

Donor-Advised Fund Terms of Use (United States)

We are pleased that you have chosen to review these terms, which are incorporated by reference into the Site and govern its operations. In order to use the Site or participate in your company's Giving Programs through the Site, you must agree to the terms of use set out below (the "Terms", "Terms of Use" or "Agreement"). Your use of the Site constitutes your agreement to these Terms. If you disagree with any of these Terms, you should not access or utilize any of the charitable giving functionality presented in the Site.

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Introduction

Welcome to your company's workplace giving web site (the "Workplace Giving Site" or the "Site"). The Site is operated by Benevity, Inc. ("Benevity"), a donation processing technology company that licenses employee giving software and application programming interfaces respecting micro-donation functionality (called the "Benevity Platform") to corporate employers and other participating businesses, such as your company (the "Employer", and sometimes collectively referred to herein together with Benevity as "We", "Us" and/or "Our"). Your Employer has established one or more donation or volunteering programs accessible within the Site to facilitate the donation of amounts that are credited to or acquired by you through your participation in such programs (called "Giving Programs") established by your Employer or Employer-approved third parties ("Matching Partners") to a list of charities available on the Site (called the "Eligible Charities Database") that comply with your Employer's and/or the applicable Matching Partner's eligibility guidelines (called "Eligible Charities"). This document includes reference to and incorporates your Employer's and/or applicable Matching Partner's current eligibility guidelines and terms for its Giving Programs (as may be amended or modified by your Employer or applicable Matching Partner(s), in their sole discretion, from time to time, "Program Guidelines"), as well as certain provisions relating to the use and operation of the Site. The Programs Guidelines are available through your Employer and, as part of these Terms, you will be asked to confirm that you have read and understand them.

These Terms of Use set out certain terms and conditions applicable to users of the Benevity Platform and participation in Giving Programs utilizing its functionality, and supersede all previously published terms and conditions or agreements relating to use of the Benevity Platform and participation in Giving Programs utilizing its functionality. These Terms may be amended at any time by your Employer, in its sole discretion, with notice of such amendments provided to you by posting the amended version to the Site.

As an authorized user of the Site, you will be offered the opportunity to participate in the Giving Programs of your Employer and/or applicable Matching Partners and make contributions of time and/or money to an Eligible Charity and/or request a match for a donation made directly to an Eligible Charity (subject to the conditions and requirements of any applicable Giving Programs). If you use the Site to make a contribution of money to an Eligible Charity, that contribution will be received initially by a third party entity called a Donor Advised Fund, which is managed by the American Online Giving Foundation, Inc., d/b/a Benevity Community Impact Fund (the "Foundation"). The Foundation is an IRS-recognized, tax exempt, public charity described in Internal Revenue Code (the "Tax Act") §501(c)(3) and described in IRC §170(b)(1)(A)(vi), serving a national constituency, whose primary activity is donor advised fund administration. A Donor Advised Fund structure is used to enable a broad charity choice, real time transaction processing and to reduce the amount of manual processing incurred by recipient charities.

The Foundation furthers its charitable purposes by accepting (through the Benevity Platform) contributions of money from you and your Employer and/or applicable Matching Partner, collectively called donors, issuing any applicable tax receipts to the donors through the Benevity Platform and the Site, and distributing that contribution (along with all other donations made via the Benevity Platform in that month) to the Eligible Charities on a monthly basis.

For assistance with the use of the Site, you should consult the User Guide located under the "Help" section of

the Site, as well as the FAQ's.

Please read the following carefully.

1. Eligibility for Giving Programs

1.1 You acknowledge that you have read, understand and agree with the Program Guidelines which are available through your Employer.

2. Your Profile and Account Responsibilities

2.1 If you have been provided with login credentials by the Employer and you agree to these Terms, you may use the Site. If you disagree with any of these Terms, you are not entitled to access or utilize any of the Benevity Platform's charitable giving functionality presented in the Site.

