

Givevia Participation Agreement

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Contents

1. Definitions	2
2. Description of the Program	4
3. Claimed Status.....	5
4. Program Policies.....	6
5. Responsibility for Your Site and Actions.....	7
6. Qualifying Purchases.	8
7. Donations	9
8. Public Communications During the Program	12
9. Term and Termination.....	14
10. Modification	15
11. Relationship of Parties.....	15
12. Limitation of Liability.....	15
13. Disclaimers.	16
14. Disputes.....	17
15. Confidentiality	18
16. Miscellaneous.....	19

This Givevia Participation Agreement (the “**Participation Agreement**”) contains the terms and conditions that govern your participation in the listing service for charitable organizations, which allows organizations to provide a variety of background, contact, and other charitable information to members of the public (the “**Program**”). The Program is offered by Reward Mark LLC (“**Company**”).

By creating an account on the Givevia Site or otherwise participating in or seeking to participate in the Program, you agree to these conditions. Please read the following conditions carefully.

1. **Definitions**

- 1.1 “**Charity Profile Pages**” means the unique webpages on the Givevia Site for different charitable organizations, each of which may include basic public information in addition to information from the charity itself, logos and identifying information, and reviews by the public.
- 1.2 “**Claimed Status**” or “**Claimed**” means that (i) an authorized representative of a charity listed on the Givevia Site or that is exempt from taxation by the Internal Revenue Service under Section 501(c)(3) of the U.S. Internal Revenue Service Code (“**U.S. IRS Code**”) has submitted all requested information listed in Section 3 of this Participation Agreement, (ii) we have deemed such information to be sufficient to achieve Claimed Status, (iii) the charity remains an Eligible Organization during the Term of this Agreement, and (iv) the charity supplies and maintains up-to-date, complete, and accurate information for our records, including but not limited to email addresses, charitable purpose, and other contact information.
- 1.3 “**Commission**” means a percentage of the purchase price for a Product that a Retail Partner provides to us because a Shopper initiated the Product’s shopping session on the Givevia Site.
- 1.4 “**Company Trademarks**” means Company or Company affiliates’ registered or unregistered trademarks, logos, and other Content that Company explicitly makes available to you from time to time in our sole discretion related to your participation in the Program, including as part of any content you obtain from us.
- 1.5 “**Content**” means Company Trademarks or logos, Links, and other content we may make available to you.
- 1.6 “**Directories**” means ranked lists of charities hosted on the Givevia Site, including unique lists grouping charities by charitable purpose and location.
- 1.7 “**Donation**” means a percentage of the Commission we receive for Qualifying Purchases that we donate to the Shopper’s selected Registered Organization.

- 1.8 **“Eligible Organizations”** means charitable organizations that:
- 1.8.1 are qualified by the Internal Revenue Service under Section 501(c)(3) of the U.S. IRS Code;
 - 1.8.2 are public charitable organizations and not private foundations under Section 509 of the U.S. IRS Code;
 - 1.8.3 are not supporting organizations, unless identified specifically as Type I, Type II, or functionally integrated Type III supporting organizations, under Section 509 of the U.S. IRS Code;
 - 1.8.4 are headquartered in the United States, which includes the 50 states and the District of Columbia;
 - 1.8.5 are in good standing in their state of incorporation and in the states where they are authorized to do business;
 - 1.8.6 do not engage in, support, encourage, or promote:
 - 1.8.6.1 intolerance, discrimination, or discriminatory practices based on race, sex, religion, nationality, disability, sexual orientation, or age;
 - 1.8.6.2 hate, terrorism, or violence;
 - 1.8.6.3 money laundering; or
 - 1.8.6.4 other illegal, deceptive, or misleading activities; and
 - 1.8.7 are otherwise not in violation of the terms of this Participation Agreement.
- 1.9 **“Givevia Site”** means the givevia.com and givevia.org websites accessed through a web browser. “Givevia” is a common law trademark of the Company.
- 1.10 **“Links”** means links to the Givevia Site.
- 1.11 **“Operational Documentation”** means the [Givevia FAQs for Nonprofit Organizations](#), [Givevia’s Terms of Service](#), [Givevia’s Privacy Policy](#), and other guidelines that appear on the Givevia Site.
- 1.12 **“Product”** means an item sold by a retailer through the Givevia Site and that is not defined as an exclusion or otherwise rejected by the retailer as eligible for Commission.
- 1.13 **“Qualifying Purchase”** means a purchase by a Shopper from a Retail Partner that (i)

was initiated on the Givevia Site from the list of Retail Partners, (ii) was completed in the same, uninterrupted shopping session initiated after clicking on the “SHOP NOW” button on the Givevia Site, and (iii) has an attributable Commission irreversibly paid to us from the Retail Partner, subject to the exclusions and conditions listed in Section 6 of this Participation Agreement.

