



Donor Terms and Conditions

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1. THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

BY PLACING A DONATION DURING YOUR CHECKOUT USING THE GIVEWORX SERVICE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU AFFIRM THAT IF YOU DONATE ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS AND CONDITIONS.

These terms and conditions (these “**Terms**”) apply to your monetary gifts or donations (each a “**Donation**”) made using the online transaction checkout donation service (the “**Service**”) offered by GiveWorx LLC (“**GiveWorx**”). GiveWorx may provide the Service through a website, widget, popup window, or other web interface (each a “**Donation Window**”). The Donation Window may be presented in relation to your retail transaction with a third-party merchant or service provider (a “**Merchant**”). These Terms are subject to change by GiveWorx (referred to as “**us**”, “**we**”, or “**our**” as the context may require) without prior written notice at any time, in our sole discretion. Any changes to the Terms will be in effect as of the Last Updated date referenced above. You should review these Terms prior to donating through the Service. Your continued use of the Service after the Last Updated date will constitute your acceptance of and agreement to such changes.

You should also carefully review our Privacy Policy before donating through the Service (see Section 5).

2. Donations. As part of your Donation you will be required to provide GiveWorx information regarding your credit card or other payment instrument (“**Payment Instrument**”). You represent and warrant to GiveWorx that such information is true and that you are authorized to use the applicable Payment Instrument. You authorize GiveWorx to charge the Payment Instrument the amounts reflected in the Donation Window. GiveWorx may use third-party payment processing partners to bill you through your Payment Instrument for any Donations made, and you acknowledge that by contributing a Donation you agree to the processing, use, transfer or disclosure of data by our payment



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processors pursuant to any and all applicable terms set forth by our payment partners in addition to these Terms.

Upon a successful payment via the Payment Instrument and completion of your Donation, you acknowledge that GiveWorx will retain a “**Platform Fee**” of 10%. The Platform Fee is automatically deducted from your Donation, and the remainder of your Donation minus the Platform Fee is then provided to the recipient indicated in the Donation Window (the “**Recipient**”).

3. GiveWorx Warranty and Disclaimers. You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Service will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Service for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SERVICE LINKED TO IT.

YOUR USE OF THE SERVICE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED IN RELATION TO THE SERVICE IS AT YOUR OWN RISK. THE SERVICE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER GIVEWORX, LLC NOR ANY PERSON ASSOCIATED WITH GIVEWORX, LLC MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICE. WITHOUT LIMITING THE FOREGOING, NEITHER GIVEWORX, LLC NOR ANYONE ASSOCIATED WITH GIVEWORX, LLC REPRESENTS OR WARRANTS THAT THE SERVICE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SERVICE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.



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TO THE FULLEST EXTENT PROVIDED BY LAW, GIVEWORX HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. WE DO NOT MANUFACTURE, OWN, OR CONTROL ANY OF THE PRODUCTS OR SERVICES OFFERED BY THE MERCHANT. ACCORDINGLY, WE DO NOT PROVIDE ANY WARRANTIES WITH RESPECT TO THOSE PRODUCTS OR SERVICES OFFERED BY THE MERCHANT.

4. Limitation of Liability. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL GIVEWORX, LLC., ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICE, ANY SERVICES LINKED TO IT, ANY CONTENT ON THE SERVICE OR SUCH OTHER SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR YOUR DONATION THROUGH OUR SERVICE.

The limitation of liability set forth above shall only apply to the extent permitted by law.

5. Privacy. We respect your privacy and are committed to protecting it. Our *Privacy Policy* governs the processing of all personal data collected from you in connection with your use of the Services.

6. Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national



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emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

7. Governing Law and Jurisdiction. The Service is operated from the US. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

8. Dispute Resolution and Binding Arbitration.

(a) YOU AND GIVEWORX ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR DONATION OR USE OF OUR SERVICES THROUGH THE SERVICE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

(b) The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by this Section 8. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable, or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and



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binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction.

We will be responsible for paying any individual consumer's arbitration fees. If you prevail on any claim that affords the prevailing party attorneys' fees, the arbitrator may award reasonable fees to you under the standards for fee shifting provided by law.

(c) You may elect to pursue your claim in small-claims court rather than arbitration if you provide us with written notice of your intention to do so within 60 days of your Donation. The arbitration or small-claims court proceeding will be limited solely to your individual dispute or controversy.

(d) You agree to an arbitration on an individual basis. In any dispute, **NEITHER YOU NOR GIVEWORX WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

9. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 9 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

10. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of GiveWorx.

11. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

12. Notices.



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(a) To You. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to the Service. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

(b) To Us. To give us notice under these Terms, you must contact us by email to info@giveworx.com We may update the email or address for notices to us by posting a notice on the Service.

13. Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

14. Entire Agreement. These Terms and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.

