

## GIVENGAIN TERMS OF USE

We run a service called GivenGain and would love for you to use it. Our basic service is free for individuals and organizations, and we offer paid upgrades for advanced features such as the Foundation Account. Our service is designed to give you as much control and ownership over what goes on your account as possible and encourage you to express yourself freely. However, be responsible in what you publish. In particular, make sure that none of the prohibited items listed below appear on your publicly available pages or get linked to from your account (things like spam, viruses, or hate content). You can check our page on types of accounts to get a sense of the type of content that are welcome on our service (or not!). If you find a GivenGain account that you believe violates our terms of service, please let us know.

### TERMS OF SERVICE

The following terms and conditions govern all use of the GivenGain websites and all content, services and products available at or through the websites, including, but not limited to, the GivenGain Foundation Account ("Foundation Account"), (taken together, the Website).

The Website is owned and operated by GivenGain International Ltd., whose registered office is Trafalgar House, 25 Nelson Street, Douglas, Isle of Man IM1 2AN. GivenGain also offers you a way to donate through the GivenGain Foundation ("GivenGain Foundation"), whose registered office is Chalet la Renarde, Chemin des Rapes, 1884 Villars-sur-Ollon, Switzerland. The Website is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, GivenGain's Privacy Policy) and procedures that may be published from time to time on this Site by GivenGain (collectively, the "Agreement").

Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the web site, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services. If these terms and conditions are considered an offer by GivenGain, acceptance is expressly limited to these terms. The Website is available only to individuals who are at least 16 years old.

**Your GivenGain Account and Site.** If you create an account on the Website, you are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the account. You must not describe or assign keywords to your account in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others, and GivenGain may change or remove any description or keyword that it considers inappropriate or unlawful, or otherwise likely to cause GivenGain liability. You must immediately notify GivenGain of any unauthorized uses of your account or any other breaches of security. GivenGain will not be liable for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions.

**Responsibility of Contributors.** If you operate an account, comment on an account, post material to the Website, post links on the Website, or otherwise make (or allow any third party to make) material available by means of the Website (any such material, "Content"), You are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:

- the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
- if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;
- you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
- the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- the Content is not libelous or defamatory (more info on what that means), does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;
- your account is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods;
- your account is not named in a manner that misleads your readers into thinking that you are another person or company or organization. For example, your account's URL or name is not the name of a person other than yourself or company or organization other than your own; and
- you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by GivenGain or otherwise.

By submitting Content to GivenGain for inclusion on your Website, you grant GivenGain a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing and promoting your account. If you delete Content, GivenGain will use reasonable efforts to remove it from the Website, but you acknowledge that caching or references to the Content may not be made immediately unavailable. Without limiting any of those representations or warranties, GivenGain has the right (though not the obligation) to, in GivenGain's sole discretion (i) refuse or remove any content that, in GivenGain's reasonable opinion, violates any GivenGain policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Website to any individual or entity for any reason, in GivenGain's sole discretion. GivenGain will have no obligation to provide a refund of any amounts previously paid.

**Fees and Payment.** Optional paid services are available on the Website. By selecting a service you agree to pay GivenGain the subscription fees indicated for that service (the payment terms for the Foundation Account are described below). Payments will be charged on the day you sign up for a service and will cover the use of that service for a monthly or other period as indicated. Any monthly fee shall be due and payable to GivenGain in advance on the billing date as displayed in the service. GivenGain reserves the right to suspend the accounts of users who fail to make payments on their selected paying plan. All fees are non-refundable, in whole or in part, even if the service is suspended, cancelled or transferred prior to the end of your then current service month. "GivenGain" will appear on your billing statement.

**Responsibility of Website Visitors.** GivenGain has not reviewed, and cannot review, all of the material, including computer software, posted to the Website, and cannot therefore be responsible for that material's content, use or effects. By operating the Website, GivenGain does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Website may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Website may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. GivenGain disclaims any responsibility for any harm resulting from the use by visitors of the Website, or from any downloading by those visitors of content there posted.

You agree to immediately report any suspicious, dishonest, misleading or fraudulent activity on this site. GivenGain will investigate all such claims. Any user found to have posted false or misleading information will be banned from further use of this site. GivenGain reserves the right to remove any user, organization or cause it deems as inappropriate, at its sole discretion.

**Content Posted on Other Websites.** We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which GivenGain links, and that link to GivenGain. GivenGain does not have any control over those non-GivenGain websites and webpages, and is not responsible for their contents or their use. By linking to a non-GivenGain website or webpage, GivenGain does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. GivenGain disclaims any responsibility for any harm resulting from your use of non-GivenGain websites and webpages.

