

# Website Terms and Conditions Version 1.0

Last Modified: December 20, 2020

## **Acceptance of the Terms and Conditions**

These Terms and Conditions are entered into by and between each user or viewer of the Website, including donors, charities, and fundraisers (collectively referred to as “**You**” or “**Your**”) and The Giving App Inc. (“**Company**,” “**we**,” or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “**Terms and Conditions**”), govern Your access to and use of <https://www.the-givingapp.org/>, including any content, functionality, and services offered on or through <https://www.the-givingapp.org/> (the “**Website**”), whether as a guest or a registered user. The principal services provided by the Website are the providing of Webpages created by charities soliciting donations or funds for their Cause or Causes.

Please read the Terms and Conditions carefully before You start to use the Website. **By clicking to accept or agree to the Terms and Conditions when this option is made available to You, You accept and agree to be bound and abide by these Terms and Conditions and our Privacy Policy, found at [https://the-givingapp.org/resources/legal/](https://the-givingapp.org/resources/legal/TGA%20Privacy%20Policy.pdf)**

**TGA%20Privacy%20Policy.pdf , incorporated herein by reference.** If You do not want to agree to these Terms and Conditions and the Privacy Policy, You must not access or use the Website.

This Website is offered and available to users who 18 years of age or older and reside in the United States or any of its territories or possessions. However, users under the age of 18 are permitted so long as there is verification of parental consent. By using this Website, You represent and warrant that You are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements and/or are able to provide verification of parental consent. If You do not meet all of these requirements, You must not access or use the Website.

## **Changes to the Terms and Conditions**

We may revise and update these Terms and Conditions from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in **Governing Law and Jurisdiction** will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms and Conditions means that You accept and agree to the changes. You are expected to check this page each time You access this Website so You are aware of any changes, as they are binding on You.

## **Accessing the Website and Account Security**

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or

any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for You to have access to the Website.
- Ensuring that all persons who access the Website through Your internet connection are aware of these Terms and Conditions and comply with them.

To access the Website or some of the resources it offers, You may be asked to provide certain registration details or other information. It is a condition of Your use of the Website that all the information You provide on the Website is correct, current, and complete. You agree that all information You provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy <https://the-givingapp.org/resources/legal/TGA%20Privacy%20Policy.pdf>, and You consent to all actions we take with respect to Your information consistent with our Privacy Policy.

If You choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, You must treat such information as confidential, and You must not disclose it to any other person or entity. You also understand that if You create a secure account with the Company that Your account may contain sensitive data including any taxpayer details necessary to claim tax deductions in accordance with applicable laws and regulations. Claiming tax deductions using someone else's taxpayer information is against the law. You also acknowledge that Your account is personal to You and agree not to provide any other person with access to this Website or portions of it using Your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of Your user name or password or any other breach of security. You also agree to ensure that You exit from Your account at the end of each session. You should use particular caution when accessing Your account from a public or shared computer so that others are not able to view or record Your password or other personal information. If You become aware of any unauthorized use of Your account, we recommend that You change Your password immediately and call our telephone number set out on the Contact Us page.

We have the right to disable any user name, password, or other identifier, whether chosen by You or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, You have violated any provision of these Terms and Conditions.

### **Creating a Company Webpage**

If You build a fundraising page on the Website (a "Webpage"), You must ensure that any information You provide to the public is accurate and not misleading. It is Your responsibility to ensure that the content You are uploading on Your Webpage ("Content"), including pictures, photographs and any videos, is Your original work and/or You have the right and/or license necessary to upload it and it is not copyright-protected. If it is copyright-protected, You must obtain the copyright owner's written consent to use it. The Company reserves the right to remove any pictures, photographs, videos or copy from Webpages at its sole discretion and without

notice if their copyright status is in any doubt. If You suspect a breach of copyright on the Website or any Webpage, please email us at [help@the-givingapp.org](mailto:help@the-givingapp.org). Please note that by submitting and posting Content to the Website or any Webpage, You grant to the Company a perpetual, irrevocable, worldwide, royalty-free and non-exclusive license to use, modify, reproduce, publish, broadcast, display and distribute the Content in any format, using any medium, for the purpose of promoting the Company or charity or other nonprofit organization (a “Cause”), or for any other purpose that we deem appropriate.

Building a Webpage in aid of a Cause in no way implies the Company’s or the Cause’s endorsement of Your fundraising activity. Prior to commencing a fundraising activity, It is Your responsibility to ensure that the benefitting Cause has no objection to the nature of the proposed activity. The Company reserves the right, at its absolute discretion and without notice, to cancel Your personal fundraising page at the request of the Cause if the Cause, in its absolute discretion, deems Your fundraising activity inappropriate or unnecessarily dangerous.

