

HELLO!

Welcome to the Benevity Causes Portal.

The Benevity Causes Portal has been developed by Benevity, Inc. ("**Benevity**", or sometimes referred to as "**our**" or "**us**"). Benevity's mission is to act as a catalyst to infuse a culture of Goodness into the world, democratizing access for your organization to various corporate programs while simplifying processes for inclusion, sharing your stories, projects and events, accessing donor information, and automating the reporting, receipting and payment of every donation.

[In short, we're trying to change the world with you!](#)

One of the ways that we are working towards our mission is by licensing specialized technology and providing related support services to companies around the world (which we refer to as "**Participating Businesses**" "Participating Businesses") to power their giving, matching, volunteering, grantmaking and pro-social behavioral change programs. In doing this, we help Participating Businesses better engage employees and customers around giving back to the causes relevant to them, both in a global context and in their local communities.

Benevity knows that powering some of the world's largest corporate giving programs effectively requires that all parts of the cause "ecosystem" are well served (that's you!). We are pleased that you ("**you**" or the "**Eligible Cause**") have chosen to review our Terms of Use so that you can understand and take advantage of how Benevity is leveraging automation and aggregation to reduce the associated administrative burden incurred by causes. In addition to inclusion in Benevity's database of Eligible Causes (the "**Eligible Cause Database**") and having the opportunity to receive donations via the Giving Programs of Participating Businesses (more on that below), Eligible Causes that have agreed to these Terms of Use and onboarded with Benevity receive additional tools and benefits as well, including access to the Benevity Causes Portal, donation reports and a dedicated causes support team.

A couple of things to note:

Definitions and FAQs. If you have questions or need assistance with using the Benevity Causes Portal, consult our [FAQ section \(https://causeshelp.benevity.org/hc\)](https://causeshelp.benevity.org/hc) or email us directly through the "Help" section of the site and a member of our team will get back to you. Any capitalized terms used in this document or in the self-certification form (to be described in more detail below) and not defined in the text of any particular section, have the respective meanings set out in the [Glossary](#) at the bottom of this document.

How It Works. Benevity utilizes a proprietary cloud-based platform (the "**Benevity Platform**") to allow authorized users (i.e. customers or employees of Participating Businesses or consumers at large) to make contributions of time, talent, money or other resources to Eligible Causes. Benevity has also developed a series of global Cloud-based or 'Software-as-a-Service' ("**SaaS**") products for corporate Goodness programs, notably including employee giving and volunteering.

The database of Eligible Causes exposed to Donors in any particular Giving Program may include all or any subset of the entire Eligible Cause Database. The extent and manner of presentation of the Eligible Cause Database available to Donors will be dependent upon the eligibility requirements of the Giving Program determined by the applicable Participating Business. Donors choose the Eligible Causes to which they wish to direct their donations ("**Donor Advice**").

Hot Tip! The richer, more accurate, more graphic, and more current the profile and content of an Eligible Cause within the Eligible Cause Database, the greater the likelihood that a Donor may choose it. So, make sure to spend some time building your profile! In fact, client studies show that organizations that keep their portal new and engaging, highlight specific projects and stories and feature specific volunteer opportunities see a marked increase in donations and volunteerism via the Benevity Platform (sometimes it's even as much as double!).

Benevity facilitates real-time tax receipting and donation funds distribution by engaging with certain registered charities in various countries (collectively, the “Foundations”) which are able to accept (through the Benevity Platform) contributions from Donors and distribute them to Eligible Causes in furtherance of the Foundations' charitable purposes via a donor advised fund, community foundation or equivalent arrangement.

To help match Eligible Causes with Participating Businesses' Giving Programs, we have developed a self-certification form that should be completed by you as part of the Benevity Causes Portal onboarding process for Eligible Causes. The self-certification form is a short click-through agreement that provides Participating Businesses with information about your organization to help them determine whether your organization is eligible for inclusion under their giving program. See [the self-certification form](http://causes.benevity.org/causesapp/self_certification/840-010602428) (http://causes.benevity.org/causesapp/self_certification/840-010602428) for more details and access to the click-through agreement.

Hot Tip! By completing the self-certification form you will streamline your eligibility for inclusion in thousands of corporate and other giving programs around the world. It's simple, easy and only takes a few minutes to complete!

Finally, since a key element of Benevity's social mission is to bring aggregation, automation and cost efficiencies to the processing and distribution of donations, our strong preference is to transfer funds electronically by EFT/ACH. As you may know, the problem of uncashed, misdirected and stale-dated checks to charities is a huge one - particularly in North America - not to mention the manual processing involved. **To avoid this and help ensure timely and accurate payments on a monthly basis, you will be encouraged to provide us with the requisite information for us to enable electronic payment of donations to you.**

By utilizing the Benevity Causes Portal or the Benevity Platform or by accepting the receipt of donation funds from a Foundation or otherwise participating in a Giving Program (the “Services”), you agree to these terms of use (as amended from time to time, the “Terms of Use” or this “Agreement”). If you do not agree with the Terms of Use, you cannot utilize the Benevity Causes Portal or Services, nor be eligible to accept distributions from the Foundations via the Benevity Platform.

