Enterprise Product, the connection to the customer's payment gateway or financial transaction process will be removed from the customer admin control panel.

Liability

WARRANTY DISCLAIMER: THE GIVEGAB SERVICE IS PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED, AS TO THE OPERATION OF THE GIVEGAB SERVICE, OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE GIVEGAB SERVICE. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, GIVEGAB AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FURTHER, GIVEGAB AND ITS AFFILIATES DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER INFORMATION CONTAINED IN THE GIVEGAB SERVICE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. GIVEGAB DOES NOT WARRANT THAT THE GIVEGAB SERVICE WILL BE AVAILABLE AT ANY TIME OR FROM

ANY PARTICULAR LOCATION, WILL BE SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE GIVEGAB SERVICE IS FREE OF VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM GIVEGAB OR THE GIVEGAB SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

DISCLAIMER OF CONSEQUENTIAL DAMAGES: NEITHER GIVEGAB NOR ITS AFFILIATES WILL BE LIABLE, UNDER ANY THEORY OF LAW, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS INTERRUPTION, AND/OR LOSS OF INFORMATION OR DATA. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

General Terms


- 1. Entire Agreement:** These Terms and Conditions (including any additional terms, conditions, policies and agreements incorporated herein), in combination with any existing Master Service Agreement between GiveGab and the customer, are the entire agreement between GiveGab and you regarding the GiveGab Service. Any dispute arising from or related to these Terms and Conditions will be governed by the laws of the State of New York without regard to conflict of law principles. Any such dispute will be resolved through binding arbitration by a single arbitrator pursuant to the American Arbitration Association's rules applicable to commercial disputes. The arbitration will be held in Ithaca, NY. The failure of GiveGab to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms and Conditions shall otherwise remain in full force and effect and be enforceable. We may revise these Terms from time to time, and the most current version will always be at http://www.givegab.com/about/terms_and_conditions. If the revision, in our sole discretion, is material we will notify you via an e-mail to the email associated with your user account. By continuing to access or use the GiveGab Service after those revisions become effective, you agree to be bound by the revised Terms and Conditions.
- 2. Survival of Certain Terms Upon Agreement Termination:** These Terms and Conditions will remain in full force and effect while you use the GiveGab Service. Those terms that can continue to operate after you stop using the GiveGab Service (including without limitation your Content license to GiveGab and the General Terms in this Section), will survive after you stop using the GiveGab Service. You agree to indemnify and hold GiveGab, its parents, subsidiaries, affiliates, officers and employees, harmless, including costs and attorneys' fees, from any claim or demand made by any third party

due to or arising out of (i) your actions in using the GiveGab Service, (ii) a claim that you, or any third party using your Account Credentials, infringed any intellectual property or other right of any person or organization using the GiveGab Service, or (iii) the violation of these Terms and Conditions by you, or any third party using your Account Credentials.

3. **Assignment and Binding Effect:** Customer will not have the right or ability to assign or transfer (whether by merger, operation of law or otherwise) the Agreement and these Terms and Conditions, in whole or in part, including without limitation any obligations or rights under the Agreement and these Terms without the prior written consent of GiveGab. A change or control of Customer will be deemed an assignment for purposes of this Section. GiveGab may assign its rights and obligations under the Agreement and these Terms and Conditions without the Customer's consent. Any assignment or transfer not made in accordance with this Section will be void. Without limiting the foregoing, any permitted assigns or successors hereof will be bound by all terms and conditions of the Agreement and these Terms and Conditions.
4. **Updates to the Terms:** GiveGab reserves the right to update and change these Terms and Conditions from time to time without notice or acceptance by you, so please check this page frequently for updates and changes. However, changes made to these Terms and Conditions will not apply to you to the extent that (a) the changes concern matters which are the subject of an actual dispute between you and GiveGab as of the date the changes take effect and (b) GiveGab has actual notice of the dispute as of the date the changes take effect.
5. **Data Processing Agreement (DPA):** This explains how we process your data and includes the European Union Standard Contractual Clauses. It is available at <https://www.everyaction.com/data-processing-agreement>. Upon sign up for the GiveGab Service, the DPA is incorporated by reference into this Agreement.