2.2 You agree that all information you submit to the Site profile pages is accurate and that you will keep it current. If We have grounds to suspect that your profile information is untrue, inaccurate or incomplete, We have the right to suspend or terminate your Site account. It is your responsibility to maintain the confidentiality of your Site password, and you are responsible for and We are authorized to effect any activities that occur in your Site account. You agree that We may send you important information and notices regarding the Site and your account by email, text messaging or other means based on the information you provide to Us. Each individual person is limited to one account on the Site.

2.3 You are responsible for all activities that occur in your Site account. You shall treat other Site users with courtesy and respect. You shall not:

Impersonate any other person or allow any other person to impersonate you or utilize your account on the Site; Falsely say or imply that you are associated with another person or entity; Submit content in exchange for payment or other consideration from another person or entity; Collect information about other Site users without their consent; or Submit or link to any content that: (i) infringes or violates the intellectual property or other rights of any person or entity; (ii) intentionally interferes with the operation of the Site or any Giving Program; (iii) violates anyone's privacy or publicity rights; (iv) breaches any duty of confidentiality that you owe to anyone; (v) provides any non-public information about Benevity, your Employer, any Matching Partner or the Foundation or any other company or person without authorization; (vi) is, in Our judgment, harassing, defamatory, abusive, lewd, pornographic, obscene or otherwise objectionable; (vii) contains or installs any viruses, worms, bugs, Trojan horses, malware or other code, files or programs designed or having the capability to disrupt, damage or limit the functionality of any software or hardware; or (viii) contains false or deceptive language, unsubstantiated or comparative claims regarding Benevity's or others' products, advertising, commercial referrals, spam, chain letters, or any other solicitation, including solicitation of lawsuits. We reserve the right, in our sole discretion and without notice to you, to remove any content submitted or posted by you to Site pages.

3. Participation and Acceptance

3.1 Your acceptance of the Program Guidelines and these Terms of Use constitute your acknowledgment that you have read, understood and agreed with both the Program Guidelines and these Terms of Use. These Terms may be changed from time to time by your Employer, in its sole discretion, with notice of such changes provided to you by posting the amended version of the Terms to the Site. Furthermore, registration as a donor or activation of your profile on the Site or participation in any Giving Program or any other use of the Benevity Platform constitutes acceptance of these Terms and the Program Guidelines or any amendments made to the Terms and/or Program Guidelines, which may be made from time to time.

3.2 Eligibility for and participation in a Giving Program are determined by the Employer or respective Matching Partner(s), as applicable, and set forth in this Agreement, any relevant Program Guidelines and any other policy or documentation respecting the Site (collectively, “Site Documents”).

3.3 You acknowledge that only individuals who are donors may be entitled to participate in certain Giving Programs. You are advised to review each applicable Program Guidelines to determine the terms and conditions of such program, including your eligibility to participate in such program and the types of charities that will or will not constitute Eligible Charities. You acknowledge and agree that, to the fullest extent permitted by law, Benevity, the Foundation, the Employer, any applicable Matching Partner(s) and their respective directors, officers, members, managers, managing members, agents, employees, affiliates, successors and assigns will not have any liability or responsibility to you in connection with any Giving Program, and you release and forever discharge them from all claims in connection with such matters.

4. Types of Donations

4.1 There are several types of donation transactions available through the Benevity Platform, depending upon the nature and mechanics of the relevant Giving Program in the Site. These transactions may include a Direct Gift (donation made by you of your funds), a Donor Advice Gift (where you are given the right to provide Donor Advice, as defined below, regarding a donation amount, such as with a charitable gift card, “Dollars for Doers” or similar awards) or a Matching Gift (donations where certain donations made from your funds are matched by Employer or a Matching Partner).

4.2 Your Employer will determine, in its sole discretion, whether the allocation of donation amounts result in a Direct Gift, Donor Advice Gift and/or Matching Gift.