- 1.14 “**Registered Organization**” means a charity with Claimed Status that elects to participate in the Shop-to-Give Program pursuant to Sections 3.4 and 6.
- 1.15 “**Retail Partner**” means an online retailer who has agreed to share Commissions with the Company from purchases by Shoppers who were directed to the Retail Partner from the Givevia Site.
- 1.16 “**Shop-to-Give Program**” means the opt-in opportunity within the Program in which Registered Organizations may obtain charitable donations from purchases by Shoppers made with Retail Partners.
- 1.17 “**Shopper**” or “**Givevia Shopper**” means a User who completes an online purchase that was initiated via the Givevia Site.
- 1.18 “**Site**” means your social media account or page, offline mailings sent by you, email correspondence sent by you, or your website.
- 1.19 “**Users**” means the individuals visiting or using the Givevia Site.
- 1.20 “**We,**” “**us,**” or “**our**” means the Company.
- 1.21 “**Work Product**” means the deliverables and all other writings, technology, graphics, documents, recordings, pictures, designs, discoveries, processes, techniques, methods, ideas, concepts, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice by, on behalf of, Company solely or jointly with Company or others in the course of this Participation Agreement, and all printed, physical, and electronic copies and other tangible embodiments of any of the foregoing.
- 1.22 “**You**” or “**your**” means the charitable organization participating or seeking to participate in the Program.
- 1.23 “**Your Marks**” means your registered and unregistered trademarks and logos that you make available to us for purposes related to your participation in the Program.

2. **Description of the Program.**

Through the Program, we will host Charity Profile Pages and Directories on the Givevia Site. Charities may provide additional information about their organization after it is Claimed and provide links to their respective Sites, beyond the publicly available

information supplied by GuideStar and the Internal Revenue Service. Third parties who work with charities that have Charity Profile Pages on the Givevia Site may be able to write reviews sharing their experiences and impressions.

If a charity with Claimed Status elects to opt-in to the Shop-to-Give Program, we will award Donations to such Registered Organizations when Shoppers select the Registered Organization before making Qualifying Purchases, as explained in Section 6 of this Participation Agreement, through the Givevia Site.

3. **Claimed Status**

3.1 **Claim Your Charity.** The Givevia Site contains public domain information about charities obtained from sources that include the IRS and GuideStar. To edit or add information to your Charity Profile Page, you must:

3.1.1 accept this Participation Agreement without modification,

3.1.2 accurately complete the Program application on the Givevia Site and provide all requested information, including contact information and an attestation that the individual completing the application is a representative of the charity;

3.1.3 execute a Fee Schedule, if the charity decides to participate in a sponsored tier; and

3.1.4 consent to us sending you notifications, approvals, and other communications relating to the Program and this Participation Agreement, if any, to the email address then-currently associated with your Program account. You will be deemed to have received all notifications, approvals, and other communications sent to that email address, even if the email address is no longer current.

3.2 **Review of Application to Claim Profile.** We may reject or suspend your claim in our sole discretion if you do not provide accurate or complete information or if you are otherwise not in compliance with this Participation Agreement. You shall ensure that all information you provide to us, including all information provided when applying to achieve Claimed Status or become a Registered Organization, remains at all times complete and accurate. You agree that if you fail to keep such information up-to-date, we may immediately and in our sole discretion revoke your Claimed Status or you may no longer receive any Donations under the Shop-to-Give Program. We may require any revoked Registered Organization to reapply to the Shop-to-Give Program before receiving Donations in the future.

3.3 **Non-Exclusivity.** The relationship between the parties is non-exclusive and we have the right to offer the Program to any other Eligible Organizations.

3.4 **Shop-to-Give Program.** As part of the Program, you may elect to participate in

the Shop-to-Give Program when claiming your profile. The Shop-to-Give Program disburses donations only to Registered Organizations who specifically elect to opt-in to the Shop-to-Give Program by providing ACH information to the Company in addition to taking the steps described in Section 3.1 above.

4. **Program Policies**

4.1 **Compliance with Operational Documentation.** When participating in the Program, you shall comply with the Operational Documentation.

4.2. **Marketing of the Program**

4.2.1 You may promote the Program, use Content we provide to you, and include Links on your Site, subject to the terms in this Participation Agreement. You shall not promote the Program or include Links in a way that (i) potentially misleads or confuses Users, (ii) does not accurately represent the Givevia Site or the Program, or (iii) does not accurately represent your relationship to Givevia or the Program. For example, you shall not express or imply that we are your sponsor, or that we support your position on any issue. You may promote the Program using marketing tools such as email, website banners, links, widgets, social media posts, direct mail, print collateral, and signage. From time to time, we may designate awards and/or badges specific to your organization, which you may use to promote your status in the Program. You may promote the Program to current and prospective supporters of your organization and Givevia, including donors, volunteers, employees, corporate or strategic partners, and employees of such partners.

4.2.2 You shall only use our Content in accordance with this Participation Agreement or subsequently executed document between us and you. You may make minor variations on Content we provide to you to better conform to your marketing channels, subject to Section 4.2.1 of this Agreement. If you change the Content in a manner that violates Section 4.2.1, you shall remove such Content immediately upon our request. If we provide you with software to provide Givevia functionality on your Site, you shall not modify, enhance, or otherwise change or supplement the software package to suit your own requirements or special circumstances without our prior written consent and assistance. You shall not distribute the software to any third party and shall hold in confidence and not disclose (except on a confidential basis to your employees who need to know and who are bound in writing to preserve the confidentiality thereof) all confidential information received from us and shall not use any such confidential information except for purposes contemplated by this Participation Agreement. You shall not copy, modify, or create derivative works or improvements of the Content, in accordance with Section 7.2 of this Agreement.

