**POLICIES AND GUIDELINES**

This policy for our programs/accounts should be read, understood and accepted in compliance with the terms of Use, privacy policy and all other terms/policies published on our website from time to time. This policy is a part of the terms of Use published on our website and all the provisions mentioned in the said terms of Use shall be applicable to this policy as well.

In order to avail any of the following services/programs and/or create any of the accounts as mentioned in this policy, you shall be required to meet the eligibility criteria as mentioned in the terms of Use published on the website and shall be required to register an account on our website in the manner as stated in the terms of Use published on the website.

**1. CONTRIBUTIONS AND MODE OF MAKING CONTRIBUTIONS:**

1.1 Contributions payment methods (see later Contribution Methods) can either be processed or generated by donors on his or her online account. Some contributions may require mailing and in case of failed mailings, The Donor’s Fund shall not be liable.

1.2 The donor can contribute by any one of the following methods:

a) Check: Checks can either be mailed or brought into The Donors’ Fund office. When mailing in a check, the donor will mail along the Check Mailing Form which will contain all the necessary information; amount, donors account number donors address etc. The form can either be obtained online (contributions > check > generate print-out) or by requesting one from our office. Checks once received and accepted by The Donors’ Fund will generally take a period of 2 to 10 business days until funded to the donors account. This depends and varies on the bank it was received from and as well as the dollar amount on the check.

b) Electronic Funds Transfer (EFT): also known as ACH or E-Check. This method will allow donors to transfer funds electronically from their bank account. Donors may choose to make a one time or an automatic recurring EFT. We recommend donors to check with their bank if they participate in the Automated Clearing House (ACH) service and if they have any additional fees in place for the service. EFT transactions can be processed by donors at their online account or over the phone. Upon completing an online or on phone EFT, the donor will be asked to agree to the Electronic Funds disclosure available at the online account or by calling The Donors’ Fund to receive a copy. The minimum EFT amount is $250, and the maximum amount is $25,000.

Electronic Funds are generally processed within the same business day. However, like checks, the funds will only be funded to the donors account within 2 to 10 business days beyond the processing date. This depends and varies on the bank from which it was received as well as the dollar amount.

c) Wire transfer: can be made from the donors’ financial institution to The Donors’ Fund. Our bank details can be obtained at our online login or by calling The Donors’ Fund. At the account holders’ login, there will also be an option of downloading/printing a form that will be automatically pre-filled in accordance to the account holders’ request. This form can then be handed or sent to the account holders’ financial institution which will then wire the funds accordingly. Please note, some banks may charge additional fees for wire transfers. However, there will be no additional fees from The Donors’ Fund. Some banks may also require for the signer on the bank account to process a wire transfer in a bank branch. Once processed by your bank, a wire transfer would generally take up to two business days until it is received by The Donors’ Fund.

Once received, the account holders’ account will immediately be funded.

d) Stock or mutual funds can be processed on our online login or by calling The Donors’ Fund office. Generally, the account holder will be required to fill in and sign documentation in order to initiate the transaction. The Donors’ Fund shall not accept the following types of securities: Penny stock, over the counter stock or unlisted stocks. The minimum contribution accepted in stock or mutual funds is $10,000 in value and over. Once the stock has been accepted and received by The Donors’ Fund, it’ll generally take two business days until processed and funded into the donors account.

e) Third party contributions: means that a donor would contribute into an existing account holder’s account. E.g., Mr. Smith will contribute but will give the advisory privileges to an already existing account holder. The donor will receive a donation acknowledgment for tax purposes but shall not have any privileges such as recommending grants to charities or gaining access to the account the funds were deposited into. These contributions are reviewed on a case by case basis.

1.3 Each transaction will be responded to with an automated electronic confirmation. This includes newly generated contributions, received contributions, declined or funded contributions and canceled contributions.

1.4 All contributions, once accepted by The Donors’ Fund are irrevocable and are not refundable. The funds will be deposited into a donor-advised fund account as per the donor’s request. If a contribution is received in error, for example, the wrong amount was received, then The Donors’ Fund will refund the funds accordingly. Those scenarios will be reviewed on a case by case basis.

1.5 There are no additional fees for contributions no matter which of the above-mentioned contribution/payment method is used.. However, in circumstances where any additional fee in relation to a contribution is charged, e.g., a bank fee for a returned check, the fees will be applied to the account holders’ account. These scenarios are reviewed on a case by case basis.

1.6 **Brokerage fees:** The Donors’ Fund incurs all fees and costs related to the contributed securities liquidation. These fees and costs will not affect the value of the donor’s tax deduction but will reduce the giving power applied to the donor’s account.

1.7 **Value difference:** The contributed value (tax deduction) may differ from the giving power granted to the donor. This is because the contributed value is likely not to be the same as the sale price.

