

Bonterra Payments Terms and Conditions

These Terms and Conditions ("Payment Terms and Conditions") apply to Bonterra Payments and are subject to the Bonterra Master Subscription and Services Agreement signed between the Organization and the Bonterra entity named above the signature line on the Order Form (together with all incorporated documents and attachments, collectively, the "Agreement").

1. Definitions

- **“Organization,” “User,” “you,” or “your”** refers to the person or entity using the Services, as identified in the Bonterra Order Form.
- **“Processor”** refers to third-party payment processors that Bonterra integrates, at its sole discretion, as part of the Service.
- **“Bonterra Order Form”** means a Bonterra order form, quote, or other similar document that (i) incorporates the Agreement by reference; (ii) lists the Bonterra Products, pricing, subscription term, permitted number of Users, overage fees (if applicable), and other terms and conditions; and (iii) is signed by both parties.

2. The Service

2.1. Bonterra Payments service ("Service" or "Services") facilitates the Organization's acceptance of donations using the Bonterra platform by providing: (i) payment account setup; (ii) payment underwriting; and (iii) payment data transmission services for the Organization's use of Bonterra's third-party payment processors ("Processor" or "Processors"), as further described in section 5 below.

2.2. You hereby appoint Bonterra as your agent to deliver information and instructions on your behalf to the Processor(s).

3. Verification of Identity

3.1. To access and use the Services, you must be a business, a non-profit organization, or a political organization.

3.2. To verify your identity for your use of the Service, Bonterra may require additional information, such as your company's tax ID number and other necessary documentation required by a third-party financial institution, bank, credit card processor, or other payment provider under law or industry compliance standards. Bonterra is not responsible for assisting you in providing, filing, or submitting this documentation, or ensuring the accuracy of your information or the Organization's information. You must

also provide bank routing and account number information for the Organization, as well as the name of the representative listed on the bank account to be paid out any dollars held in your Service balance.

3.3. By using the Services, you authorize Bonterra to retrieve information about you using third parties, including credit bureaus and other information providers. We may periodically update this information to determine whether you continue to meet the eligibility requirements for the Services.

3.4. You agree not to provide invalid or unauthorized bank account information. You agree that Bonterra will not be responsible for incorrect payment processing actions via our Processor that result from invalid or unauthorized bank account information entered by you or a representative of your Organization.

4. Use of the Services

4.1. Subject to these Payment Terms and Conditions and the Agreement, Bonterra grants you a non-exclusive, non-transferable, non-sublicensable, royalty-free license to access and use the Services (a) solely for the purposes described in section 2.1; and (b) in compliance with the provisions set forth herein.

4.2. You agree not to use the Service in the following ways:

- (i) In violation of applicable laws;
- (ii) To bypass or breach any security device or protection used by the Service;
- (iii) To input, upload, transmit, or otherwise provide to or through the Services any information or materials that are unlawful, injurious, or that contain, transmit, or activate any harmful code;
- (iv) To miscategorize an Organization;
- (v) To knowingly create false Organizations or false Organization memberships, corporate contribution department memberships;
- (vi) To provide false information or falsify information submitted by another user of the Service;
- (xii) To use the Services for an Organization you are not directly affiliated with;
- (xiii) To send potentially fraudulent authorizations or fraudulent transactions.

4.3. You are responsible for any penalties and fines imposed on you or on us by any bank, money services business, payment network, financial institution, or other financial intermediary resulting from your use of the Services in a manner not permitted by these Payment Terms and Conditions or by such financial intermediary's rules and regulations.

5. Payment Processor

5.1. Your use of the Service may also be subject to the terms and conditions of our Processor, which will be presented when you set up your Service account ("Processor Terms").

5.2. Bonterra is not a party to the Processor Terms and is not liable to you in respect thereof. By accepting these Payment Terms and Conditions and the Processor Terms, you agree to the creation of an account with the Processor.

5.3. You understand that each donation may be held in a non-operating bank account by the Processor and that Bonterra does not have custody or control of the donations. These funds may be held until the Processor disburses them to the Organization. You acknowledge that Bonterra does not and will not have custody or control of the actual contributions, and that all funds are handled by the Processor. You understand that Bonterra aggregates all donations made each day and transfers the total to the Organization's bank account according to the schedule determined by Bonterra and you.

6. Transaction Fees

6.1. For donations collected through credit or other payment methods, the Service will be subject to processing fees determined by Bonterra's Payment Processors ("Transaction Fees"). Transaction Fees will either be: (1) deducted from the contributed donations or (2) paid by the Organization, as stated in the applicable order signed between you and Bonterra.

7. Refunds

7.1. Unless the Bonterra product allows for a refund, you understand that a donation payment, once charged to a donor's credit card or checking account, is final and non-refundable, except in cases where the donor can prove the transaction was made through 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, along with any associated fees. You agree that Bonterra will not be responsible for lost disputes.

7.2. For permitted refunds that must be facilitated by Bonterra's Support Team, the following criteria apply:

- (a) An administrator at the Organization that received the funds from the originating transaction must approve the refund and the specific refund requested.
- (b) The refund is requested within 3 days of the initial transaction.
- (c) The Organization that collected the funds originally has a Bonterra payments balance to fund the refund, OR the Organization allows Bonterra to retrieve funds from the Organization.