4.3 **Interaction with the Givevia Site and Shoppers**

- 4.3.1 Other than information we provide to you, you shall not request, collect, obtain, store, cache, or otherwise use any account information used by our Users or Shoppers in connection with the Givevia Site, including but not limited to any usernames, passwords, addresses, or payment information. You shall not share, sell, exchange, or otherwise distribute information we provide to you to any third party. You may share a link that we provide to you that allows prospective Shoppers who have not already registered with Givevia to register for Givevia and automatically establishes your charity as the Shopper's charity of choice.
- 4.3.2 You may add information to your Charity Profile Page on the Givevia Site, including your logo, information about your organization, and an explanation of why people should donate to your organization. We reserve the right to review information you add to the Charity Profile Page to ensure that the information appears legitimate and accurate. We reserve the right to remove any information that we deem inappropriate in our sole discretion.
- 4.3.3 You shall not take any action that reasonably could cause any Shopper or User confusion as to our relationship with you or the Givevia Site, in accordance with Section 4.2.1 of this Participation Agreement.
- 4.3.4 We may provide you with the names and emails of Shoppers who make Qualifying Purchases generating Donations for you, provided the Shopper did not request anonymity regarding its Qualifying Purchases when registering or at a time prior to the applicable Qualifying Purchase. You shall not sell or otherwise disseminate personal information about Shoppers that we provide to you. You are solely responsible for your use of Shoppers' personal information, as stated in Section 5 of this Agreement.

4.4 **Forbidden Practices**

- 4.4.1 You shall not use Content, Links, technology, or applications such as a plug-in to artificially increase Qualifying Purchases to benefit your charitable organization.
- 4.4.2 You may display Links on your Site or promote the Program per Section 4.2 of the Participation Agreement but you shall not frame the Givevia Site, or any part of it, within your Site.
- 4.4.3 You shall not post any Links or promotional materials regarding the Givevia Site within any pop-up or pop-under windows, transitional page ads, or layer ads around or in conjunction with any site that is not your Site without our prior written consent.

4.4.4 You shall not include or add to any Links or Content (i) software, (ii) malware, (iii) virus, (iv) worm, (v) Trojan horse, or (vi) other malicious or harmful code. You shall not use Links or Content to promote any business or activity other than the Program and your registered charitable purpose.

4.5 **Providing Information.** We may request information from you to verify that you (a) comply with the Participation Agreement and (b) qualify to participate in the Program. You shall cooperate with us and promptly satisfy any requests. If we so request, you shall provide us with written certification, in substantially the form we request, that you comply with the Participation Agreement, no later than ten (10) business days after you receive the request. We may (i) monitor your Site to verify your compliance with the Participation Agreement and (ii) monitor and use information about the Shoppers related to their use of the Links and Givevia Site.

4.6 **Reviews.** We may provide the opportunity for Users to publish comments articulating their experiences working with or for charities listed on the Givevia Site (the “**Reviews**”). You shall not, and shall instruct your employees to refrain from, publishing Reviews that contain inaccurate information or represent that they are not affiliated with the charity. We reserve the right to delete any Reviews, subject to our sole discretion, if we reasonably believe that a charity is publishing fake Reviews.

5. **Responsibility for Your Site and Actions**

You shall take sole responsibility for your Site, your organization, and all actions taken by you or on your behalf in connection to your participation in the Program, including but not limited to your use of information provided to you by us. We shall not have any liability for your actions on your Site and on behalf of your organization. You shall defend, indemnify, and hold us and our affiliates and licensors, and their respective employees, officers, directors, and representatives, harmless from and against all claims, damages, losses, liabilities, costs, and expenses (including attorneys' fees) relating to the participation in the Program as stated in this Participation Agreement. With respect to any emails, social media posts, mailings, and other communications you send or cause to be sent in connection with the Program, you acknowledge that you are the originator and sender for all purposes, including under the CAN-SPAM Act of 2003 and all similar laws.

6. **Shop-to-Give Program.** The Shop-to-Give Program allows Registered Organizations to receive Donations from the Company after Shoppers make Qualified Purchases with the Registered Organization as the designated recipient of the Donation, as provided herein.

6.1 **Qualifying Purchases.** To receive Donations from us in accordance with Section 6.2 of this Participation Agreement, Shoppers must make Qualifying Purchases.

6.1.1 **Qualifications.** We determine in our sole discretion whether a purchase made through a Retail Partner qualifies for a Commission. Our retail partners may reject orders for Products placed by Shoppers via the Givevia

Site for any reason, and rejected orders will not be eligible for Donations. To qualify for a Donation, the Shoppers must complete their purchase during the same shopping session they start after clicking on our “SHOP NOW” button. If the Shoppers visit other sites before completing their purchase or use third party coupons, their purchase might be associated with a service other than Givevia, and they may not generate a Donation on the purchase.

