

# Givsum User Agreement

Date Last Modified: [ENTER TODAY'S DATE]

1. **ACCEPTANCE OF TERMS.** This User Agreement (“**Agreement**”) is entered into by and between you individually and, if you are authorized to act on behalf of an entity, the entity on behalf of which you act (“**User(s)**”, “**you**”, “**your**”, or **similar terms**) and Givsum, Inc. (“**Givsum**”, “**we**”, “**our**”, or **similar terms**) and governs your access to and use of www.givsum.com and any other services or products (collectively, the “**Service**”) offered and/or operated by Givsum, whether as a guest or a registered user. This Agreement includes the Givsum “**Privacy Policy**”, which is incorporated into this Agreement by its reference. If you do not accept the terms of this Agreement in their entirety, you may not use or access the Service. Givsum may revise this Agreement from time to time and modify, add or discontinue any aspect, content or feature of the Service, at its sole discretion. Your continued use or accessing of the Service following the posting of any changes to this Agreement constitutes your acceptance of such changes. If the revised version materially reduces your rights or increases your responsibilities, we may post such changes in advance of the effective date to give you notice. Unauthorized access, distribution, reproduction, copying, retransmission, publication, sale, exploitation (commercial or otherwise), or any other form of transfer of any portion of the Service, including but not limited to all content, services, digital products, tools or products, is expressly prohibited. **ARBITRATION, JURY TRIAL AND CLASS ACTION WAIVER:** Except as otherwise described in the Disputes section below, by using the Service, you agree that disputes between us will be resolved by binding, individual arbitration and you waive your right to a jury trial or to participate in a class action. **PLEASE REVIEW THE DISPUTES SECTION CAREFULLY; BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT.**

2. **SERVICE PROVIDED TO USERS.** The Service is offered as a platform (1) to individuals who want to support various tax exempt organizations (“**Supporter(s)**”); (2) to public nonprofits or private foundations that are properly operating under U.S. Internal Revenue Code 501(c)(3) (“**Charity**”); (3) to social welfare organizations that are properly operating under U.S. Internal Revenue 501(c)(4) (“**Clubs**”); and (4) to allow Supporters to create public crowdfunding campaigns (“**Campaigns**”) to directly benefit a Charity or Club (collectively or individually a “**Recipient Organization(s)**”). (5) Likewise, Recipient Organizations may also create Campaigns for their own benefit or may hire Givsum to create and promote Campaigns on their behalf, which shall be done under a separate agreement. For the sake of clarity, any Recipient Organization using the Service, through the actions of an individual authorized to act on its behalf (“**Administrator**”) shall be deemed a User and bound by this Agreement.

3. **GIVSUM IS A PLATFORM, NOT A PROFESSIONAL ADVISOR.** Givsum facilitates the ability for Supporters and Recipient Organizations to interact with each other for philanthropic purposes. The Service is an administrative platform only. Givsum is not a nonprofit, broker, agent, financial institution, creditor, or a tax, legal, or any other kind of advisor.

## 4. USER’S REPRESENTATIONS AND WARRANTIES

4.1 Your Account and Password. By establishing your account with Givsum, you agree to provide true and accurate data about yourself on your account registration form, and to update and keep such data current (in your Settings). You are solely responsible for maintaining the confidentiality of your password and account, and you are solely responsible for all uses of your password or account, whether authorized by you or not. You agree to (1) immediately notify Givsum of any unauthorized use of your password or account or any other breach of security and (2) ensure that you exit from your account each time you use the Service. Access and use of password-protected and/or secure areas of the Service is restricted to the User that has been given a valid password by Givsum. **YOUR USE OF THE SERVICE FROM ANYWHERE OUTSIDE THE UNITED STATES IS STRICTLY PROHIBITED.**

4.2 Integration with Social Media. We may also provide you the ability to link to or integrate the Service with certain social media as part of the Service or in order to provide you additional venues in which you can leverage or share the giving opportunities of the Service. Please note that in any instance with which you provide us with your login credential for such social media, Givsum will have access to all information related to such account(s); as permitted by the policies of such platforms and your then current privacy settings, if applicable. By opting to provide us with your login credentials, you hereby assent to any such access and use that we may have, in accordance with our Privacy Policy. If you have any questions or concerns about such access, then we suggest you review the applicable social media platform's policies and your privacy settings prior to providing us with any such information.