4.3 The following applies to the different types of gifts described in section 4.1 above:

(a) Direct Gifts: In the case of a Direct Gift (such as a donation from your own funds as a payroll deduction or credit card payment), it is intended that the donation and any tax receipt be for your credit. Upon the donation amount being allocated to you within the Benevity Platform and the corresponding funds being transferred to the Foundation, the donation will normally represent a tax deductible gift by you to the Foundation through the Benevity Platform, subject to the laws and regulations of the jurisdiction where the donor is subject to taxation, the Foundation’s receipt and

approval of the Donor Advice and to the Default Rules (each as defined below).

(b) Donor Advice Gifts: In the case of a Donor Advice Gift (such as a charitable gift card, “Dollars for Doers”, similar awards or some Matching Gifts), it is intended that the recipient of the gift receive only the right to provide “Donor Advice” (meaning, the right to choose and recommend the recipient Eligible Charity of a donation amount in accordance with relevant Program Guidelines) with respect to the gift. The donation amount will normally represent a tax deductible donation by the original donor to the Foundation, subject to the Foundation’s receipt and approval of the Donor Advice to be provided by the individual recipient and to the Default Rules. Donor Advice Gifts are subject to any applicable Program Guidelines and are at the complete discretion of the original donor, as applicable, and to the extent the Employer or a Matching Partner is the original donor, the Site may not reflect real-time availability of remaining budget(s) with respect to any Donor Advice Gifts.

(c) Matching Gifts: The Benevity Platform also enables your Employer and Matching Partners to “match” donations or other contributions made by users via the Site and/or directly to recipient organizations on terms determined by them and as described in the Program Guidelines. A matching component from your Employer or Matching Partner does not normally result in you directly acquiring credit for such Matching Gift as described above with respect to Direct Gifts. Rather, Matching Gifts result in your Employer or Matching Partner making a donation to the Foundation for which, upon the corresponding funds being transferred to the Foundation, a tax receipt will normally be available in the name of your Employer or a Matching Partner, subject to the Foundation’s approval of the Donor Advice and to the Default Rules (and subject to any applicable Program Guidelines). Matching Gifts are subject to any applicable Program Guidelines and are at the complete discretion of the Employer or other Matching Partner, and the Site may not reflect real-time availability of remaining budget(s) with respect to any Matching Gifts.

4.4 Neither donation amounts allocated to accounts within the Benevity Platform nor any funds on account thereof are transferable without the Employer’s express consent.

5. Donation Mechanics and Fees

5.1 Donation amounts earned by or purchased by or gifted to you through your participation in Giving Programs will be posted via the Benevity Platform to a notional account on the Site (a “Giving Account”) within a commercially reasonable period of time following confirmation that you have earned, purchased or are otherwise entitled to the allocated donation amount as per the terms of such Giving Program and applicable Program Guidelines. The Giving Account will record the donation currency to which you are entitled through participation in Giving Programs and subject to the Program Guidelines, any adjustments to such amount, and, upon receipt by the Foundation of the corresponding funds, the amount donated by you or any other relevant party pursuant to the terms and conditions of these Terms and the applicable Program Guidelines.

5.2 You acknowledge that Benevity relies on information provided by your Employer or Matching Partners with respect to the donation being made and certain matters relating to the presentation and execution of the Giving Program within the Site relating to certain Donor Advice Gifts and Matching Gifts, and you release and forever discharge Benevity with respect to all claims relating to such matters.

5.3 In delivering certain aspects of the Giving Programs and the Site, your Employer utilizes both the Benevity Platform and the services of Benevity and the Foundation. Depending upon the nature of the Site, it may also utilize the services of other foundations to effect similar results for users in other countries.