6.1.2 **Exclusions.** Qualifying Purchases exclude, and you will not be eligible for Donations in connection with any of, the following:

- 6.1.2.1 transactions in which a Retail Partner fails to report a transaction or withholds payment to us for any reason, including the transaction’s failure to qualify for our Commission;
- 6.1.2.2 transactions in which a customer was in violation of this Participation Agreement;
- 6.1.2.3 any Product purchased after termination of this Participation Agreement or purchased in connection with a violation of this Participation Agreement;
- 6.1.2.4 any Product order that is canceled or returned within the return period permitted by the respective Retail Partner for that purchase; and
- 6.1.2.5 transactions in which the Retail Partner excluded some products or categories of products from those eligible to earn a Commission prior to the moment of purchase, with or without providing notice to Shoppers.

The lists of exclusions by Retail Partners can change frequently and without notice, and we have no liability to you to notify you or the Shoppers of such exclusions or for the Donations from products excluded by retail partners. You understand that Donations may not be available, and that we have no liability for such unavailability, (a) for all or any specific products, or (b) from all Retail Partners. Also, qualifying quantities may be limited, and not all sizes, styles, models or color may be available for generating a Donation.

6.2 Donations

6.2.1 **Basis of the Donation.** We shall donate money to Registered Organizations selected by Shoppers per this Section 6.2. We determine the Donation based on (i) Qualified Purchases for which we receive paid Commissions in a given calendar quarter (as stated in Section 6.1) in response to orders placed by a Shopper on the Givevia Site and (ii) not

subsequently returned by the Shopper. We may provide you with a report of Qualifying Purchases or Donations attributed or earned by you. You understand that Commissions from Retail Partners may be delayed by one Donation Payment Cycle due to delayed processing and reporting by the Retail Partners. We may delay Donations for any delayed Commission or based on changes to Retail Partner policies and procedures at any time. We pay the Donation in U.S. dollars via an automated clearing house (“ACH”) system. You are responsible for any tax obligations incurred based on any Donations made to you by us under this Participation Agreement. We are not responsible for lost or stolen payments or for payment errors made by payment partners like the ACH system.

6.2.2 **Schedule of Donation Payment Cycles.** We shall make Donations for each calendar quarter (the “**Donation Payment Cycle**”) per the following schedule.

Purchase Period	Payment Date
January 1 – March 31	May 15
April 1 – June 30	August 15
July 1– September 30	November 15
October 1 – December 31	February 15

If the payment date falls on a federal holiday or weekend, we shall make the payment on the next business day.

6.2.3 **Qualifications for Donations**

If we determine in our sole discretion that (i) you are no longer an Eligible Organization, (ii) you or anyone acting on your behalf has violated any term or condition set forth in this Participation Agreement, or (iii) you no longer qualify as a Registered Organization, we may not disburse any Donation that we would have otherwise made to you.

Donations are made to Registered Organizations via direct ACH deposits into a U.S. bank account the Registered Organization designates to us. To receive your Donations, as part of the opt-in process for the Shop-to-Give Program, you promptly must provide us with (i) accurate and complete bank account information, including the bank account type, the 9-digit routing number/ABA number, the account number, and the name of the primary account holder as it appears on the account, and (ii) a voided check or bank statement. If you do not provide accurate or complete information, the information is not accurate or complete at the time of the Donation (for example, the account is closed or changed), or the bank rejects a Donation, then we may suspend or revoke your registration for the Shop-to-Give Program, which means that we will not donate to you. You may receive Donations only after you provide valid account information, (ii) you complete the opt-in process, and (iii) we requalify you as a participant in the

Shop-to-Give Program.

To receive Donations from us, you shall provide promptly such tax information about your organization as we deem necessary to comply with Internal Revenue Service requirements. For example, you shall provide a written acknowledgement of the Donation to you stating the value of the Donation, any goods or services exchanged for the Donation and if necessary the value of the goods or services, your organization's legal name, and the date of the Donation(s). If you do not provide the tax information to us, no Donations will be made to you.

6.2.4 **Withholding Donation Payments**

To account for Products that Shoppers return after the end of a calendar quarter in which the Shopper ordered the Products, we may, in our sole discretion, withhold all or part of your quarterly Donations to disburse during the next quarterly Donation Payment Cycle and reduce the disbursement to account for returns and cancellations in prior quarters. If no returns or cancellations occur in the subsequent quarter, we shall disperse the withheld Donations on the next payment date.

If we determine that we have overpaid Donations to you because (i) of subsequent returns by Shoppers that were not offset by withheld Donations or (ii) you improperly received Donations as a result of your actions or omissions (for example, providing incomplete or false registration information or violating this Participation Agreement), we may, in our sole discretion, (a) deduct the amount of the overpaid Donation from any Donation amount to be disbursed to you in subsequent Donation Payment Cycles, or (b) request reimbursement from you for any amounts we incorrectly paid to you, in which case you shall reimburse us promptly for such overpayments, no later than 30 calendar days after receiving such request.