4.3 Integration with Third-Party Accounting Software. We may also provide you the ability to link to or integrate the Service with certain accounting software as part of the Service in order to provide you additional methods in which you can manage your finances. Please note that in any instance with which you provide us with your login credential for such accounting software, Givsum will have access to all information related to such account(s); as permitted by the policies of such accounting software and your then current privacy and/or security settings, if applicable. By opting to provide us with your login credentials, you hereby assent to any such access and use that we may have, in accordance with our Privacy Policy. If you have any questions or concerns about such access, then we suggest you review the applicable accounting software policies and your privacy and/or security settings prior to providing us with such information.

4.4 Children's Online Privacy Protection Act. If you are under 13 years of age, you are not authorized to use the Service, with or without registration. In addition, if you are under the age of majority in your jurisdiction (typically 18 years of age), you may use the Service only with the approval of your parent or guardian.

4.5 Opt-In/Opt-Out of Communications. By engaging with any Recipient Organization through the Service (volunteering, donating, etc.), you hereby consent to have your personal information, such as a telephone number, email, mailing address, and/or any other information that you provide to be shared with that Recipient Organization and explicitly opt-in to receive communications from that Recipient Organization. If you wish to opt-out of communications with any particular Recipient Organization, you may do so at any time by contacting them directly.

4.6 Your Organization's Good Standing. If you are an Administrator of a Recipient Organization, then you represent and warrant that the entity for which you are posting is duly organized, authorized, and in good standing under the laws of the state of its organization and is duly authorized to do business in all other states where such authorization is necessary or required.

4.7 Campaign Assurances and Permissions. If you are organizing a Campaign, you represent that (1) all information you provide in connection with your Campaign's appeal is true and correct and not likely to deceive a reasonable User; (2) all contributions will be used solely as described by the content that you post or otherwise provide to Users of the Service; (3) you will not infringe the rights of others; (4) you will comply with all relevant and applicable financial reporting obligations, including but not limited to laws and regulations relating to tax reporting, political contributions, and applicable asset disclosures; and (5) to the extent you share with us any personal data of any third-party for any purpose, including the names, email addresses, and phone numbers of your personal contacts, you have the authority (including any necessary consents), as required under applicable law, to provide us with such personal data and allow us to use such personal data for the purposes for which you shared it with us. You authorize Givsum, and Givsum reserves the right to, provide information relating to you or your Campaign to Users, beneficiaries of your organization, or law enforcement, and to assist in any investigation thereof.

4.8 Proper User Conduct. It is a condition of your use of the Service that you do not (1) interfere with any other User from using and enjoying the Service; (2) collect information about other Users or third-parties via the Service or use any such information for the purpose of transmitting or facilitating transmission of unauthorized or unsolicited advertising, junk or bulk e-mail, chain letters, or any other form of unauthorized solicitation, or any form of lottery or gambling; (3) engage in the systematic retrieval of data or other content from the Service to create or compile, directly or indirectly, a collection, compilation, database or directory, without Givsum's prior written consent; (4)

attempt to gain unauthorized access to other computer systems or networks connected to the Service; (5) create or access any accounts through unauthorized means, which includes any bot, spider, other automatic device, or manual process to monitor or copy the Service or the content contained therein without prior written permission of Givsum; (6) use the Service to engage in any illegal activity; (7) you will not use the Service to upload, post, or otherwise distribute or facilitate distribution of any material that is libelous, defamatory or slanderous; (8) is sexually suggestive or contains explicit sexual content (including nudity); (9) does or may denigrate or offend any individual or group on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability; (10) does or may threaten, abuse, harass, or invade the privacy of any third party; (11) is fraudulent or infringes the rights of any third party, including, without limitation, patent, trademark, trade secret, copyright, right of publicity, or other proprietary rights; (12) contains a software virus or any other computer code that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment, or to damage or obtain unauthorized access to any data or other information of any third-party; (13) encourages conduct that would constitute a criminal offense or give rise to civil liability; (14) impersonates any person or entity, including any employee or representative of Givsum; or (15) violates any applicable law or this Agreement; (16) Givsum reserves the right to refuse to post, or to remove any information or materials at its sole discretion that Givsum considers objectionable or in violation of this Agreement; (17) the publication of any contest, competition giveaway, sweepstakes, or similar activity on or through the Service, without the prior written consent of Givsum, is prohibited. You may ask permission by reaching us at [hello@givsum.com](mailto:hello@givsum.com).