I. Terms of Use

1. Overview

- 1.1 Participating Businesses have established Giving Programs to facilitate the donation of amounts that are provided, earned or acquired by Donors through participation in such programs to a list of causes within the Eligible Cause Database, including the tracking of volunteer hours and the execution of Matching or Grant Programs. The general purpose of the Giving Programs is to facilitate the making of donations of time, talent, money or other resources by Donors and other users of the Benevity Platform to Eligible Causes.
- 1.2 These Terms of Use set out the terms and conditions applicable to Eligible Causes using the Benevity Causes Portal, the Benevity Platform and all Giving Programs which utilize its functionality and supersede

all previously published terms or agreements with Benevity relating to Eligible Causes. These Terms of Use are separate and distinct from all agreements entered into between Benevity or a Participating Business and any Eligible Cause relating to specific Giving Programs or the acceptance of gifts through the Benevity Platform. The Terms of Use may be amended at any time by Benevity posting the amended version to the Benevity Causes Portal, with effect as of the date and time of posting.

- 1.3 Benevity will endeavor to provide the Services in a timely and professional manner, but will not be legally responsible or liable to you for any failure to do so. Further, Benevity reserves the right to change, modify or discontinue any or all of the Services and to suspend the Services for maintenance and testing purposes at any time and from time to time, with or without notice.

2. Your Cause Profile and Account Responsibilities

- 2.1 If you agree to the Terms of Use, you may use the Benevity Causes Portal and have access to the Services. It is your responsibility to maintain the confidentiality and currency of your Cause Profile login and passwords. You are responsible for all actions taken or not taken by all users of your login and passwords.
- 2.2 The Benevity Causes Portal includes a profile containing various information relating to your organization (the "**Cause Profile**") that can be created or updated by you and displayed via the Benevity Platform. Once 'claimed' or created, your Cause Profile will be viewable by the employees and customers of Participating Businesses and other users of the Benevity Platform. The following rules govern your Cause Profile:
 - 2.2.1 You understand that the Content of your Cause Profile posted by you ("**Cause Profile Content**") and any other Content relating to you will not be reviewed by Benevity and does not necessarily reflect the views of Benevity, any Foundation or any Participating Business.
 - 2.2.2 You agree that all Cause Profile Content and account information will be accurate, complete and not misleading and that you will keep it current.
 - 2.2.3 You agree that Benevity may, but is not obligated to, remove any Cause Profile Content, with or without prior notice to you, that it determines in its discretion is untrue, inaccurate, incomplete, misleading, fraudulent, threatening, libelous, defamatory, or otherwise inappropriate. Benevity's failure to modify or remove any Cause Profile Content, however, is not a warranty, endorsement, representation, or guarantee regarding such Cause Profile Content.
 - 2.2.4 You agree that the posting of Cause Profile Content is solely your responsibility. Neither Benevity nor any Foundation or Participating Business assumes responsibility for the accuracy of any information, ideas or opinions posted by you or other users of the Benevity Platform and are not liable for any claims, damages or losses resulting from such information, ideas or opinions.
- 2.3 The Benevity Platform was designed to enable the Foundations to make distributions of Donation Funds to Eligible Causes by monthly electronic deposit via EFT/ACH. In order to do this, you will be encouraged to provide the banking information in the **Funds Transfer Document** for your Eligible Cause. The information contained in the Funds Transfer Document will be considered Confidential Information and will not be used by Benevity except to the extent necessary to process Donation Funds in accordance with this Agreement. The only action enabled by virtue of your provision of banking information will be the deposit of funds to the account provided. You promise that the banking information provided to Benevity for your organization is true, accurate, complete and in no way misleading or fraudulent. If Benevity suspects or learns that the banking information provided to Benevity for your organization is incorrect, inaccurate, incomplete, misleading or fraudulent, Benevity may exercise any and all remedies available to it under these Terms of Use or at law, which may include filing a criminal complaint with the relevant authorities.

2.4

You authorize Benevity to make any inquiries, at our discretion or pursuant to a random audit from a Participating Business or regulatory body, to validate your identity or compliance with the Eligibility Requirements in Section 3.1, authorization to represent your Eligible Cause, and any Cause Profile Content. This may include asking you for further information, requiring you to take steps to confirm the tax-exempt status of your Eligible Cause, ownership of your email address or banking information, the veracity of the statements made in your self-certification form or Funds Transfer Document, or verifying your personal connection to your Eligible Cause through third party sources. You agree to cooperate with us in doing so.