We may accrue and withhold Donations for any Registered Organization until the Registered Organization receives in aggregate at least \$5.01 in Donations. After the Registered Organization receives at least \$5.01 in Donations, we will pay in full the accrued and withheld Donation during the next quarterly Donation Payment Cycle. If a participating Registered Organization does not accumulate an aggregated donation of at least \$5.01 over two quarterly Donation Payment Cycles, then we may terminate the Donation and no longer withhold the Donation for the Registered Organization.

For example, if a Shopper makes a Qualified Purchase on February 1 resulting in a Donation to you of \$2.00 and you are designated to receive at least \$3.01 in additional Donations before March 31, then we will make the full \$5.01 Donation on May 15. If you do not receive at least \$3.01 in

Donations before March 31, we will withhold the Donation on May 15. If you receive at least \$3.01 in Donations between April 1 and June 30, then you will receive the full payment on August 15. If you do not receive at least \$3.01 in Donations between April 1 and June 30, then you waive your right to receive the \$2.00 Donation, and we have no obligation to pass that Donation on to you at any time.

- 6.2.5 **Donation Review.** You have the sole responsibility to check Donation reports regularly to ensure that you have been properly paid and that your account balance is accurate. If you believe that your Donations have been incorrectly applied, you must contact our [Nonprofit customer service](#) within 90 days of receiving the transaction.

7. **Public Communications During the Program**

- 7.1 **Identifying Yourself as Program Participant.** We may or may cause others to publicly disclose your participation in the Program. We may or may cause others to publicly disclose (including through a government filing, press release, interview, social media post, or any other public statement) the amount of Donations we provided to you (individually or collectively with other charitable organizations) in connection with the Program, provided that we shall not tie Donation amounts to any individual Shopper. Except as expressly permitted in the Operational Documentation and Section 4.2 of this Agreement, you shall not issue any press release addressing this Participation Agreement, your use of the Content, or your participation in the Program without our prior approval.

7.2 **Trademark License**

- 7.2.1 **License to Use Company Trademarks.** Subject to the terms of the Participation Agreement, we hereby grant to you, a limited, revocable, non-transferable, non-sublicensable, non-exclusive, royalty-free license to copy and display the Content, including the Company Trademarks, on your Site for the limited purposes of (i) advertising the Program and (ii) directing Users to the Givevia Site (the “**Company Trademarks License**”). You shall indemnify and hold us harmless for any and all claims against us arising from your use of the Company Trademarks, as stated in Section 5 of this Participation Agreement.

- 7.2.2 **License to Use Your Marks.** Subject to the terms of the Participation Agreement and all incorporated documents, you hereby grant us and our affiliates, a limited, revocable, non-transferable, non-sublicensable, non-exclusive, royalty-free license to copy, display and use Your Marks for the limited purposes of operating and promoting the Givevia Site (“**Your Marks License**”). You hereby warrant and represent that you have the authority to license Your Marks. You shall indemnify and hold us harmless for any and all claims against us arising from our use of Your Marks, as stated in Section 5 of this Participation Agreement.

7.2.3 **Ownership of Rights.** We retain all rights and ownership interests in and to the Company Trademarks and any derivative works, modifications, edits, alterations, or creations otherwise inspired by or derived therefrom, and you recognize and acknowledge such rights and agree that any and all further establishment or strengthening of the Company Trademarks through your use of the Company Trademarks shall inure solely to our benefit. You shall not at any time, do or cause to be done, any act or thing contesting or in any way impairing or tending to impair any part of our rights in and to the Company Trademarks. We shall retain ultimate control and decision-making authority over your use of the Company Trademarks, including, but not limited to, any derivative uses or uses based or inspired thereon. You retain all rights and ownership interests in and to Your Marks. We recognize and acknowledge your rights and agree that any and all further establishment or strengthening of Your Marks through our use of Your Marks shall insure solely to your benefit. We shall not at any time knowingly do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of your rights in and to Your Mark.

7.2.4 **Protection of Trademarks**

7.2.4.1 **Usage Restrictions.** YOU MAY USE THE COMPANY TRADEMARKS ONLY BY DISPLAY ON YOUR SITE WITH THE PURPOSE TO ADVERTISE THE PROGRAM, WITH A CORRESPONDING LINK TO THE GIVEVIA SITE. Regarding your use of the Company Trademarks, you shall at all times comply with the most up-to-date version of the Participation Agreement and all other applicable terms, conditions, and requirements. It is your responsibility to review any applicable guidelines or restrictions related to your use of the Company Trademarks. If at any time you are uncertain whether your use of Company Trademarks complies with the Participation Agreement, immediately send us a copy of the display or advertisement for our review. You shall not use a Company Trademark or a variation of such trademarks in (a) a domain name, usernames, handles, hashtags, or group name on a social media website, or (c) in a browser plug-in or software name, without our prior written consent.