**Donations.** GivenGain offers you a way to donate through the GivenGain Foundation. Every charity or organization featured has a contractual agreement with the GivenGain Foundation. By clicking the "Donate" button when making a donation, you agree to these Terms, including without limitation this section. You understand that this section does not constitute legal or accounting advice, and that you should consult your own tax advisor for information regarding the tax consequences to you of your donation. You understand that the tax rules governing the deductibility of your donation are complex and will differ depending on many factors, including your country of citizenship. You understand that, generally, a U.S. individual may not claim a personal U.S. income tax deduction for any charitable donation to a non-U.S. organization. You understand that your contribution is to the GivenGain Foundation, a Foundation registered in Switzerland, that processes donations and disburses funds to charities and organizations based on donor recommendations made through the GivenGain website. You agree that, like any tax-deductible charitable contribution, your donation is non-refundable and cannot be cancelled or returned once it has been completed. You agree that the GivenGain Foundation will deduct a small transaction fee from your donation to cover standard processing costs and that this fee is deducted before the GivenGain Foundation disburses your donation to the charity or organization. Your credit card statement will list GivenGain as the merchant. If you have questions related to the donation process, please contact the GivenGain Foundation at support@givengain.org. GivenGain or the GivenGain Foundation is not responsible for any dissatisfaction you may have regarding the recipient organization's use of any donation you may make through the Website or websites powered by us. Please note that the recipient organization reserves the right to use your donation for its general purposes. GivenGain or the GivenGain Foundation cannot guarantee that funds will be earmarked for a particular appeal, unless specifically stated by the recipient organization itself. When a donation is made on the Website the transaction is final and not disputable unless unauthorized use of your payment card 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.

**Gift Aid.** Charities registered in the United Kingdom are entitled to 28% tax reclaim from the Inland Revenue on every £1 donated by UK taxpayers. Donors will be asked to confirm whether or not they are UK taxpayers, as tax can only be reclaimed on donations made by individuals who pay UK income or capital gains tax at least equal to the amount reclaimed on their donations in the current tax year. Donors who pay tax at the higher rate can reclaim tax relief on their gross donation at 18% (the difference between the higher rate of tax at 40% and the basic rate at 22%). The Gift Aid scheme is unique to the UK.

**Donor's Responsibility of Due Diligence.** While it is the desire of GivenGain to maintain an accurate and up-to-date database of organizations and their projects, we cannot and do not screen each individual cause and project, nor do we make any warranties about the accuracy or authenticity of any causes and projects. This service is offered free of charge for donors and we rely on the integrity of all users to represent themselves honestly and accurately. We require all organizations on this site to abide by policies and guidelines. Additionally, each participating organization's bank account must be verified by its local bank to reduce the likelihood of posting misleading or dishonest information. Also, because organizations and projects on this site will be viewed by numerous experienced and discerning donors, it is likely that any counterfeit proposals would be detected quickly. GivenGain will investigate all such reports of abuse from its users. Any organization found to have posted false or misleading information will be banned from further use of this site. Nevertheless, donors are strongly encouraged to perform their own due diligence on the organizations and projects they find in the GivenGain directory, bearing in mind that these organizations and projects are not "approved" by GivenGain or the GivenGain Foundation, nor has their authenticity been validated in any way by us. Possible investigative steps you may want to consider include:

- You could contact the organization directly by phone or e-mail, requesting more detailed information and historical data. You may also wish to ask for references or other proof of their work.
- You could contact a trusted associate (particularly in the country of origin or someone who has close ties to or knowledge of that particular country and/or cause) to further research your findings.
- You could contact your professional advisor or tax accountant to help research or answer any questions you might have. Only once you have established the validity of the organization and the project should you contact the organization or project leader to discuss your donation.

You agree to conduct your own due diligence and that GivenGain or the GivenGain Foundation may not be held liable in any way for any counterfeit organization or project found on this site. Charities and non-for-profit organizations can have similar names: it is your responsibility to check that you are donating to the organization you intended.