### **License of Trademark and Copyrighted Material**

You hereby grant to the Company, its affiliates, and its partners a non-exclusive license to use any of Your fundraising page’s trademarks and any copyrighted material on Your Webpage (including images and videos or any link to same) solely in connection with the Website and associated services and its operation and promotion and for no other purpose whatsoever.

### **About the Causes featured on the Website**

The Website and its associated services allow You to donate to and raise funds for any Cause listed on the Website. Every Cause featured has an agreement with the Company authorizing the Company to collect donations on its behalf. No Cause will be permitted to create an account, profile, and Webpage in order to receive donations on the Website until they have been personally vetted by the Company. The vast majority of Causes listed on our Website will have either a Platinum or Gold rating as determined by Guidestar, a widely trusted charity reviewing service, whose rankings criteria can be found at <https://learn.guidestar.org/seals>. However, not all Causes have Guidstar rankings. This does not mean that such Causes are any less trustworthy; it may simply be a sign that such a Cause is relatively new and does not have a sufficient track record to be ranked by Guidestar. In fact, the Company puts all Causes, whether Guidestar ranked or not, through a rigorous vetting process of interviews and/or on-boarding calls before being granted approval to join the Website. Non-Guidestar ranked Causes are subjected to additional interviews to ensure that they meet the Company’s standards of accountability and community engagement. A charity must have the appropriate authorization, permit or license to operate as a charity, as required by local, state, and federal law, including 501(c)(3) tax-exempt status that is granted by the Internal Revenue Service of the United States. Causes are listed on this Website at the Company’s discretion. Although we do our due diligence to vet Causes, we are not responsible for the activities of any Cause (<https://stripe.com/>).

### **Donations**

Once a Cause has been properly vetted and granted the privileges associated with using the Website, the Company will strongly recommend that all Causes establish an account with the

online payment processor Stripe. Those who wish to submit donations through the Website may do so through credit card, debit card, both of which are processed by Stripe, as well as through PayPal; if through the Application, donations are payable through credit card, debit card, both of which are processed by Stripe, as well as through Apple Pay. If paying by credit or debit card through Stripe, the Company will ensure that those donations are paid out to the Cause. If a Cause elects not to create a Stripe account, the donations made through the Website will also be processed through the aforementioned payment processing companies. The Company will then remit such donation to the specified Cause.

Subject to the requirements of local, state, and federal law, once Your donation is made it will only be refunded to You with the prior written consent of the Cause to whom it has been directed. In the event all funds have been paid out and there are no funds available for refund, the Company reserves the right to invoice or direct debit the Cause for the amount of the refund and the Cause must agree to settle that invoice within one (1) month of the date of the invoice.

### **Use of Your donation**

The Company does not represent or warrant that Your donations will be used for any particular purpose and shall not be responsible for any dissatisfaction You may have regarding a Cause's use of any donation You may make through the Website or its associated services or Webpages powered by us or for any misuse or non-use of such donations by a Cause. The Company shall have no liability to donors whatsoever for any use or misuse of donations made through this Website or any Webpage. After donations are made, all further dealings are solely between You and the Cause to which You donated.

Please note that recipient Causes reserve the right to use Your donation for their general purposes in accordance with their practices and rules. The Company shall not be responsible for ensuring that funds are earmarked for a particular purpose. If You want a donation to be used for a specific purpose, contact the Cause and make Your donation directly to them.

### **The Company Fees**

In donating to Causes on the Website, donations are made either (i) through The Giving App Inc., a U.S. 501(c)(3) tax-exempt organization that operates a donor-advised fund to process donations and make grants to other U.S. 501(c)(3) tax-exempt public charities pursuant to donor advisements, (ii) directly to the organization if the organization is registered with Company and has set up a Stripe account, or (iii) the Company shall remit payments on behalf of the donor if the Cause to which the donor has donated does not have its own Stripe account. The Company shall retain a five percent (5%) platform fee for each donation made through its Website, in addition to any credit card processing fees. At this time, Stripe's processing fees are two and two-tenths of a percent (2.2%) plus an additional thirty cents (\$.30) for non-American Express cards and three and a half percent (3.5%) for American Express cards.