- 2.5 In connection with your use of the Benevity Causes Portal and the Services, you agree that you will:
- 2.5.1 Comply in all material respects at all times with the Eligibility Requirements set out in Section 3.1 and all applicable law;
 - 2.5.2 Perform all your obligations under these Terms of Use in good faith;
 - 2.5.3 Not facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Content;
 - 2.5.4 Not use any robot, spider, other automatic device, or manual process to monitor, scrape or copy the Benevity Causes Portal or any related Content without our prior written permission; or
 - 2.5.5 Not take any action that in any way threatens or undermines the security, stability or continuity of the Benevity Platform.

3. Participation and Acceptance

- 3.1 Eligibility for and participation in the Benevity Causes Portal and Services are determined by, among other things, your organization satisfying the following requirements on an ongoing basis (collectively, the **"Eligibility Requirements"**): (i) being recognized as a registered tax-exempt public charity with your local government or regulatory authority (the **"Country Authority"**) and under applicable tax and charity laws (**"Tax Laws"**); (ii) remaining in good standing with the Country Authority under the Tax Laws and operating in compliance with all other applicable law; (iii) your Eligible Cause, as well as any of its directors, officers, trustees, advisors or employees, not appearing on any local or internationally recognized anti-terror, anti-money laundering, anti-bribery or other 'watch lists' including, but not limited to, OFAC, EU Consolidated List, and OSFI Consolidated List (**"Watch Lists"**); (iv) your Eligible Cause, as well as any of its directors, officers, trustees or employees and authorized agents, not publishing content on behalf of your Eligible Cause that condones violence, incites hatred or promotes discrimination against a group of people that have received protection under applicable anti-discrimination laws (v) maintaining presence only in jurisdictions not subject to international sanctions, (vi) if applicable, complying with any declarations submitted by you respecting the provisions of the self-certification form; and (vii) being accurately described in and reflected by your Cause Profile Content. Failure to meet any of the Eligibility Requirements may result in, among other things, withholding of distribution of Donation Funds or termination of Services, which may include your organization being removed from the Benevity Causes Portal and the Eligible Cause Database or particular Giving Programs immediately and without notice. In the case that you have received Donations Funds when you do not meet the Eligibility Requirements, you agree to return such funds to the Foundation within ten (10) days of a written request to do so.
- 3.2 You acknowledge your right to participate in the self-certification form accessible through the Benevity Causes Portal. Agreeing to the applicable clauses in the self-certification form may qualify your Eligible Cause for consideration in one or more Giving Programs, but such inclusion is completely at the discretion of the relevant Participating Business. Benevity has the right (but no obligation) to display information

about any and all clauses/declarations you make in the self-certification form in connection with search, eligibility and policy compliance requirements relating to the Eligible Cause Database, vetting for Giving Programs, Eligibility Requirements and related uses. Failure to complete and maintain a current self-certification form will limit your Eligible Causes participation in some Giving Programs, and may deter some Donors from contributing to your Eligible Cause through the Benevity Platform. The self-certification form must be completed on an annual basis in order to remain in effect, and will expire automatically without notice to you on each anniversary of the date of submission of the self-certification form unless re-certified prior to such date.

- 3.3 Giving Programs may include campaigns or programs where a Participating Business allows a Donor to publicly support an Eligible Cause (for example, where a Participating Business advertises to the public that a portion of the proceeds generated from the sale or use of a given product or service will be donated to an Eligible Cause selected by a Donor). If there are statutory requirements applicable to such campaigns or programs, Benevity will endeavor to meet those requirements on your behalf. To this end, Benevity or the relevant Foundation may enter into statutorily required contracts or file required documents on your behalf to protect your rights and ensure compliance under applicable laws. If you do not wish to participate in such a campaign or program, please e-mail causes@benevity.org (<mailto:causes@benevity.org>) to opt out.