#### **Foundation Accounts.**

- *Fees; Payment.* By signing up for a Foundation Account you agree to pay GivenGain the monthly service fees indicated at <http://www.givengain.com/cgi-bin/giga.cgi?cmd=pricing> in exchange for the services listed at <http://www.givengain.com/cgi-bin/giga.cgi?cmd=gain>. Applicable fees will be invoiced starting from the day your Foundation Account is established and in advance of using such services. GivenGain reserves the right to change the payment terms and fees upon thirty (30) days prior written notice to you. Foundation Accounts can be canceled by you at anytime on 30 days written notice to GivenGain.
- *Support.* Foundation Accounts include access to priority email support. "Email support" means the ability to make requests for technical support assistance by email at any time (with reasonable efforts by GivenGain to respond within one business day) concerning the use of the Foundation Accounts. "Priority" means that support for Foundation Accounts customers takes priority over support for users of the standard, free GivenGain account services. All Foundation Accounts support will be provided in accordance with GivenGain standard Foundation Accounts practices, procedures and policies.
- *Acceptance Criteria.* Any organization is invited to apply for a GivenGain Foundation account on this site, provided it does not: a) Provide inaccurate information b) Impersonate any person or use a name not legally authorized to use c) Promote obscene or pornographic materials d) Promote violence e) Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age f) Promote illegal activities g) Facilitate gambling, sweepstakes, lotteries or multi-level marketing schemes h) Include "GivenGain", "GivenGain Foundation" or variations or misspellings thereof in their domain names i) Solicit money or investment contrary to applicable law or rule j) State or imply that GivenGain endorses its organization, its website or its contents k) Violate intellectual property rights. Any authorized representative of such a qualified organization may post his/her requests for support so long as the organization is the designated recipient of any funds received through the GivenGain Foundation.
- *Application.* To begin the Foundation Account registration process, you must submit a complete application via the GivenGain web site at [www.givengain.com](http://www.givengain.com). We will evaluate the application and will notify you of its acceptance or rejection based on the above qualifications. Notwithstanding the above qualifications, we may refuse service to any organization without having to motivate or state any reason.
- *Donations.* In order to receive donations from website visitors, you must enter into a separate agreement with the GivenGain Foundation.
- *Responsibility to Maintain Fresh and Accurate Content.* Information about your cause, which may include images, will be viewed by a wide audience of potential donors, most of whom would never have discovered your cause had they not logged onto this site. Because it is the desire of GivenGain to maintain an accurate, up-to-date database of information, we rely on the integrity of all users to represent themselves honestly and accurately. Should any changes occur to the status of a cause, its leadership team, its vision and mission statement, its contact details, its banking details, its projects, or its administrators or authorized representatives, you agree, within five days of such changes, to log onto GivenGain and revise the contents where applicable. Additionally, you agree to update your cause profile as it changes or becomes obsolete. You may update or change your content as often as you wish. Content stay active in GivenGain for 12 months unless otherwise specified by you.
- *Responsibility to Prospective Donors.* You and your cause should expect to be contacted by donors directly should they have further interest or additional questions not answered in the original content provided. You agree to accommodate donors who learn of your cause through GivenGain.

- **GivenGain Mobile Services.** GivenGain facilitates the sending of mobile text (SMS) messages. You are responsible for paying all access charges incurred while using the mobile service, and we make no guarantee as to the continuous availability of the mobile service. Messages shall be deemed to have been sent when GivenGain has delivered/sent the messages to the immediate destination that our software is programmed to do, including SMTP servers, Mobile telephone networks, or any other intermediary server or API that is deemed to be the point of dispatch of the message. We do not guarantee the delivery of mobile text messages to mobile phones on behalf of mobile telephone networks. GivenGain lays no claims to its network coverage. Although GivenGain focuses on providing extensive coverage, mobile networks may choose from time to time to not be part of GivenGain or its service providers' networks. This may result in messages not being delivered. GivenGain has set no fixed upper limit on the number of mobile text messages you may send through the service apart from how many mobile credits are left in your account; however, GivenGain reserves the right, at its sole discretion, to determine whether or not your conduct is consistent with the letter and spirit of this agreement and may terminate the service if your conduct is found to be inconsistent with the agreement. GivenGain may, in the future, without prior notification, limit the amount of message storage space available to each user. Messages may be delivered late due to queuing or network traffic. This will still result in the message being seen as "sent". All mobile messaging fees are payable up front. Upfront payment refers to payment that is made within a reasonable time so as to allow GivenGain to add the SMS credits to your account.
- **GivenGain E-mail Services.** You agree to import, access or otherwise use only permission-based lists (purchased lists may not be used). You cannot mail to distribution lists, newsgroups, or spam email addresses. You are responsible for monitoring, correcting, processing unsubscribe requests within 10 days, and updating the email addresses to which messages are sent through your GivenGain account. E-mails that you send through the GivenGain service may generate abuse complaints from recipients. As a matter of privacy, we cannot share with you the e-mail addresses of those who complain about receiving your e-mail. You are responsible for ensuring that your e-mail messages do not generate a number of abuse complaints in excess of industry norms. GivenGain, in its sole discretion, shall determine whether your level of abuse complaints is within industry norms, and its determination shall be final, binding and conclusive for all purposes under this Agreement. You agree that GivenGain makes no guarantee that HTML messages will be rendered properly on all recipients' e-mail programs, due to the wide variety of HTML generation tools available. By using GivenGain's E-mail service, you agree not to import or send to any e-mail address (1) for which you do not have explicit, provable permission to contact in relation to the topic of the email you're sending, (2) you bought, loaned, rented or in any way acquired from a third party, (3) you have not used within the last two years, or (4) you collected from the Internet.