7.2.4.2 **Display Restrictions.** You shall not use or display any Company Trademark for any purpose or in any manner that we did not specifically authorize. You may display a Company Trademark only in the exact format in which we provide it to you. You shall not alter or modify any Company Trademark in any manner. You shall not use or display the Company Trademarks in a manner that states or implies that Company is other than the company

providing Givevia or that Givevia is other than the service offered by Company.

7.2.4.3 **License Enforcement.** We may take appropriate action against any use without permission or any use that does not conform to this Section 7 of the Participation Agreement, at any time and in our sole discretion, including injunctive relief and termination of the Company Trademarks License per Section 7.2.6 of this Participation Agreement. You hereby agree that we may monitor your use or display of any Company Trademarks, and you shall facilitate such monitoring as we require.

7.2.5 **Work Product.** Except for pre-existing Content, modifications permitted by Section 4.2.2 of this Participation Agreement and as stated in this Section 7, you have no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any Work Product. You have no right or license to use the Work Product in any capacity.

7.2.6 **Duration and Termination.** The term of the Company Trademarks License shall commence as of the date you agree to participate in the Program and shall immediately and automatically terminate upon (i) your notification to us that you will no longer participate in the Program, (ii) the termination of the Participation Agreement, or (iii) our determination that your use of the Company Trademarks impairs or tends to impair any part of our rights in and to the Company Trademarks.

8. **Term and Termination**

8.1 **Term.** The term of this Participation Agreement begins when you accept this Participation Agreement and ends when either you or we terminate this Participation Agreement in accordance with this Section 9 (the “**Term**”).

8.2 **Termination.** Either you or we may terminate this Participation Agreement at any time, with or without cause, by giving the other party five (5) business days written notice of termination. If you terminate, you shall include in your notice a written request that we remove you from the Program and send the notice to [Nonprofit Terminate](#). If we terminate, we shall either (i) make a notice available for you to review on the Givevia Site or (ii) send an email to the email address then-currently associated with your Program account. We also may, in our sole discretion, cancel or otherwise terminate the Program at any time. Upon any termination of this Participation Agreement or the Program, all rights and obligations of the parties will be extinguished, except that the rights and obligations of the parties under **Sections 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, and 16** will survive the termination of this Participation Agreement.

8.3 **Post-Termination.** No rights or obligations with respect to accrued but unpaid

Donation obligations will survive any termination of this Participation Agreement. No termination of this Participation Agreement will otherwise relieve either party for any liability for any breach of, or liability accruing under, this Participation Agreement prior to termination.

9. **Modification.**

We may modify any of the terms and conditions contained in this Participation Agreement (and any Operational Documentation) at any time and in our sole discretion by posting a change notice, revised agreement, or revised Operational Documentation on the Givevia Site or by sending notice of such modification to you by email to the email address then-currently associated with your Program account (any such change will be effective on the date specified in such notice but will in no event be less than two business days after the date of the notice). YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING THE EFFECTIVE DATE OF SUCH NOTICE WILL CONSTITUTE YOUR ACCEPTANCE OF THE MODIFICATIONS. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS PARTICIPATION AGREEMENT IN ACCORDANCE WITH **SECTION 8**. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING THE EFFECTIVE DATE OF ANY MODIFICATION (FOR EXAMPLE, THE DATE OF OUR POSTING OF A CHANGE NOTICE, REVISED PARTICIPATION AGREEMENT, OR REVISED OPERATIONAL DOCUMENTATION ON THE GIVEVIA SITE OR THE EFFECTIVE DATE SPECIFIED IN ANY EMAIL TO YOU REGARDING SUCH MODIFICATION) WILL CONSTITUTE YOUR BINDING ACCEPTANCE OF THE CHANGE.

10. **Relationship of Parties.**

The relationship between the parties is that of independent contractors. Nothing contained in this Participation Agreement or the Operational Documentation shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. You shall not make any statement, whether on your Site or otherwise, that contradicts or may contradict anything in this **Section 10**. If you authorize, assist, encourage, or facilitate another person or entity to take any action related to the subject matter of this Participation Agreement, you will be deemed to have taken the action yourself.

11. **Limitation of Liability.**

NONE OF US OR OUR AFFILIATES AND LICENSORS WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING ANY LOSS OF REVENUE, PROFITS, GOODWILL, USE, OR DATA) ARISING IN CONNECTION WITH THIS PARTICIPATION AGREEMENT, THE PROGRAM, OPERATIONAL DOCUMENTATION, THE GIVEVIA SITE, OR THE SERVICE OFFERINGS (DEFINED BELOW), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. FURTHER, THE AGGREGATE LIABILITY FOR US AND OUR AFFILIATES AND LICENSORS

ARISING IN CONNECTION WITH THIS PARTICIPATION AGREEMENT, THE PROGRAM, THE GIVEVIA SITE, AND THE SERVICE OFFERINGS WILL NOT EXCEED \$100.