5.4 By using the Site and participating in the Giving Program(s) of your Employer and any applicable Matching Partner(s), you agree to allow your Employer to make payroll deductions as directed and/or otherwise approved by you through use of the Site, and to act as your agent in making gifts on your behalf of all funds held by it (such as payroll deduction amounts) in respect of donation amounts credited to or acquired or allocated by you, subject to adjustments permitted under these Terms.

5.5 You acknowledge, understand and agree that your Employer will receive notifications from Benevity of any payroll deductions that you have authorized to be made through use of the Site, and subject to there being sufficient funds for such payroll deductions (and such payroll deductions not otherwise being prohibited by law), your Employer will deduct from your paycheck such donation amounts approved by you through use of the Site. Further, you acknowledge, understand and agree that your Employer must receive notification from Benevity of a payroll deduction to be made by no later than 9:00 a.m. (ET) on such date that is five (5) business days prior to an applicable regular pay date, in order to make a payroll deduction with respect to your paycheck on such given pay date (it being understood that Benevity does not guarantee to you that it will be able to provide such notification to your Employer within a certain timeframe following your authorization of a payroll deduction). If such advance notification of a payroll deduction is not provided prior to a given pay date, such payroll deduction will be made with respect to your paycheck on the immediately following regular pay date (provided there are sufficient funds for such payroll deductions and such payroll deductions are not otherwise prohibited by law).

5.6 Donation amounts will be received by the Foundation, or in the case of payroll deductions, by your Employer as agent to be transferred to the Foundation, and thereafter once received by the Foundation or deemed received by the Foundation will normally be considered a tax deductible donation made to the Foundation. All such donations, will be subject to a “donor advised fund arrangement” and will be subject to a fee of up to 2.9% (the “Management Fee”) payable to the Foundation which is deducted from the amounts disbursed by the Foundation to the Eligible Charities. In the event your right to donation currency is acquired through donations made by credit or other payment card using the merchant account (or equivalent) facilities made available through the Site, the amount of the donation may be reduced by such merchant account charges. Such merchant account charges (“Merchant Fees”) may be reimbursed by the Foundation, in which case such amounts will be deducted from amounts distributed to Eligible Charities in a manner similar to the Management Fee.

5.7 For clarity, the donation amount that will be tax deductible to you, where available, is the amount that you intend to donate to the Eligible Charity before any deductions of any applicable Merchant Fees or Management Fees are applied.

5.8 You can cancel, change or adjust your selection of and allocation to Eligible Charities at any time in your “Personal Dashboard” on the Site. Notwithstanding the foregoing, any such cancellation, change or adjustment will only affect donations made after the date of such cancellation, change or adjustment and will not affect current or scheduled recurring payroll-based or credit card donations unless made prior to the close of any relevant payroll deduction or processing period as specified on the Site or otherwise applicable to your

Employer. Your Personal Dashboard will also show the donations made by you or on your behalf to the Foundation. Pursuant to the laws applicable to a “donor advised fund arrangement”: (i) you agree that the Foundation, as the recipient of the donation, will consider your advice in determining which Eligible Charities will receive the donation of the Foundation; and (ii) you acknowledge that you have no legal power to compel the Foundation, as recipient of the donation, or your Employer, as agent of the Foundation, to donate in accordance with such advice.

5.9 Before any donation is formally effected such that a valid tax receipt is available, the Foundation must be in receipt of funds from or via Employer or the applicable merchant account provider representing all donation currency allocated to a user. Once such amounts have been donated or deemed donated pursuant to the relevant Giving Program, Program Guidelines and these Terms (and any other applicable agreements between Benevity, your Employer and/or the Foundation), the funds are beneficially owned by the Foundation and a donation is effectively made on your behalf, subject to receipt of Donor Advice and to the approval of such Donor Advice by the Foundation in its discretion. All donation transactions made through the Site are non-refundable.