**Copyright Infringement and DMCA Policy.** As GivenGain asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by GivenGain violates your copyright, you are encouraged to notify GivenGain in accordance with GivenGain's Digital Millennium Copyright Act ("DMCA") Policy. GivenGain will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. In the case of a visitor who may infringe or repeatedly infringes the copyrights or other intellectual property rights of GivenGain or others, GivenGain may, in its discretion, terminate or deny access to and use of the Website. In the case of such termination, GivenGain will have no obligation to provide a refund of any amounts previously paid to GivenGain.

**Communication from GivenGain.** You agree to receive periodic e-mail announcements from GivenGain on policy changes, software updates, and/or functionality enhancements. Knowledge of these is required for proper use of GivenGain. We respect your privacy. All notices will be sent by e-mail or will be posted on the GivenGain web site. When providing notice by e-mail, we will send notices to you at the e-mail address maintained in user records. All users must monitor their e-mail messages frequently to ensure they are aware of any notices sent by us. E-mail notices are deemed written notices for all purposes for which written notices may be required. E-mail notices are deemed received the business day after transmission if properly addressed to the intended recipient.

**Confidentiality.** Unless required by law, you will treat GivenGain's intellectual property as confidential and proprietary, and not disclose them to anyone without GivenGain's prior written consent. You may not use GivenGain's trademarks and advertising without GivenGain's permission, and then only in ways agreed to by you and GivenGain. Upon termination of this agreement, you will promptly return any of GivenGain's property in your possession.

**Data.** In order to provide the highest level of service to all GivenGain users, data provided by you for processing will be combined with data from all GivenGain users. The combined database will be used for risk analysis of user transactions. Ownership of the combined database remains with GivenGain. Credit card and other account information from GivenGain's database will not be provided to you or any other party during this agreement or upon termination of this agreement. You are responsible for maintaining a record of all account information for your own use as well as for backup in the event of a system failure that requires restoration. Any attempt to gain access to GivenGain's database or systems by you, or anyone directly or indirectly associated or related to you, however remotely, will constitute a material breach of this agreement. In the event of any such attempt to gain access, GivenGain may immediately terminate this agreement, and you will immediately return to GivenGain all copies of any information obtained by this access.

**Intellectual Property.** This Agreement does not transfer from GivenGain to you any GivenGain or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with GivenGain. GivenGain, GivenGain, GivenGain, the GivenGain logo, and all other trademarks, service marks, graphics and logos used in connection with GivenGain, or the Website are trademarks or registered trademarks of GivenGain or GivenGain's licensors. Other trademarks, service marks, graphics and logos used in connection with

the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any GivenGain or third-party trademarks.

**Changes.** GivenGain reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. GivenGain may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

**Termination.** GivenGain may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your GivenGain account (if you have one), you may simply discontinue using the Website. Notwithstanding the foregoing, if you have a Foundation Account, such account can only be terminated by GivenGain if you materially breach this Agreement and fail to cure such breach within thirty (30) days from GivenGain's notice to you thereof; provided that, GivenGain can terminate the Website immediately as part of a general shut down of our service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

**Disclaimer of Warranties.** The Website is provided "as is". GivenGain and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither GivenGain nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. If you're actually reading this, here's a treat. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.

**Limitation of Liability.** In no event will GivenGain, the GivenGain Foundation, or their suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement or substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to GivenGain under this agreement during the twelve (12) month period prior to the cause of action. GivenGain shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

**General Representation and Warranty.** You represent and warrant that (i) your use of the Website will be in strict accordance with the GivenGain Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

**Indemnification.** You agree to indemnify and hold harmless GivenGain, the GivenGain Foundation, their contractors, and their licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to out of your violation this Agreement.

**Miscellaneous.** This Agreement constitutes the entire agreement between GivenGain and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of GivenGain, or by the posting by GivenGain of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Website will be governed by English laws, excluding any possible conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the courts located in the United Kingdom. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service. ("JAMS") by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in London, United Kingdom, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; GivenGain may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.