1.8 **Complex assets**; The Donors’ Fund accepts non-liquid and complex assets which are reviewed on a case-by-case basis. These assets include but are not limited to real estate, private equity or hedge fund interests, insurance policies, non-publicly traded stock, and restricted stock. These contributions require prequalification and may be restricted to higher minimum contributions.

1.9 **Other contribution fees:** The Donors’ Fund reserves the right to charge additional fees for holding assets or other costs incurred from the contribution.

**2. DONATION ACKNOWLEDGMENT:**

2.1 Upon processing a contribution and when the funds are made available to The Donors’ Fund, a donation acknowledgement (also known as a donation receipt) will be sent to the donating party. The acknowledgment can serve as a record of the contribution for tax deduction purposes. A donation acknowledgment is required for all charitable contributions exceeding $250 in aggregate to a given 501(c)(3) organization (e.g. contributions to The Donors’ Fund) when claiming a charitable deduction on a tax return

2.2 The Donors’ Fund will also provide forms 8283 for publicly traded property contributions based on the fair market value as a courtesy but shall not take responsibility for incorrect information.

2.3 The donation acknowledgment will be addressed and sent to the name and address shown on the contributed transaction. The document will state the amount of the contribution, contribution type and a description of the contribution type e.g. for a contribution made by check, the description will describe the check number and a reference number.

2.4 The donation acknowledgment will also state that The Donors’ Fund did not and will not provide any goods or services in exchange for or in consideration of the contribution and let the donating party know which donor-advised fund account the contribution was funded to.

**3. GRANTS:**

3.1 Once an account hereunder has been funded, donor can recommend grants to qualified 501(c)(3) public charities, online; by phone; by check, by card, by express QR code or on third party charitable web portals. Contributions to The Donors’ Fund are irrevocable and are owned and controlled by our trustees and are fully tax deductible at the time of the contribution. Thus, the account making the Grant recommendation should therefore not expect or accept donation acknowledgments from the granted charities. 501(c)(3) public charities include organizations described by section 509(a)(1) and 509(a)(2) of the Internal Revenue Code (the “code”), Type I, Type II and Type III functionally integrating supporting organizations as described by section 509(a)(3) of the Code, and private operating foundations.

3.2 In the event that the terms, conditions or guidelines are breached or violated on one or more occasions by the account holder or the recipient charity then The Donors’ Fund may request the granted charity to refund the grant or terminate the donors account. Funds of the terminated accounts will be transferred to The Donors’ Fund General Fund (‘TDFGF’). The Donors’ Fund general fund is a fund operated by our trustees and board members. Charitable grants are made from this account to select qualified US based charities chosen and approved by our trustees and board members.

3.3. Grant recommendations are not binding on The Donors’ Fund and are subject to the review and approval of our trustees or a representative assigned by our trustees. If the grant recommendation is not approved, The Donors’ Fund will notify the account holder. The Donors’ Fund makes grants exclusively for the furtherance of charitable purposes. No donors, donors’ family or any other individual shall receive anything more than incidental benefits such as School Tuition or other school related fees, Membership benefits (that have a portion that is not tax deductible), paying a binding pledge, goods or services such as gifts, raffle tickets and goods bought at charitable events, in return or in relation to grants.

3.4 Any grant that will result in a benefit to the donor or donor’s family members is forbidden. Without limiting this list, such benefits include tuition or tuition reduction to donor family members, binding pledges, raffle tickets, charity auctions, and tickets to charity events at which the donor may receive food, drinks, entertainment, small gifts or otherwise.

3.5 Prior to honoring a grant recommendation; initially adding a new charity and/or in some cases for existing charities, The Donors’ Fund follows a charity approval procedure which may include one or more of the following:

* a) Contacts the recommended charity:
* b) Requires the recommended charity to fill out a form providing detailed information of their charitable purpose/s:
* c) Requests the recommended charity to provide detailed plans on how they decide on using the funds:
* d) Requires the recommended charity to provide us with documentation such as letter of determination, articles of incorporation, certificate of exemption from state sales tax or form 990 if applicable.

3.6 The Donor Fund complies with this clause in order to protect our standings with the IRS, ensuring that all the grant proceedings are issued to charitable purposes only and to protect our donors legitimate tax deduction.

3.7 The Donors’ Fund will make reasonable efforts when necessary to reach out to the recommended charity. However, if we fail to do so or if the charity fails to respond to our request/s within 30 calendar days, the grant recommendation may be denied.

3.8 A grant recommendation made to a charity already on The Donors’ Fund charity list, once approved, will be processed within two business days unless there are additional reviews or updates in place. When requesting to add a new charity, it may extend this timeframe to 5 business days and sometimes longer depending on the charity’s response timing. Grants are distributed by a check sent to the charities address on file or directly into the charities bank account via EFT (electronic funds transfer) if the charity has signed up for it.