5.10 You may not be aware, but less than 5% of the \$350 Billion that goes to charities in North America each year is paid electronically. Benevity and your Employer are committed to reducing the amount of this manual processing, so that more funds can be applied to the social issues they are intended to impact. Through the Benevity Platform, Eligible Charities may receive donation funds by Electronic Funds Transfer (EFT), Automatic Clearing House (ACH), PayPal or check. All donations to each Eligible Charity are aggregated across all donors from all Benevity clients and a single payment is made monthly to each organization. Eligible Charities can provide banking information through the Funds Transfer Form on the secure Benevity Causes Portal (<https://causes.benevity.org>) to allow for monthly EFT, ACH or PayPal transfers. Absent a Funds Transfer Form, distributions will be by manual check until a valid Funds Transfer Form is submitted. Where distributions continue to be made to an Eligible Charity by other than EFT/ACH or PayPal, Eligible Charities agree to pay a manual processing fee for administration and overhead costs associated with the check preparation, issuing, mailing, etc., in the amount of up to the higher of: (i) U.S.\$25 per check; and (ii) 7.0% of the amount of the manual check to a maximum of \$100 (the “Manual Check Fees”). Notwithstanding the foregoing, the current policy is that Eligible Charities may receive up to three (3) manual checks before the Manual Check Fees will be applied to future distributions, in order to provide adequate time for newly onboarded charities to supply the required information and Funds Transfer Form to Benevity. This is a single Manual Check Fee on all aggregated donations across all of Benevity’s clients, not a separate fee for each donation, and does not reduce the taxable amount of any donation.

6. Tax and Tax Receipts

6.1 You should consult your own tax and legal advisors respecting the actual tax or other impact of donations made by you through the Site. Notwithstanding anything contained in these Terms, in no event will Benevity, your Employer, any Matching Partner or the Foundation be liable to you for any damages, direct or indirect and including without limitation any tax, interest, fines, damages, penalties or other levies imposed by any taxing, governmental or other regulatory authority arising from or in connection with any Giving Program or the use of the Benevity Platform or use of the Site.

6.2 If you are a United States taxpayer and in compliance with these Terms and all other Site Documents, you

will normally receive a tax receipt (PDF file accessible at the Site or by email) with respect to applicable gifts made by or on your behalf to the Foundation during a calendar year as soon as practicable and in any event within sixty (60) days after the end of that year (alternatively, depending upon the configuration of the Site by your Employer, certain of your gifts may be reflected on your employee payroll record). Notwithstanding anything to the contrary herein, the relevant date of the tax receipt will be the Donation Date in the tax year in which the amounts were donated to the Foundation in accordance with these Terms. Please note that if you do not provide the required information for tax receipt issuance on or prior to December 31 in any calendar year in which donation amounts have been allocated to you, you may not be entitled to a receipt for donations made in that year (see the Default Rules in Article 8 below). For the purposes of these Terms, the “Donation Date” shall mean the later of (a) or (b) below, where:

- (a) is the earlier of: (i) in the case of a Direct Gift or a Donor Advice Gift made by you, the date upon which you have provided instructions through the functionality of the Site to make the donation; and (ii) in any case where any of the Default Rules apply, the date on which the donation is deemed effected by such Default Rule; or
- (b) is the date on which the Foundation is in receipt or deemed in receipt of unrestricted funds in an amount equaling the allocated donation amounts.

6.3 Notwithstanding anything contained in this Agreement, any Program Guidelines or the issuance of any tax receipts in your name by or on behalf of the Foundation, in no event shall Benevity, your Employer, any Matching Partner or the Foundation be liable to you for any direct or indirect damages, including without limitation any tax, interest, fines, damages, penalties or other levies imposed by any taxing, governmental or other regulatory authority arising from or in connection with any Giving Program or the use of the Benevity Platform, whether through the Site or otherwise. If you are not a United States taxpayer, any donations you make through the Site may not be tax deductible in the jurisdiction in which you are a taxpayer. You must consult your own tax and legal advisors respecting the actual tax or other impact of donations made by you through the Site.