5. ENDORSEMENT DISCLAIMER; COMPLAINT REPORT. Givsum neither endorses any Recipient Organizations, nor any Campaigns, and we make no guarantee, express or implied, that any information provided through the Service is accurate. Givsum has no control over the conduct of Users and hereby disclaims all liability in this regard to the fullest extent permitted by law. Before making any contribution, you should consult your financial, legal, tax, or other professional advisor. We expressly disclaim any liability or responsibility for the outcome or success of any Campaign. You must make the ultimate decision as to the value and appropriateness of the contributions you make. All contributions are made at your own risk. When you make a contribution through the Service, it is your responsibility to understand how your contribution will be used. Notwithstanding the foregoing, we take any possible fraudulent misuse of the Service seriously. If you have a complaint that you would like to report, you may reach us at [hello@givsum.com](mailto:hello@givsum.com).

## 6. USER DATA

6.1 User Data. “**User Data**” shall mean the following information collected from User by Givsum or its affiliated partners (“**Affiliated Partners**”) during the course of providing the Service, including but not limited to name, billing address, shipping address, billing zip code, unique User ID, credit card numbers, CVV, card expiration date, tracking ID, public key, token, merchant identification, payment methods, stored value card number, PIN, email, ID cookies, and similar data or information that Givsum or its Affiliated Partners require from User to provide the Service, process a transaction, provide fraud screening, information security, and compliance.

6.2 Use of User Data. User hereby grants Givsum a non-exclusive, royalty-free license to use, reproduce, electronically distribute, and display all User Data for the purposes of (1) preparing internal reports for use by Givsum to manage its business; (2) data analytics, developing and analyzing data metrics, anonymising personal data and other analysis purposes, and to publish in aggregated form the results of such analyses; (3) allowing for fraud screening services; (4) resolving chargebacks or other disputes; (5) complying with applicable legal requirements and assisting law enforcement agencies by responding to requests for the disclosure of personal data in accordance with local laws and (6) any other lawful purpose(s) with which we decide.

6.3 No Obligation to Retain User Data. You acknowledge that Givsum has no obligation to retain data relating to any User accounts or Campaigns. You acknowledge that Givsum reserves the right to delete data or to terminate accounts or Campaigns at any time and for any reason, or no reason, with or without notice, and without any liability to you or any third-party for any claims, damages, costs, or losses resulting therefrom.

7. PRIVACY SETTINGS; PUBLIC CONTENT; PUBLIC DISPLAY; REVERSE LOGGING. When creating and maintaining your account, you will be responsible to select the privacy settings that you deem appropriate. The

default settings are “Participation: Public”, “Donations: Private” and “Followers: Public”. You are free to change your privacy settings when you create your account or at any time thereafter. Note, your first and last name and photo (if you upload one) are always public. Additional information you enter in connection with your User profile may be displayed to other Users to facilitate User interaction within the Service, depending on the settings you select. At the time of making certain monetary or in-kind donations, you may be given the option to select your contribution to be made “Anonymous”. If this is done, your personal information will be withheld from the Recipient Organization with whom you have made your contribution and it will not be publicly displayed. If you are using the Service as a member of a Club, then your data will be shared within your Club, unless you select that contribution to be made “Private”; the Club will be made aware of your contribution, but the identity of the Recipient Organization will be withheld. In addition, if you are using the Service as a member of a Club, then you also explicitly authorize the Administrator of that Club to log contributions on your behalf, which will be your default setting, unless you disable this capability (which can be done in your Settings). If your Administrator has logged a contribution on your behalf in error, then it is your responsibility to inform the Administrator to correct his/her error.

8. **MOBILE SERVICES.** The Service includes certain features that may be made available via a mobile device (“**Mobile Services**”). To the extent you access the Service via Mobile Services, your wireless service carrier’s standard charges, data rates, and other fees may apply. Not all Mobile Services may work with all carriers or devices. By using Mobile Services, you agree that we may communicate with you by SMS, MMS, text message, or other electronic means to your mobile device, and that certain information about your usage of Mobile Services may be communicated to us. We will comply with any additional requirements that may apply under local laws and regulations before communicating with you in this manner. In the event that you change or deactivate your mobile telephone number, you agree to promptly update your Givsum account information to ensure that your messages are not sent to the person that acquires your old number.