12. **Disclaimers.**

THE PROGRAM, THE GIVEVIA SITE, ANY PRODUCTS AND SERVICES OFFERED ON THE GIVEVIA SITE, ANY CONTENT, THE GIVEVIA.COM DOMAIN NAME, TRADEMARKS AND LOGOS OF OURS, AND ALL TECHNOLOGY, SOFTWARE, FUNCTIONS, MATERIALS, DATA, IMAGES, TEXT, AND OTHER INFORMATION AND CONTENT PROVIDED OR USED BY OR ON BEHALF OF US IN CONNECTION WITH THE PROGRAM (COLLECTIVELY THE "**SERVICE OFFERINGS**") ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE DO NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE OFFERINGS. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SERVICE OFFERINGS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. WE MAY DISCONTINUE ANY SERVICE OFFERING, OR MAY CHANGE THE NATURE, FEATURES, FUNCTIONS, SCOPE, OR OPERATION OF ANY SERVICE OFFERING, AT ANY TIME AND FROM TIME TO TIME. WE DO NOT WARRANT THAT THE SERVICE OFFERINGS WILL CONTINUE TO BE PROVIDED, WILL FUNCTION AS DESCRIBED, CONSISTENTLY OR IN ANY PARTICULAR MANNER, OR WILL BE UNINTERRUPTED, ACCURATE, ERROR FREE, OR FREE OF HARMFUL COMPONENTS. WE WILL NOT BE RESPONSIBLE FOR (A) ANY ERRORS, INACCURACIES, OR SERVICE INTERRUPTIONS, INCLUDING POWER OUTAGES OR SYSTEM FAILURES; OR (B) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF, OR DELETION, DESTRUCTION, DAMAGE, OR LOSS OF, YOUR SITE OR ANY DATA, IMAGES, TEXT, OR OTHER INFORMATION OR CONTENT. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM US OR FROM ANY OTHER PERSON OR ENTITY OR THROUGH THE PROGRAM, CONTENT, OPERATIONAL DOCUMENTATION, OR THE GIVEVIA SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS PARTICIPATION AGREEMENT. FURTHER, WE WILL NOT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH (X) ANY LOSS OF PROSPECTIVE PROFITS OR REVENUE, ANTICIPATED SALES, GOODWILL, OR OTHER BENEFITS, (Y) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS PARTICIPATION AGREEMENT OR YOUR PARTICIPATION IN THE PROGRAM, OR (Z) ANY TERMINATION OR SUSPENSION OF THIS PARTICIPATION AGREEMENT OR YOUR PARTICIPATION IN THE PROGRAM.

YOU HEREBY RECOGNIZE AND ACKNOWLEDGE THAT WE MAY NOT

MONITOR, CONTROL, OR VET REVIEWS PUBLISHED ON THE GIVEVIA SITE BEFORE OR AFTER PUBLICATION. WE MAKE NO CLAIMS OR PROMISES THAT THE REVIEWS ARE ACCURATE, COMPLETE, OR PROVIDED BY INDIVIDUALS WHO HAVE ACTUALLY USED, VOLUNTEERED WITH, OR WORKED FOR YOUR CHARITY. WE ARE NOT LIABLE TO YOU OR ANY OF YOUR EMPLOYEES OR AFFILIATES FOR ANY DAMAGES ARISING FROM ECONOMIC LOSS, MISSED OPPORTUNITIES, PERSONAL INJURY (INCLUDING BUT NOT LIMITED TO DEATH), OR LOSS OR DAMAGE TO REAL OR PERSONAL PROPERTY (COLLECTIVELY, “LOSS”) THAT MIGHT ARISE FROM REVIEWS PUBLISHED OR INFORMATION PROVIDED ON THE GIVEVIA SITE, OR FROM YOUR RELIANCE ON THE QUALITY, ACCURACY, OR RELIABILITY OF THE CHARITY LISTS, RATINGS, REVIEWS, OR OTHER CONTENT MADE AVAILABLE THROUGH THE GIVEVIA SITE. WE MAKE NO CLAIMS OR PROMISES WITH RESPECT TO ANY THIRD PARTY CHARITY LISTED ON THE GIVEVIA SITE. ACCORDINGLY, WE ARE NOT LIABLE TO YOU FOR ANY LOSS THAT MIGHT OCCUR FROM ANY THIRD PARTY’S ACTIONS OR OMISSIONS.

13. **Disputes**

- 13.1 **Arbitration.** Any dispute relating in any way to the Program or this Participation Agreement will be resolved by binding arbitration, rather than in court. You understand that there is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Participation Agreement as a court would. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to Givevia, PO Box 51, Powell, Ohio 43065. The American Arbitration Association (AAA) will conduct the arbitration under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.
- 13.2 **Choice of Law.** The Federal Arbitration Act and federal arbitration law and the laws of the state of Ohio, without regard to principles of conflict of laws, will govern this Participation Agreement and any dispute of any sort that might arise between you and us.
- 13.3 **Dispute Resolution.** We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. If for any reason a claim proceeds in court rather than in arbitration, **we each waive any right to a jury trial.** We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