7. Employer as Your Agent

7.1 By accepting these Terms, you have irrevocably appointed your Employer as your agent to receive funds from you on account of donations you make through participation in Giving Programs and agree that:

- (a) until the Donation Date, these funds will be held by your Employer or by the Foundation on behalf of your Employer for your benefit;
- (b) these funds may be commingled with funds received as agent or trustee for other users on account of donation amounts earned or provided by such users;
- (c) your Employer or its designee, as agent, has all the powers of a natural person with respect to these funds, including without limitation, all those necessary to deal with and transfer or gift these funds pursuant to the Terms and any Program Guidelines;
- (d) your Employer or the Foundation can deduct fees from the donation as required;
- (e) neither your Employer nor the Foundation has any responsibility or duty to invest any funds that it holds relating to any Giving Program, provided however that if interest is earned on these funds, the Foundation may apply such accrued interest as it thinks fit;
- (f) in performing its obligations and duties hereunder, your Employer will exercise the care, diligence

and skill that a person of ordinary prudence would exercise in dealing with the property of another person;

(g) your Employer will have no liability or responsibility as agent until unrestricted funds are received on account of donation currency purchased by you;

(h) your Employer may retain the services of the Foundation, Benevity or others to perform any of its obligations under the Terms, including its obligations as agent hereunder;

(i) your Employer will be released from its obligations as agent upon the donation or deemed donation of these funds to or for the benefit of the Foundation;

(j) upon any suspension, disqualification or termination of these Terms, any Program Guidelines or your privileges to use the Site, your Employer will continue to be your agent under the Terms until such time as there are no longer any funds held by or on behalf of your Employer for your benefit on account of donation currency, subject to the Default Rules;

(k) your Employer is authorized to make any and all payroll deductions as directed and/or otherwise approved by you through use of the Site;

(l) your Employer and any applicable Matching Partner has the right to amend the terms of any Giving Program and any Program Guidelines as each may determine in its sole discretion, with or without notice to you, and each reserves final discretion on qualification for Matching Gifts and Donor Advice Gifts, as applicable; and

(n) your Employer has the right to amend these Terms and the terms of this agency as it may determine in its sole discretion, with or without notice to you, provided that no amendment may change the beneficial ownership of any of the funds which it holds on your behalf as agent without your consent.

7.2 Your Employer accepts its appointment as agent pursuant to these Terms.

8. Default Rules

8.1 It is intended that there be no “breakage” within the Benevity Platform, such that all donation currency ends up generating donation funds to an Eligible Charity. In certain circumstances identified below (collectively called the “Default Rules”), the results of intended actions within the Benevity Platform or the relevant Giving Program may be modified in the manner specified where a Default Rule is applicable.

8.2 In circumstances where: (i) Donor Advice is not provided within the time specified in the Site and in any event within 12 months following December 31 of the year in which the donation amounts were allocated to a user; (ii) an Eligible Charity requested as part of Donor Advice is **(a)** no longer registered and in good standing with the United States Internal Revenue Service or other relevant regulatory agency, or **(b)** is otherwise no longer in the Eligible Charity Database; or (iii) the Foundation, exercising its discretion under a “donor advised fund arrangement”, chooses to disagree with or ignore the Donor Advice, then the Foundation will make or request your Employer to make the determination of the Eligible Charity to which such donation will be made.

8.3 In circumstances where: (i) a tax receipt is not requested via the Benevity Platform or required information for tax receipt issuance provided by a donor on or prior to December 31 in any calendar year in which donation amounts have been allocated to such donor; or (ii) the Foundation determines that the donation is not properly receiptable by it under applicable law, the Foundation may issue the tax receipt to your Employer or other Matching Partner if applicable and no receipt will be issued or accessible to the donor.

8.4 In circumstances where: (i) the relevant donor has not provided sufficient funds equal to allocated donation amounts; or (ii) bankruptcy or other legal process affecting any donor compels the Foundation to return any funds held by it respecting donation amounts, no donation can be deemed effected and no receipt issued unless and until funds representing the allocated donation currency are unequivocally transferred to the Foundation.