## 9. INTELLECTUAL PROPERTY

9.1 Our I.P. Protection. The Service is protected by one or more U.S. and international laws that govern intellectual property rights. You will abide by any and all copyright notices, trademarks, service marks, patents, or intellectual property restrictions of any kind that pertain to the Service. You understand and agree that your use of the Service does not grant you an interest, right, or title to any of Givsum's intellectual property. You may download and make copies of the content and other downloadable items displayed on the Service, provided that you do not remove, alter or conceal any copyright, trademark, service mark or other intellectual property right notices incorporated in or accompanying any content and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, broadcast, transmit, license, sell or otherwise exploit any content. The Givsum name and logo are Registered Trademarks of Givsum and may not be copied, imitated or used, in whole or in part, without the prior written consent of Givsum. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks and/or trade dress of Givsum, and also may not be copied, imitated or used, in whole or in part without the written consent of Givsum.

9.2 Your Content and Permissions. If you post any content using the Service, you hereby grant Givsum a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, publicly display, publicly perform, modify, sublicense, and distribute such content, and incorporate it in other works, in whole or in part, in any manner and any media now known or hereafter developed. You represent and warrant that you own such content or otherwise have sufficient rights in the content to grant to Givsum the foregoing license without infringing or violating the rights of any third-party. You further represent that any entity for which you are acting on behalf does hereby grant Givsum permission to use its name and/or logo(s) in Givsum's marketing materials including, but not limited to, use on the Givsum website, customer listings, in interviews, and press releases.

9.3 Suggestions. We welcome any suggestions that might improve the Service. You may submit suggestions by emailing us at [hello@givsum.com](mailto:hello@givsum.com). You acknowledge and agree that all suggestions you give us (1) will be treated as non-confidential, and (2) will be the sole and exclusive property of Givsum. Without limiting the foregoing, you acknowledge that your suggestions may be disseminated or used by Givsum or its affiliates for any purpose whatsoever, including developing, improving, and marketing products. You hereby irrevocably transfer and assign

to Givsum all of your right, title, and interest in all suggestions, including all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein, and waive any moral rights you may have in such suggestions. You agree to sign and deliver such documents, and otherwise provide such assistance, as may reasonably be required to perfect Givsum's rights in such suggestions.

9.4 Report Infringement. Givsum respects the intellectual property of others, and we ask our Users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been violated, you should notify Givsum of your claim in accordance. Givsum will investigate complaints and will take appropriate actions under the Digital Millennium Copyright Act and other applicable intellectual property laws with respect to any alleged or actual infringement. You may reach us with your copyright complaint at [hello@givsum.com](mailto:hello@givsum.com). Your complaint must include (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; (2) a description of the copyrighted work or other intellectual property that you claim has been infringed; (3) a description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it; (4) your address, telephone number, and email address; (5) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your complaint is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf. On the other hand, if you believe that your User content that was removed is not infringing, or that you have the authorization from the copyright owner, its agent, or pursuant to the law, to upload and use the content in question, you may send a written counter-complaint containing the following: (a) your electronic or physical signature; (b) identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled; (c) a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and (d) your name, address, telephone number, and email address, and a statement that you will accept service of process from the person who provided notification of the alleged infringement. Unless the copyright owner files an action seeking a court order against the content provider, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-complaint, at Givsum's sole discretion.

## 10. MONETARY AND IN-KIND CONTRIBUTIONS.

10.1 Monetary Contributions Made Directly To Recipient Organizations. Givsum will use its commercially reasonable efforts to provide you with access to an online payment processor that will operate 24 hours per day ("**Payment System**"). However, you acknowledge that the Payment System is a computer network based service which may be subject to outages and delay occurrences. In such an event, Givsum will use its commercially reasonable efforts to remedy any and all material interruptions. Givsum will not be liable in any manner for any interruptions, outages, or other delay occurrences relating to the Payment System. Recipient Organizations that create a merchant account on the Payment System will receive those funds directed to it by a User ("**Monetary Contribution(s)**") directly. When a Monetary Contribution is made through the Service, it is directed to the Recipient Organization's merchant account, less all applicable fees. Braintree, a PayPal Company, ("**Braintree**") and Stripe, Inc. ("**Stripe**") are the payment processors used by Givsum ("**Payment Processor**"). In order for the Recipient Organization to use the Payment System, they must first enter into a Merchant Services Agreement with an applicable Payment Processor and its sponsoring bank ("**MSA**"). Recipient Organizations will be directed through these steps when they activate their Givsum account. Braintree's MSA can be found here: <https://www.braintreepayments.com/legal/payment-services-agreement> and its bank agreement here: <https://www.braintreepayments.com/legal/bank-agreement>. Stripe's MSA can be found here: <https://stripe.com/en-US/connect-account/legal>. As a Recipient Organization using the Payment System and accepting this Agreement, you agree: (1) that you have downloaded or printed the Payment Processor's MSA and (2) that you have reviewed and agree to the MSA. Please note that Givsum is not a party to the Payment Processor's MSA and that you, the Payment Processor, and its sponsoring bank are the three parties to the MSA and that Givsum has no obligations or liability to you under the MSA. Recipient Organizations that use the Service, but do not have a merchant account with a Payment Processor may still receive funds via check from the Givsum Foundation, as outlined below.