14. Confidentiality

- 14.1 **Confidential Information.** In connection with this Participation Agreement each party (as the “**Disclosing Party**”) may disclose or make available Confidential Information to the other party (as the “**Receiving Party**”). Subject to **Section 14.2**, “**Confidential Information**” means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party’s technology, trade secrets, know-how, business operations, plans, strategies, customers, patients, patient care, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as “confidential.” Without limiting the foregoing, the financial terms and existence of this Participation Agreement are the Confidential Information of each of the parties.
- 14.2 **Exclusions.** Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information’s being disclosed or made available to the Receiving Party in connection with this Participation Agreement; (b) was or becomes generally known by the public other than by the Receiving Party’s or any of its Representatives’ noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.
- 14.3 **Protection of Confidential Information.** As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:
- 14.3.1 not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Participation Agreement;
- 14.3.2 except as may be permitted by and subject to its compliance with **Section 14.4**, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party’s exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party’s obligations under this **Section 14.3**; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this **Section 14.3**;

14.3.3 safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and

14.3.4 ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this **Section 14.3**.

14.4 **Compelled Disclosures.** If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under **Section 14.3**; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this **Section 14.4**, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's outside legal counsel, the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

15. **Miscellaneous**

15.1 **Communications.** By accepting this Participation Agreement, you hereby consent to us sending your organization emails from time to time relating to the Program to the email address then-currently associated with your Program account.

15.2 **Assignment.** You shall not assign or otherwise transfer any of your rights, or delegate or otherwise transfer any of your obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without our prior written consent. No delegation or other transfer will relieve you of any of your obligations or performance under this Participation Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. This Participation Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

15.3 **Enforcement.** Our failure to enforce your strict performance of any provision of this Participation Agreement shall not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Participation Agreement.

- 15.4 **Surplus Donations.** We may from time to time in our sole discretion make Donations that exceed or supplement those strictly required under this Participation Agreement, but in no event will such actions create any right to receive excessive or supplemental Donations at any later time or under similar circumstances.
- 15.5 **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- 15.6 **Participation Agreement Controls.** In the event of any conflict between this Participation Agreement and the Operational Documentation, the Participation Agreement will control over the Operational Documentation. Company, its affiliates and licensors are expressly intended third party beneficiaries of this Participation Agreement, but except as stated in this sentence no other person or entity other than you and us will have any right or interest arising out of this Participation Agreement. This Participation Agreement incorporates, and you agree to comply with, the most up-to-date version of all Operational Documentation, including any updates of the Operational Documentation from time to time.
- 15.7 **Interpretation.** For purposes of this Participation Agreement: (a) the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. The parties intend this Participation Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Participation Agreement are for reference only and do not affect the interpretation of this Participation Agreement.
- 15.8 **Actions in Our Sole Discretion.** Any determinations or updates that may be made by us, any actions that may be taken by us, and any approvals that may be given by us under this Participation Agreement, may be made, taken, or given in our sole discretion.
- 15.9 **Entire Agreement.** This Participation Agreement (including the Operational Documentation) is the entire agreement between you and us regarding the Program and supersedes all prior agreements and discussions.
- 15.10 **Severability.** If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable

such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.11 Indemnification

15.11.1 **Our Indemnification.** We shall indemnify, defend, and hold you harmless from or against any and all losses incurred by you arising out of or relating to any claim, suit, action or proceeding (each, an “**Action**”) by a third party (other than an affiliate of yours) to the extent that your use of the Program in compliance with this Participation Agreement infringes a U.S. intellectual property right of a third party. The foregoing obligation does not apply to any Action or losses arising out of or relating to any:

- (A) access to or use of the Program in combination with any hardware, system, software, network or other materials or service not provided or authorized in writing by us;
- (B) modification of the Services other than: (i) by or on our behalf; or (ii) with our written approval in accordance with our written specification;
- (C) failure to timely implement any modifications, upgrades, replacements or enhancements made available to you by or on our behalf; or
- (D) act, omission or other matter described in **Section 15.11.2(A)-(C)**, whether or not the same results in any Action against or losses by any Service Provider Indemnitee.

15.11.2 **Your Indemnification.** You shall indemnify, defend and hold us and our affiliates harmless and each of our and their respective officers, directors, employees, agents, successors and assigns (each, a “**Service Provider Indemnitee**”) from and against any and all losses incurred by such Service Provider Indemnitee in connection with any Action by a third party (other than an affiliate of a Service Provider Indemnitee) to the extent that such losses arise out of or relate to any:

- 15.11.2.1 Your mishandling of Shopper data, including any processing of Shopper Data by or on our behalf of in accordance with this Participation Agreement;
- 15.11.2.2 allegation of facts that, if true, would constitute your

breach of any of your covenants or obligations under this Agreement; or

15.11.2.3 negligence or more culpable act or omission (including recklessness or willful misconduct) by you or any third party on your behalf, in connection with this Agreement.

15.11.3 **Indemnification Procedure.** Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified. The party seeking indemnification (the “**Indemnitee**”) shall cooperate with the other party (the “**Indemnitor**”) at the Indemnitor’s sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Action and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor’s sole cost and expense. The Indemnitee’s failure to perform any obligations under this Section 15.11.3 will not relieve the Indemnitor of its obligations under this Section 15 except to the extent that the Indemnitor can demonstrate that it has been prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

[END OF DOCUMENT]