When You make a donation to support a Cause which has registered with Company and set up a Stripe account, You are making a complete and final charitable donation directly to the charity You selected. In rare instances, the Company may determine that it would be inappropriate or improper to disburse the funds designated for a Cause because, for example, the Cause is no

longer recognized as a public charity, or is no longer in good standing with state or federal regulations, in which case, the Company may, in its sole discretion, disburse the donation to another charity (as determined by the Company).

When You make a donation to support a Cause which has not set up a Stripe account (i), You are making a complete and final charitable donation to the Company, with a recommendation that the funds be re-granted to the Cause specified on its Webpage, and You will receive a donation receipt from the Company for Your donor-advised contribution. The Company makes reasonable efforts to comply with donor recommendations and to re-grant the funds to the donor's designated Cause. However, to comply with federal tax laws and regulations, the Company is required to retain legal control over any charitable contribution it receives.

In some cases, in consideration of using the Website and associated services, we accept voluntary gratuities from donors for our services.

### **Unauthorized Donations**

When You make a donation, the transaction is final and not disputable unless unauthorized use of Your payment card or other payment method is proved. If You become aware of fraudulent use of Your card, or if it is lost or stolen, You must notify Your card provider in accordance with its reporting rules. Similarly, if You experience any issues of this nature when using another payment method, such as PayPal, You should contact the provider of that payment method for assistance.

The Company will never email or phone You and ask You to provide all of Your payment details.

### **Tax Information**

The Company is not an accounting, taxation or financial advisor, and You should not rely on information given on the Website or its associated services to determine any consequences of making a donation to a Cause.

### **Intellectual Property Rights**

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, the Company's member charities, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms and Conditions permit You to use the Website for Your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to Your accessing and viewing those materials.

- You may store files that are automatically cached by Your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for Your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, You may download a single copy to Your computer or mobile device solely for Your own personal, non-commercial use, provided You agree to be bound by our end user license agreement for such applications.
- If we provide *social media features* with certain content, You may take such actions as are enabled by such features.
  - Instagram: [www.instagram.com/the.givingapp](http://www.instagram.com/the.givingapp)
  - Twitter: [www.twitter.com/the\\_givingapp](http://www.twitter.com/the_givingapp)
  - Facebook: <https://www.facebook.com/TheGivingAppINC>

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If You wish to make any use of material on the Website other than that set out in this section, please address Your request to: [help@the-givingapp.org](mailto:help@the-givingapp.org).

If You print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms and Conditions, Your right to use the Website will stop immediately and You must, at our option, return or destroy any copies of the materials You have made. No right, title, or interest in or to the Website or any content on the Website is transferred to You, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark, and other laws.

You may copy content for Your own personal, non-commercial use provided You do not alter it or remove any copyright, trade mark or other proprietary notice, and that Your usage complies with any requests You may receive from any person with rights in that content. No other use of the Website's and its associated content is permitted without the express prior permission of the Company, and, where applicable, the copyright holder.

### **Copyright Infringement**

The Company has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Website. The Company has adopted a policy that provides for the immediate suspension and/or termination of any website or user who is found to have infringed on the rights of the Company or of a third party, or otherwise violated any intellectual property laws or regulations. The Company's policy is to investigate any allegations of copyright infringement brought to its attention. It is the policy of the Company to terminate the user accounts of repeat infringers.

If You have evidence, know, or have a good faith belief that Your rights or the rights of a third party have been violated and You want Company to delete, edit, or disable the material in question, You must provide The Company, in accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA") with all of the following information (the "DMCA Notice"): (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Company to locate the material; (d) information reasonably sufficient to permit Company to contact You, such as an address, telephone number, and if available, an electronic mail address at which You may be contacted; (e) a statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this DMCA Notice to be effective, You must provide it to Company's designated agent at:

James Mizuki

1645 Santa Barbara Avenue,

Glendale, CA 91208

james@the-givingapp.org

If You fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, Your DMCA Notice may not be effective.

Please be aware that if You knowingly materially misrepresent that material or activity on the Website is infringing Your copyright, You may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

### **Trademarks**

The Company name, the Company logo, and all related names, logos, product and service names, designs, and slogans are pending trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other

names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

### **Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms and Conditions. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms and Conditions.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, You agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Sell or distribute any data which is gathered or extracted in breach of these Terms, or which is based on or derived from any such data.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms and Conditions, without our prior written consent.
- Attempt to modify, adapt, translate, sell, reverse engineer, decompile or disassemble any portion of the Website or any other website associated with the Company.
- Use any device, software, or routine that interferes with the proper working of the Website.



- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Use or attempt to use the Website for any unlawful, criminal, or negligent purposes, which includes but is not limited to denial-of-service attacks against the Website or a distributed denial-of-service attack against the Website.
- Otherwise attempt to interfere with the proper working of the Website.
- Disclose any information relating to any donor except with the consent of the donor or as permitted by applicable local laws.

### **User Contributions**

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms and Conditions.

Any User Contribution You post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, You grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of Your User Contributions do and will comply with these Terms and Conditions.

You understand and acknowledge that You are responsible for any User Contributions You submit or contribute, and You, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by You or any other user of the Website.

### **Monitoring and Enforcement; Termination**

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms and Conditions, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company.
- Disclose Your identity or other information about You to any third party who claims that material posted by You violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend Your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms and Conditions.
- Suspend or delete a Website page if the relevant Cause is no longer receiving donations via the Company's Website or is no longer active.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

### **Termination Procedure for Causes**

The Company reserves the right, at its sole discretion, to immediately and without notice suspend or permanently deny Your access to all or part of the Website and associated services. The obligations contained herein will continue to apply to Your past use.

Upon termination or suspension or denial of access to the Website and associated services, funds already received on Your behalf by the Company will be handled in accordance with the provisions above, provided that any potential payment (where applicable) may be delayed where the Company conducts an investigation regarding Your use of the Website and associated services and the Company may decide to refuse to pay funds across to You where You have breached these Terms or Your Webpage has been removed. In such circumstances the Company may authorize a refund of donations to donors.

## **Content Standards for User Contributions and User Conduct Generally**

These content standards apply to any and all User Contributions and use of Interactive Services as well as the general use of the Website. User Contributions and user conduct must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions and user conduct must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, racist, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and Conditions and our Privacy Policy <https://the-givingapp.org/resources/legal/TGA%20Privacy%20Policy.pdf>.
- Be likely to deceive any person, including but not limited to photographs.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent Your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

The Company does not actively edit the Website but reserves the right to remove or edit any content posted on the Website or its associated services at its sole discretion and without notice, regardless of whether or not it is, in the opinion of any third party, offensive, obscene, racist, defamatory, misleading, deceptive or otherwise inappropriate. If You notice any such content, please email us at [help@the-givingapp.org](mailto:help@the-givingapp.org).

## **Reliance on Information Posted**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance You place on such information is strictly at Your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by You or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website includes content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to You or any third party, for the content or accuracy of any materials provided by any third parties.

### **Changes to the Website**

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

### **Information About You and Your Visits to the Website**

All information we collect on this Website is subject to our Privacy Policy <https://the-givingapp.org/resources/legal/TGA%20Privacy%20Policy.pdf>. By using the Website, You consent to all actions taken by us with respect to Your information in compliance with the Privacy Policy.

### **Linking to the Website and Social Media Features**

You may link to our homepage, provided You do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable You to:

- Link from Your own or certain third-party websites to certain content on this Website.
- Send emails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on Your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, You must not:

- Establish a link from any website that is not owned by You.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms and Conditions.

The website from which You are linking, or on which You make certain content accessible, must comply in all respects with the Content Standards set out in these Terms and Conditions.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

### **Links from the Website**

The Website and its associated services contain links to other websites, including the websites of Causes. Inclusion of a link to another website does not imply endorsement of its content or opinions. If the Website contains links to other sites and resources provided by third parties, these links are provided for Your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from Your use of them. If You decide to access any of the third-party websites linked to this Website, You do so entirely at Your own risk and subject to the terms and conditions of use for such websites. Your relationship and any direct transactions with other people or organizations are Your own responsibility.

### **Geographic Restrictions**

The owner of the Website is based in the State of California in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If You access the Website from outside the United States, You do so on Your own initiative and are responsible for compliance with local laws.

### **Disclaimer of Warranties**

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

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS

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### **Governing Law and Jurisdiction**

All matters relating to the Website and these Terms and Conditions, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms and Conditions or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of California, in each case located in the City of Los Angeles and County of Los Angeles. You waive any and all objections to the exercise of jurisdiction over You by such courts and to venue in such courts.

### **Arbitration**

At Company's sole discretion, it may require You to submit any disputes arising from these Terms and Conditions or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying California law.

### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### **Waiver and Severability**

No waiver by the Company of any term or condition set out in these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

If any provision of these Terms and Conditions is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms and Conditions will continue in full force and effect.

**Entire Agreement**

The Terms and Conditions and our Privacy Policy constitute the sole and entire agreement between You and The Giving App LLC regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

**Your Comments and Concerns**

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