10.2 Monetary Contributions Through The Givsum Foundation. The Givsum Foundation is a 501(c)(3) tax exempt organization (EIN: 27-3460415) and will serve as a donation aggregator and is an Affiliated Partner. To comply with U.S. federal tax laws and Internal Revenue Service regulations, the Givsum Foundation retains legal control over any Monetary Contributions it receives, and also retains the authority and discretion to grant its funds to other Recipient Organizations or Campaigns as it sees fit. Any User wanting to make a Monetary Contribution to a Recipient Organization that has not yet created a merchant account to use the Service (“**Not Yet Enrolled Recipient**”) may do so through the Givsum Foundation, designating the Not Yet Enrolled Recipient to receive those funds, less all applicable fees (“**Grant**”). Within the next business quarter of the Givsum Foundation’s receipt of your Monetary Contribution, the Givsum Foundation will deduct an additional Two Dollars (\$2.00) as an administrative fee and then issue the Grant to the Not Yet Enrolled Recipient. If it is impossible or impractical for the Givsum Foundation to issue the Grant to the Not Yet Enrolled Recipient, then the Givsum Foundation will issue the Grant to another organization that is similar to the Not Yet Enrolled Recipient, at the Givsum Foundation’s sole discretion. Accordingly, you understand and acknowledge that your credit card or bank statement will list the Givsum Foundation as the merchant of record and that your tax receipt will come from the Givsum Foundation, rather than the Not Yet Enrolled Recipient.

10.3 In-Kind Contributions. For the sake of clarity, “**In-Kind Contributions**” are goods or services, other than Monetary Contributions. Examples of In-Kind Contributions include: (1) Goods, like computers, software, furniture, and office equipment; (2) Services, like meeting space, photocopy and mail services, and administrative/financial support; (3) Expertise, like legal, tax, or business advice; marketing and website development; or (4) Cash equivalents, like stocks, bonds, and mutual funds. Should you wish to make an In-Kind Contribution to a Recipient Organization, you will be able to log that action on the Service. The Recipient Organization may or may not confirm receipt of your In-Kind Contribution. You will be able to make your In-Kind Contributions public or private, depending on how you establish your privacy settings. If you are using your logged In-Kind Contributions for your end-of-the-year tax purposes, you will be self-reporting the value of those In-Kind Contributions. Please consult with your attorney and/or tax advisor as needed.

## 11. FEES; TAXES; RECEIPTS

11.1 Fees. Givsum may modify this section from time to time at its sole discretion. (1) Recipient Organizations agree to establish a merchant account for use of the Payment System. Supporters have the option to pay fees, on behalf of a Recipient Organization, for use of the features described on our pricing page (<https://www.givsum.com/pricing>) at the published rate (“**Fees**”), which are incorporated by this reference. Supporter acknowledges that the default setting at check-out will include the payment of Fees. If Supporter does not want to pay Fees, then Supporter may uncheck the box next to the statement that indicates that he/she would like to cover the Fees for the Recipient Organization and the Recipient Organization will then be responsible for and agree to the payment of Fees. Some Recipient Organizations may require that Supporters pay their Fees for use of the Service and that fact will be stated at check-out. Users agree to and authorize the automatic payment of all Fees owed to Givsum and its Affiliated Partners immediately upon submission of any Monetary Contribution. (2) Recipient Organization may hire Givsum to create and/or advertise a Campaign at additional cost. If Recipient Organization does so, the parties will enter into a separate agreement, which will provide the structure of their working relationship. To inquire about this service, you may reach us at [hello@givsum.com](mailto:hello@givsum.com).

11.2 Taxes. It is ultimately your sole responsibility to determine what, if any, deductions or taxes apply to contributions you give or receive through your use of the Service and to assess, collect, report, or remit the correct tax, if any, to the appropriate tax authority. Recipient Organizations will be provided the ability to select whatever tax rate is applicable for a given transaction, for which Users will be required to pay. If Recipient Organizations charges an applicable tax, then Recipient Organization shall be responsible for payment of that applicable tax to the appropriate tax authority. Users shall indemnify and hold Givsum harmless from (1) any sales, use, excise, import or export, value-added, or similar tax or duty, and any other tax or duty not based on Givsum's income; and (2) all government permit fees, customs fees and similar fees which Givsum may incur from your use of the Service. Please consult with your attorney and/or tax advisor as needed.