7.3. Whenever Bonterra issues a refund:

- (a) The individual charged will be refunded the full amount they were charged.
- (b) Bonterra will retain the Transaction Fee(s) plus any fees charged by the Processor.

- (c) The Organization that received the funds from the transaction will need to fund the full amount, including fees.
- (d) Any Bonterra Tips received by the individual will be returned and funded by Bonterra.
- (e) Any Host Fees charged by a Host for a Giving Site (e.g., Giving Day Host, Crowdfunding Host, etc.) will be returned to the individual and funded by the Host.

8. Reversed or Charged Back Transactions

8.1. You are solely responsible for verifying the identity of the cardholders you use in the Service. Bonterra does not guarantee or assume any liability for transactions authorized and completed that may later be reversed or charged back. You are solely responsible for all reversed or charged-back transactions, regardless of the reason for, or timing of, the reversal or chargeback.

9. Failed Payouts

9.1. If after 120 days, Bonterra is unable to pay out funds from your Organization's payments balance on our platform to the bank account you provided, we will refund all transactions (e.g., donations, registrations, etc.), less fees, to the individuals who were originally charged.

10. Fund Recovery

10.1. If your Bonterra Payments balance on the Bonterra platform is zero and you are assessed additional fees or charges for lost disputes, refunds, or other transactions resulting from operations on our platform, Bonterra will attempt to automatically retrieve funds to cover these costs by debiting your bank account. If after 90 days, we are unable to retrieve funds, we will invoice your Organization for the amount owed to Bonterra, which will be due immediately. If we do not receive funds within 30 days of invoicing, we will disable your account on the platform.

11. Lost Disputes

11.1. If an individual disputes a charge resulting from a transaction (e.g., donation, registration, etc.) to your Organization, you will be notified of the dispute. We may work with you to gather and submit evidence. Once a dispute is settled, we will notify you of the outcome. If the result is a won dispute, no further action is required and you will incur no further fees. If the result is a lost dispute, you will be charged the full gross amount of the charge (including fees), plus an additional \$15 service fee.

12. Suspicion of Unauthorized or Illegal Use

12.1. Bonterra reserves the right to not provide the Services for any transaction you submit that we believe, in our sole discretion, is in violation of these Payment Terms and Conditions or Processor Terms,

or that exposes you, Bonterra, the Processor, or any other third party to actual or potential risk or harm, including, but not limited to, fraud and other criminal acts.

13. Term

13.1. These Payment Terms and Conditions are effective upon the effective date included in the Order Form and continue so long as you use the Services or until terminated by you or by Bonterra.

13.2. Termination does not relieve you of your obligations as defined in these Payment Terms and Conditions. The Processor may elect to continue holding any funds deemed necessary, pending resolution of any terms or obligations defined in these terms and conditions, including, but not limited to, chargebacks, fees, refunds, or other investigations or proceedings.

14. Privacy and Data Use

14.1. Each party will make available a Privacy Policy that complies with the law. Bonterra's Privacy Policy explains how and for what purposes Bonterra collects, uses, retains, discloses, and safeguards the personal data you provide to Bonterra.

14.2. When you provide Personal Data to Bonterra, or authorize Bonterra to collect Personal Data, you must provide all necessary notices to, and obtain all necessary rights and consents from, the applicable individuals (including your donors) sufficient to enable Bonterra to lawfully collect, use, retain, and disclose the Personal Data as described in these Payment Terms and Conditions and Bonterra's [Privacy Policy](#). You are responsible for determining the content of the notices you provide to your donors.

14.3. [The Data Processing Agreement](#), including the Data Transfers Addendum, that applies to your use of the Services and the transfer of Personal Data, is incorporated into this Agreement by reference. Each party will comply with the Data Processing Agreement.

14.4. Each party will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect data in its possession or under its control from unauthorized access, accidental loss, and unauthorized modification. You are responsible for implementing administrative, technical, and physical controls that are appropriate for your business.

15. Indemnification

15.1. Notwithstanding the indemnity provisions included in the Agreement, Bonterra has agreed to indemnify and hold the Processors harmless for some, and in some cases, all of your liabilities occurring under the Processor terms and conditions. If Bonterra becomes liable to the Processor or any other third party for any penalties, fines, fees, or other liabilities under or in respect of these Payment Terms and

Conditions or the Payment Network Rules, you agree to indemnify and hold Bonterra harmless from and against any and all such liabilities.

16. Modifications to these Payment Terms and Conditions

16.1. Bonterra may modify all or any part of this Agreement at any time by posting a revised version of the modified Payment Terms and Conditions on the Bonterra Legal Page or by notifying you. The modified Agreement is effective upon posting or, if Bonterra notifies you, as stated in the notice. By continuing to use Services after the effective date of any modification to these terms, you agree to be bound by the modified Payment Terms and Conditions. It is your responsibility to check the Bonterra Legal Page regularly for modifications to these Payment Terms and Conditions.