9. Representations and Warranties

9.1 You represent and warrant to each of your Employer, Benevity, the Foundation and any Matching Partner that you are over the age of majority in the jurisdiction in which you reside and that this Agreement constitutes a binding and enforceable agreement against you, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity relating to enforceability.

9.2 Either Benevity or your Employer, in its sole discretion, may suspend your participation in any Giving Program for any reason with or without notice. Your Employer will contact you by email at the address provided in your user profile or other contact information on the Site to attempt to resolve the matter underlying the suspension. Upon disqualification due to lack of resolution, your account or access may be closed, you will no longer have any rights under these Terms and your Employer as your agent will be entitled to transfer any funds that it is holding for your benefit on account of donation currency to the Foundation and the Foundation will be entitled to utilize any such funds as it may determine in its sole discretion.

9.3 Your Employer, in its sole discretion, may terminate any Giving Program or any part of it for any reason on notice to you. You will have 60 days from the date of notice to provide Donor Advice respecting any donation currency in a Giving Account to your credit or to which you are entitled, following which such remaining funds will be dealt with by the Foundation in accordance with the Default Rules in section 8 above.

10. Privacy

10.1 The information provided by you at or in connection with the Site, as well as information about your transactions in connection with Giving Programs, is required to manage your utilization of the Site and your participation in the Giving Programs. You consent to and authorize each of your Employer, Benevity, Matching Partners and the Foundation, and their respective subsidiaries and affiliates and any other third parties with whom any of the foregoing contract in order to manage the Giving Programs, the Site and carry out these Terms, to share information about you and your participation in Giving Programs as necessary to effect, administer, enforce, service or fulfill these Terms, your participation in the Giving Programs and your utilization of the Site. Using the privacy settings within the Site, you may choose or change (by ticking the relevant check-boxes in your personal profile on the Site or at the time of making a donation) whether and to what extent information identifying you as a donor will be given to any Eligible Charity, except as may be permitted in accordance with these Terms and applicable law. The collection, use and disclosure of personal information about you by Employer will be in accordance with Employer's applicable Privacy Policy and any applicable law.

11. Arbitration

11.1 Any claim, dispute or controversy (whether in contract or tort, pursuant to any statute or regulation, or otherwise, and whether pre-existing, present or future) brought by you against Benevity or the Foundation arising out of or relating to: (a) these Terms; (b) the Benevity Platform and the Site; (c) oral or written statements, advertisements or promotions relating to these Terms or the Benevity Platform or the Site or any Giving Program; (d) the relationships that result from this Agreement (including relationships with third parties) (collectively, a "Claim"), will be referred to and determined by a sole arbitrator, to the exclusion of the courts. You agree to waive any right you may have to commence or participate in any class action against Benevity or the Foundation related to any Claim and, where applicable, you also agree to opt out of any class proceedings against Benevity or the Foundation. Arbitration of Claims will be conducted in such forum and pursuant to such rules as the parties to the arbitration agree upon, and failing agreement will be conducted by one arbitrator in Clermont County, Ohio, U.S.A. pursuant to the procedures and rules of the Cincinnati Bar Association Arbitration Services ("CBAAS") relating to commercial arbitration that are in effect on the date of the notice to arbitrate, which procedures and rules of the CBAAS may be found on the Cincinnati Bar Association's website under arbitration services.

12. Miscellaneous

12.1 You are solely responsible for any personal tax or other liability arising from participation in any Giving Program, whether by donation of money, attending any volunteering event, or otherwise. You are advised to consult with a personal tax advisor in order to determine any personal tax consequences. You agree to release your Employer, any Matching Partner(s), Benevity, the Foundation and their respective directors, officers, managers, members, managing members, agents, employees, contractors, affiliates, successors and assigns from any and all claims for direct or indirect damages, including without limitation any tax, interest, penalties or other amounts imposed by any taxing, governmental or other regulatory authority arising from or in connection with any Giving Program or the use of the Benevity Platform, whether through the Site or otherwise.