11.3 Receipts. If you make a Monetary Contribution or an In-Kind Contribution to a Recipient Organization via the Service, then we will provide a receipt that complies with IRS requirements regarding receipts for charitable donations. We make no representation about the nature of any transaction made through the Service. You should consult with a qualified financial or legal advisor prior to claiming a tax deduction.

12. RECURRING DONATIONS. Supporters may have the option to make recurring Monetary Contributions (your agreement to make the Monetary Contribution on a recurring basis, a **“Contribution Subscription”** and each individual Monetary Contribution made in connection with a Contribution Subscription, a **“Contribution Installment”**, and in electing to make a Monetary Contribution on a recurring basis, you, as a Supporter hereby acknowledge that Contribution Subscriptions automatically renew and have a recurring payment feature, and that unless and until you opt-out of the auto-renewal of the Contribution Subscription, which can be done through the Service, any Contribution Subscriptions you have signed up for will be automatically extended for successive renewal periods of the same duration as the initially selected term. In connection with each of your Contribution Subscriptions, you (1) hereby authorize Givsum to bill your payment instrument in the amount of the applicable Contribution Installments in advance on a periodic basis until you terminate such periodic payments by opting out of the Contribution Subscription, (2) accept responsibility for payment of all Contribution Installments occurring prior to opt- out, and (3) agree to promptly update your billing account with any changes (such as your name, billing address, account number, expiration date, etc.). Changes to or termination of Contribution Subscriptions or Contribution Installments will apply only to Contribution Installments that take place after Givsum receives notice of such change or termination. Givsum does not provide refunds of any amounts received in connection with previously made Contribution Installments. Additionally, by enrolling in any Contribution Subscriptions, you acknowledge and agree for any and all such Contribution Subscriptions, that (a) the ongoing maintenance and operation of Contribution Subscriptions and each Contribution Installment are the sole responsibility of, and subject to the sole discretion of, the Administrator and/or Recipient Organization responsible for managing and receiving the Contribution Subscription, (b) individual Contribution Subscription were, and the amount of each Contribution Installment that is tax deductible may vary, (c) or more specific Contribution Installment may not be provided to or received by the applicable Recipient Organization or Campaign if such Recipient Organization or Campaign becomes unavailable, unable to accept Contributions, or chooses to stop receiving Contributions, which may occur for various reasons. Your non-termination of a Contribution Subscription reaffirms that Givsum is authorized to charge your payment instrument for the Contribution Subscription in accordance with these terms. This does not waive our right to seek payment from you directly.

13. REFUNDS. Givsum may modify this section from time to time at its sole discretion. Recipient Organization is responsible for all refunds, as follows:

13.1 Ticket Refunds; Canceled Events. If Recipient Organization elects to offer a refundable ticket or should Recipient Organization cancel an event for which it is offering tickets through the Service, Givsum will direct any Supporter seeking a refund to Recipient Organization and Supporter and Recipient Organization agree to address the issue directly with each other. Supporters acknowledge that Givsum's Fees will not be refunded and that the Recipient Organization is solely responsible to Supporter for the refund.

13.2 Donation Refunds. Supporters may request the refund of a Monetary Contribution made through the Service until 4:00 pm Pacific Time on the same day the Monetary Contribution is made (**“Deadline”**). If User’s Monetary Contribution is refunded prior to the Deadline, then Recipient Organization will not be charged Fees on that Monetary Contribution. Once the Deadline is reached, the Monetary Contribution becomes a processed payment to the Recipient Organization, the payment is deemed settled, and no refund is available through the Service. Any request for refund shall be made directly to the Recipient Organization by the User requesting a refund.

13.3 Chargebacks. If a chargeback is successful on a processed payment (**“Chargeback Amount”**) that is outside of any applicable refund period, then Recipient Organization agrees to immediately pay Givsum the Chargeback Amount, minus Fees, plus any chargeback fee.

14. THIRD-PARTY WEBSITES. The third-party websites linked to or from the Service are not controlled by Givsum. Accordingly, Givsum makes no warranties or conditions regarding such third-party websites and will not

be liable for any loss or damage caused by your use or reliance on such websites. Your use of third-party websites is at your own risk. The inclusion on the site or other service of a link to a third-party website does not imply an endorsement by Givsum. When you access any of these third-party websites, your rights and obligations will be governed by the agreements and policies relating to the use of those websites.