GiveGab Enterprise Platform (formerly Kimbia) - Additional Terms

1. **International Currency:** For any situations in which the calculation of amounts due from Customer to GiveGab are dependent on the volume of currency transaction processing not denominated in U.S. dollars, for that calculation purpose the non-U.S. dollar transaction volume will be converted to U.S. dollars according to the website Oanda's historical exchange rate for that currency (<http://www.oanda.com>) as of the last day of the month in which the activity in question occurred.
2. **Management of Customer Website and End Users:** Customer represents and warrants to GiveGab that Customer owns its website, possesses the right to allow integration of the GiveGab Service within Customer's website, and that Customer is fully capable of complying with these Terms and the Agreement. With respect to the



operation and use of Customer's website: (i) Customer has the sole responsibility for maintaining all aspects of its website and keeping it in proper working order at all times, (ii) Customer will comply with all applicable laws and sound industry web standards, (iii) Customer will manage the access to and use of its website to prevent any unauthorized use of its website and any of the GiveGab Service, (iv) Customer will take all reasonable steps necessary to immediately stop any unauthorized use of the GiveGab Service by any end users of its website and upon discovery, Customer will immediately notify GiveGab of any unauthorized use of the GiveGab Service. Customer also understands that, should it enable form widgets created by the GiveGab Service to be embeddable by others on other websites, Customer is responsible for monitoring all activity that passes through these forms. Customer will immediately notify GiveGab of any violation of these Terms and the Agreement by anyone of which it becomes aware, including violations by its end users.

3. **Customer Credit Card Processor:** GiveGab's Service is designed to interface with Customer's existing credit card processor/gateway account(s) and related merchant accounts (collectively referred to as "Processor") or with GiveGab's preferred vendor Stripe. Fees listed in the Agreement do not include any transaction processing fees or any other fees charged by Customer's Processors. Under no circumstances will GiveGab be held liable for any Processor activity, including transaction fees, chargeback fees, chargebacks, credits, refunds, and other Processor offsets.
 - Customer is responsible for reconciling GiveGab transaction reporting data to Customer's Processor and Customer agrees that Processor reporting should be considered the definitive record of financial transactions. Customer represents and warrants that Customer has authorization to provide the Processor credentials to GiveGab, and that Customer has control over, or has written permission from a third party, to exert full control over the Processor credentials Customer provides to GiveGab. Customer will meet all Processor requirements as applicable related to a posting of its own public privacy statement, Customer contact information, or other Processor underwriting and compliance requirements.
 - GiveGab is not responsible for (i) misallocation of funds into incorrect accounts due to Customer or other third-party error in provision of credential information, or (ii) any missed or foregone transactions as a result of payment Processor declines for any reason or as a result of temporary or permanent changes in GiveGab Service or website availability. While GiveGab's proprietary technology may attempt to reduce the amount of fraudulent transactions, GiveGab does not guarantee that fraudulent transactions will not occur. Any GiveGab-recommended practices related to preventing payment fraud



including manipulation of Processor settings should be evaluated independently by Customer, and GiveGab is not liable for any loss or other damages that may occur related to such settings. GiveGab is not responsible for any manipulation of Customer's Processor account settings.

- If the Agreement explicitly states that Customer will be making use of a Third Party Foundation approach, the Customer will be subject to the Third Party Foundation terms linked to in the Agreement and/or as otherwise provided to Customer, and in this case Third Party Foundation terms related to payment gateway/merchant account operations, fund disbursement, receipting, and other issues may supplant or override these Terms.
4. **Processor Removal Upon Termination:** Upon Termination for Agreement, in addition to the steps taken per Section X above, GiveGab will remove its connect to the Customer's Processor and all future transactions (scheduled or recurring, for example) will cease at that point. GiveGab is not responsible for any consequence as a result of Customer or other parties continuing to reference donation forms beyond Agreement Termination.
 5. **Customer Personnel:** Customer may use consultants and subcontractors to assist Customer in implementing the GiveGab Service, exercising Customer's right to access and use the GiveGab Service, performing an SOW and otherwise performing Customer's obligations under the Agreement. Customer will remain fully responsible and liable for the performance, actions, and inactions of each such consultants and subcontractors (including any payments that may be owed) and for their compliance with all of the terms and conditions of the Agreement as if they were Customer's own employees. Nothing contained in this Agreement will create any contractual relationship between GiveGab and any Customer consultant or subcontractor. Customer will enter into written confidentiality and non-disclosure agreements with each such consultant and subcontractor at least as restrictive as the confidentiality and non-disclosure provisions in this Agreement. Customer will notify GiveGab in advance of the name and contact information for any such consultants or subcontractors engaged by Customer to directly interact with GiveGab under the Agreement or a specific SOW. GiveGab reserves the right to require any such consultants or subcontractors to directly enter into a confidentiality and nondisclosure agreement with GiveGab.

Effective 6/24/2011. Last Updated 10/15/2021