3.9

**4. ACCOUNTS AND PROGRAMS:**

4.1 The Donors’ Fund platform allows donors to create a “Giving Account” which allows account holders to recommend grants online; by phone; by check, by card, by express QR code or on third party charitable web portals. When applying for this account, donors will be asked to name their fund.’. The fund name can then be used as an acknowledgment when recommending grants to charities.

4.2 When making a grant recommendation through the online portal, the account holder/donor will be given the following options to select:

* a) A purpose and usage for the grant e.g. where deemed most necessary, charity event, in honor or in memory of etc.:
* b) To add a personal message to the recipient charity (this may delay grant processing as it may require additional approvals):
* c) Which of the donor’s information should be shared with the recipient charity; donors full name, donors name and address or remain anonymous.
* d) The timing of the grant. Grants can either be requested for immediate processing, future date or recurring dates.

**5.0 INVESTMENT:**

The Donors Fund offers several strategic investment options to allow donors to grow their impact while fitting the donors risk tolerance and giving objections. All investments are subject to risk. Diversification does provide risk mitigation but does not hold guarantees against any losses.

Qualified donors will have the opportunity to build a custom investment giving plan with our preselected financial advisors. Additionally, if the donor already has a financial advisor, he or she may qualify to manage their client’s investment accounts and may recommend investment opportunities.

Expense ratio: Reflects the cost of management fees by the managing parties. Including but not limited to The Donors’ Fund managing team.

**5. FEES AND MINIMUMS:**

The Donors’ Fund program is completely free to its donors.

There are some fees on the charities end for the following fundraising tools

Checks -2.9%

Giving card -2.9%

Grant requests -2.9%

Campaign Sites -2.9%

Charity’s website - 2.9%

QR Express – 2.9%**6. MINIMUM DISTRIBUTION:**

6.1 The Donors’ Fund will distribute a minimum of 5% as an overall between all our account holders on a yearly basis. If we haven’t reached this goal after a fiscal year, The Donors’ Fund will reach out to account holders who have not had grant activity of at least 5%. If the account holders do not make grants within 6 months following the notice, The Donors’ Fund will have funds from those accounts distributed to qualified charities.

6.2 It is mandatory that account holders have grant activity. If no grants have been made on an account for two consecutive calendar years, The Donors’ Fund will make reasonable effort reaching out to the account holder and request for activity to be made. If the account holder does not make grants within 6 months following that notice, The Donors’ Fund will have the required annual minimum of 5% distributed from the account to qualified charities.

If the account holder fails to make any grant activity for five consecutive calendar years and fails to contact The Donors Fund, the account will be terminated, and the remainder funds will be transferred to The Donors’ Fund General Fund (‘TDFGF’)

**7. SUCCESSOR PLANNING:**

7.1 When creating a Direct Advisory account, the donor will be given the option to establish a legacy plan which allows the account holder/donor to name either an individual or one or more charities or a combination of the two as a successor of the account.

7.2 In case of Individual, the donor/account holder may choose to name an individual successor, family or friend who will be given access to the same or new account upon The Donors’ Fund receiving confirmation of the account holder’s death. The named individual will then inherit the privileges on the account i.e., recommending grants to qualified charities. The Donors’ Fund will remain the sole owner of the funds and remain in full control of the funds and will not provide any goods or services to the named inheritor(s). The account holder will enter the individual’s information including but not limited to; individual’s full name, address, contact details and date of birth. Upon receiving a confirmation from the account holder’s death, The Donors’ Fund will reach out to the suggested individual’s based on the information provided by the account holder. We therefore strongly recommend account holders to constantly keep those contact details up to date

7.3 In case of one or more Qualified Charities, the account holder may choose one or more qualified charities as successors on the remaining funds which will be distributed once The Donors’ Fund has received a confirmation of the account holder’s death. When adding a charity name to the succession list, The Donors’ Fund will carry through the regular charity approval procedure to ensure that the charity is eligible for grants. In the event that one of the approved charities has been removed from our charity list for any given reason, we will notify the account holder so they can make additional planning.

7.4 In case of Mix and match, the account holder can choose a combination of both, individuals and one or more charities as successors to their account. For example: 50% to charity ABC, 25% to charity DEF and 25% to Mr. & Mrs. Smith.

**8. CHANGES IN POLICY:**

We reserve the right to change the terms and conditions of this policy/fee structure at any time without any prior notice to you and publish it on our website. You shall be required to review the terms of this policy from time to time and abide by the most current policy. Your continuous use of our website will be considered as acceptance of the changes made to this policy/fee structure from time to time.