15. **TERMINATION.** In its sole and absolute discretion, with or without notice to you, Givsum may suspend or terminate your use of and access to the Service, terminate your account and/or remove and discard anything transmitted by you, or information stored, sent, or received via the Service without prior notice and for any reason, including, but not limited to: (1) concurrent access of the Service with identical user identification, (2) permitting another person or entity to use your user identification to access the Service, (3) any unauthorized access or use of the Service, (4) any violation of this Agreement, (5) tampering with or alteration of any of the software and/or data files contained in, or accessed through, the Service, or (6) for any other reason or for no reason. You may terminate your account for any reason by deleting your account. Givsum shall not be liable to you or any third-party for any claims or damages arising out of any termination or suspension of your account. Termination, suspension, or cancellation of your account shall not affect any right or relief to which Givsum may be entitled, at law or in equity, and all rights granted to you will automatically terminate and immediately revert to Givsum.

16. **DISCLAIMER OF WARRANTIES.** While Givsum uses reasonable efforts to include up to date information on the Service, Givsum makes no warranties or representations as to its accuracy, timeliness, reliability, completeness or otherwise. Givsum provides the Service on an “AS IS” and “AS AVAILABLE” basis. Givsum disclaims all warranties and conditions, statutory or otherwise, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Without limiting the foregoing, Givsum does not warrant that the Service will (1) be uninterrupted; (2) be free from inaccuracies, errors, viruses or other harmful components; (3) meet your requirements; or (4) operate in the configuration or with the hardware or software you use. We will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Service, or the entire Service. Your use of the Service is solely at your own risk.

17. **EXCLUSION OF DAMAGES.** Givsum will not be liable to you or any third-party for any direct, indirect, punitive, incidental, special, consequential damages (including damages relating to lost profits, lost data, or loss of goodwill) or any damages whatsoever that result from your use of or inability to use the Service. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other legal theory, and even if Givsum has been advised of the possibility of such damage. This waiver applies, without limitation, to any damages or injury arising from any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, file corruption, communication-line failure, network or system outage, or theft, destruction, unauthorized access to, alteration of, or use of any record. You specifically acknowledge and agree that Givsum shall not be liable for any defamatory, offensive, or illegal conduct of any User on the Service. Without limiting the foregoing, Givsum will not be liable for any loss or damage arising out of (1) your failure to comply with any aspect of this Agreement or (2) content posted to the Service by you or any third-party.

18. **LIMITATION OF LIABILITY.** Under no circumstance will Givsum’s total liability, arising out of this Agreement and your use of the Service, based on any legal theory, exceed the amount you have paid Givsum in Fees over the last 6 months or one hundred U.S. dollars (\$100.00), whichever is less.

19. **APPLICABILITY OF DISCLAIMERS, EXCLUSIONS AND LIMITS.** Because some jurisdictions do not allow for the exclusion of damages, Givsum’s liability in such jurisdictions shall be limited to the greatest extent permitted by the law of such jurisdiction. In addition, because some jurisdictions do not permit the disclaimer of certain warranties, the disclaimers set forth above may not apply to you.

20. **RELEASE.** You hereby release us, our successors and assigns, our affiliates, and each of the foregoing’s respective directors, officers, employees, contractors, and agents (collectively, the “**Releasees**”) from any and all liability, costs, expenses, losses, damages (including damage to property or personal injury or death), and claims, whether known or unknown, which may arise from (1) your use or inability to use the Service or any components



thereof; and (2) from any acts or omissions of third-parties you interact with through the Service (collectively the **“Released Claims”**).

In furtherance of the foregoing, and only with respect to the Released Claims, you waive your rights under California Civil Code Section 1542 which states: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

21. INDEMNIFICATION. You hereby agree to defend, indemnify and hold Givsum, and all its members, directors, officers, agents, employees, information providers, affiliates, licensors and licensees, from and against any damage, loss, cost or expense (including without limitation, legal fees and costs) incurred in connection with any third-party claim, demand, proceeding or action (**“Claim”**) brought against Givsum arising out of your use of the Service or any alleged breach by you of any provision of this Agreement, or the infringement by you, or any other User or user of your account, of any intellectual property or other right of any person or entity. If you are obligated to indemnify Givsum, Givsum may, in its sole and absolute discretion, control the defense and disposition (including its possible settlement) of any Claim at your sole cost and expense. Without limitation of the foregoing, You will not settle, compromise or in any other manner dispose of any Claim without the written consent of Givsum.