12.2 These Terms and its benefits are offered at the sole discretion of your Employer and Benevity. You understand and agree that either your Employer and/or Benevity may at any time, with or without notice to you, terminate their relationship or change these Terms in whole or in part.

12.3 Your Employer, Benevity, any Matching Partner(s) and the Foundation may rely on your acceptance of and agreement with these Terms. No person or entity other than you, your Employer, Benevity, the Foundation or Matching Partners is intended to be a beneficiary of, or may rely on, this Agreement unless expressly stated herein.

12.4 No delay or omission by the Employer or Benevity in exercising any right or remedy contained in this Agreement will operate as a waiver of any of such rights and remedies nor shall it be interpreted as such. Either or both of your Employer and Benevity may, in their sole discretion, deviate from the strict observance, performance or compliance by you of any terms and conditions of these Terms. Such deviations will not alter, affect or prejudice any of the Employer's or Benevity's other rights or remedies and will only be effective in the specific instance and for the specific purpose for which it was given and will be deemed not to be a waiver of any other of the Employer's or Benevity's rights or remedies as a result of any other breach of these Terms.

12.5 These Terms are governed by the laws applicable in the State of Ohio, and you agree to irrevocably submit to the exclusive jurisdiction of the federal and state courts serving Clermont County, Ohio, U.S.A. to the extent

of a claim not subject to arbitration, if any. Any interpretation, question or dispute regarding a Giving Program, Program Guidelines or these Terms will be resolved at the sole discretion of your Employer, applicable Matching Partner or Benevity, as the case may be.

12.6 In no event will the Employer's or any Matching Partner's liability with respect to a Giving Program, including liability for negligence or breach of contract, be greater than the value of donation currency in your favour that was directly contributed by you and not yet transferred to the Foundation at the time the dispute arose.

12.7 If any provision of these Terms is invalid or unenforceable, the invalidity or unenforceability of such provision will not affect the validity or enforceability of the remaining provisions of these Terms.

12.8 These Terms constitute the entire agreement between you, your Employer, Benevity and the Foundation regarding the matters addressed in these Terms and your utilization of the Benevity Platform in the Site, including without limitation your entitlement to be paid the funds held by or on behalf of your Employer or other Matching Partners for your benefit on account of donations.

12.8 You agree to hold your Employer, Benevity, any Matching Partner(s), the Foundation and their respective directors, officers, managers, members, managing members, agents, employees, affiliates, successors and assigns (collectively, the "Indemnitees") harmless from and against all liability, causes of action, tax liability, penalties, costs and claims, and will reimburse the Indemnitees' reasonable and actual expenses incurred in connection therewith (including legal fees and costs), arising from or related to your participation in any Giving Program including, but not limited to, any breach of these Terms or any fraud, misrepresentation or abuse committed by you in connection with your participation in any Giving Program or any other person using your account.

12.9 Benevity is not affiliated in any manner with any Matching Partners or Eligible Charities and is not agent, representative or employee of any of them (other than as agent of the Foundation for limited purposes) and no such party has the power to obligate or bind the other. These Terms, Giving Programs, and any other Site Documents are each independent of the others. Except as expressly set forth in these Terms and to the fullest extent permissible pursuant to applicable law, neither the Employer nor Benevity makes any representations or warranties, express, implied or statutory, to you in connection with the Benevity Platform, any Giving Program, any Matching Partner, or any Eligible Charity. You assume total responsibility and risk for your use of the Site and your reliance thereon. You consent to the formation of contractual relations through electronic communications. **If you have any questions regarding these Terms, your use of the Site or any other matter relating to the Giving Programs, please contact us at support@benevity.com**