22. NOTICE. Our address is 1954 Placentia Ave., Suite 208, Costa Mesa, California 92627.

23. DISPUTES. Except for any disputes relating to Givsum's intellectual property, you agree that all other disputes between you and Givsum with regard to your relationship with Givsum, including without limitation, disputes related to this Agreement, your use of the Service, and/or rights of privacy and/or publicity, will be resolved by binding arbitration under the American Arbitration Association's rules for arbitration of consumer-related disputes and you and Givsum hereby expressly waive trial by jury. You may bring claims only on your own behalf. Neither you nor Givsum will participate in a class action or class-wide arbitration for any claims covered by this Agreement. You also agree not to participate in claims brought in a private attorney general or representative capacity or consolidated claims involving another person's account, if Givsum is a party to the proceeding. This arbitration provision will be governed by the Federal Arbitration Act. In the event the American Arbitration Association is unwilling or unable to set a hearing date within 182 days of filing the case, then either you or Givsum can elect to have the arbitration administered instead by the Judicial Arbitration and Mediation Services. Notwithstanding any applicable provision of law, the arbitrator will not have the authority to award damages, remedies, or awards that conflict with this Agreement. This arbitration provision will survive the termination of your relationship with Givsum.

24. GENERAL. (1) For any action at law or in equity RELATING TO THE ARBITRATION PROVISION of this Agreement, you agree to resolve any disputes you have with Givsum exclusively in a state or federal court located in Orange County, California, and to submit to the personal jurisdiction of the courts located in Orange County, California, for the purpose of litigating all such disputes. Should the arbitration provision of this Agreement be held unenforceable, then YOU HEREBY AGREE AND CONSENT THAT THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS AND THAT THE SOLE AND EXCLUSIVE JURISDICTION FOR ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE AN APPROPRIATE STATE OR FEDERAL COURT LOCATED IN ORANGE COUNTY, CALIFORNIA. (2) This Agreement constitutes the entire agreement between you and Givsum with respect to your use of and access to the Service. This Agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Givsum with respect to the Service. (3) If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable during arbitration or by a court of competent jurisdiction, then that provision shall be enforced to the maximum extent permissible so as to give legal effect to the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect. (4) Use of the Service is unauthorized in any jurisdiction that does not give effect to all of the terms and conditions of this Agreement. Any cause of action You may have with respect this Agreement or your use or access of the Service must be commenced within 1 year after the claim or cause of action arises. A

printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement or the Service to the same extent and subject to the same conditions as other business documents and records generated and maintained in printed form by Givsum.

(5) The failure of Givsum to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor bar Givsum's right to enforce the provision. We shall have no liability whatsoever for delays or interruptions in delivery or accessibility of the Service, interruptions of service, or other breach of this Agreement due to Acts of God, war, civil disobedience, terrorism, acts or omissions of communications carriers, utility companies, or other causes beyond our reasonable control. (6) If a dispute arises out of this Agreement or your use of the Service that we cannot resolve privately, then the prevailing party will be entitled to recover all costs and expenses (including reasonable attorney's fees) incurred. (7) The section headings contained in this Agreement are for convenient reference only and shall not in any way affect the meaning or interpretation of this Agreement. (8) No provision of this Agreement shall be construed against any party merely because that party or counsel drafted or revised the provision in question. All parties have been advised and have had an opportunity to consult with legal counsel of their choosing regarding the force and effect of the terms set forth herein. This agreement shall be deemed jointly prepared by the parties and therefore any ambiguity or uncertainty shall be interpreted accordingly. (9) You have neither the right nor the power to assign your rights or obligations under this Agreement. Any purported assignment of your rights or obligations under this Agreement is void. (10) **CALIFORNIA RESIDENTS:** Pursuant to California Civil Code Section 1789.3, California residents are also entitled to the following specific consumer rights notice:

Complaints regarding the Service or requests to receive further information regarding the Service may be sent to us at 1954 Placentia Ave., Suite 208, Costa Mesa, California 92627 or at [hello@givsum.com](mailto:hello@givsum.com). The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Boulevard, Suite N112, Sacramento, California 95834 or by telephone at (916) 445-1245 or (800) 952-5210. Hearing impaired persons may call TDD (800) 326-2297 or TDD (916) 928-1227, see [www.dca.ca.gov](http://www.dca.ca.gov) for additional information.