4. Receipt of Donation Funds and Other Gifts

- 4.1 You agree that any and all gifts received by you via the Benevity Platform will be used in accordance with your stated policies and, where applicable, for authorized activities described in your Cause Profile. If you create a project or volunteering opportunity or grant application as part of your Cause Profile Content, you agree that any gifts of time or money that are allocated by Donors to such project or volunteering opportunity will only be used for such purposes. If this will not be the case, you will contact Benevity immediately, and if requested, you agree to return any Donation Funds that were allocated for such purposes. You agree and undertake in particular (i) that any and all gifts received by you from a Foundation will be applied only for purposes which are both charitable under the applicable law of the jurisdiction of that Foundation and within the stated purposes of that Foundation and (ii) to comply fully with any request from the Foundation or Benevity in connection with the application of any such gift (such requests may include audits and investigations of your Eligible Cause or recipients of funds whether random or at our discretion), and (iii) to return to that Foundation any gift which is not so applied.
- 4.2 Many Tax Laws prohibit causes from promising or providing goods and services (e.g. tickets to events or raffles) in exchange for making a donation to a donor advised fund or similar arrangement. Accordingly, you agree not to provide more than an incidental benefit or any other impermissible benefit as set out under applicable law to a Donor in exchange for Donation Funds when received via the Benevity Platform.
- 4.3 Some programs included in the Benevity Solutions (i.e. Spark) and certain other applications of the Benevity Platform provide an opportunity for Donors to indicate preferences for specific use of the Donation Funds (the “**Donor Comments**”). The Donor Comments are then made available to you through the Benevity Causes Portal. Although these Donor Comments do not create binding obligations upon Benevity or any Foundation, you agree to use your reasonable best efforts to follow the preferences expressed in Donor Comments, unless the Donor Comments are contrary to applicable law (including situations where Donor Comments imply that the Donor is seeking an improper personal benefit). Notwithstanding the foregoing, on occasion you may receive binding instructions from a Participating Business, in connection with a grant, as to how such grant Donation Funds are to be applied. In this

circumstance, you are required to follow such binding instructions or, if that is not possible, you agree to return such grant Donation Funds to the Foundation.

- 4.4 Upon written notice from Benevity, you agree to return the full amount of any Donation Funds sent to you to Benevity or the relevant Foundation where the transaction(s) giving rise to such Donation Funds are reasonably determined by Benevity to require reversal, whether because of credit card or other repudiation, fraud or other error.

5. Payment of Donation Funds and Applicable Fees

- 5.1 Gifts made by Donors via the Benevity Platform will be received by a Foundation and thereafter will normally be a tax-receiptable donation made by the Donor to the relevant Foundation. Where applicable, the tax receipt will be issued to the Donor via the Benevity Platform (and, for clarity, will be issued for the full amount that is donated by the Donor before any of the fees described in these Terms of Use are applied). All such donations will be subject to a “donor advised fund arrangement” (or equivalent) in the Donor’s favor, and will (unless paid for by a Participating Business or Donor) invite a service fee payable by you to Benevity of 2.9% of amounts disbursed to you, which may be amended from time to time, which is offset against the amounts disbursed by the Foundation to the Eligible Cause in accordance with the Donor Advice (the “**Service Fee**”). Notwithstanding the foregoing, the percentage of the Service Fee may occasionally differ from 2.9% if Benevity has agreed to an exception with a specific Participating Business. This Service Fee is paid in consideration of your access to and use of the Benevity Platform and the Services. In the event the Donor’s gift is made by credit or other payment card using the merchant account (or equivalent) facilities made available via the Benevity Platform, the amount of the gift will be reduced by such merchant account charges (unless paid for by a Participating Business or Donor). Such applicable merchant account charges (“**Merchant Fees**”) will be offset against the amount distributed to Eligible Causes in a manner similar to the Service Fee. For greater certainty, in accordance with the legal requirements for a donor advised fund arrangement, all Donor Advice is subject to the acceptance of such advice by the Foundation in its discretion. Donation Funds held by or on behalf of the Foundation are under the relevant Foundation’s exclusive legal control, and may be used only for charitable purposes and not for any impermissible private benefit. Furthermore, Donation Funds received by you through the Benevity Platform may be used only for charitable purposes and not for any impermissible private benefit.
- 5.2 The respective Foundations will make a monthly transfer of the Donation Funds (less applicable amounts offset against Service Fees and Merchant Fees) to the respective Eligible Causes, either by electronic means or manual check*, provided that: (i) Donor Advice has been provided with respect to any such Donation Funds; (ii) the Eligibility Requirements respecting the advised Eligible Cause under Section 3.1 above have been met at the time of disbursement; (iii) the Donor Advice has not been rejected by the relevant Foundation in its discretion; (iv) the Donation Threshold (defined below) has been met; and (v) all amounts owing by Participating Businesses, Merchant Account providers or other Donors in respect of Donation Funds have been transferred to the applicable Foundations. Benevity will make reasonable commercial efforts to ensure that such monthly distributions are made on the 21st day following the month in which all such requirements are satisfied and such transactions are processed.
- 5.3 Eligible Causes may receive Donation Funds by Electronic Funds Transfer (EFT), Automatic Clearing House (ACH), check or any other payment methods that may be made available through the Benevity Platform. You can provide your Eligible Cause’s banking information through the secure Benevity Causes Portal by submitting the Funds Transfer Form to allow for EFT or ACH transfers. Absent a Funds Transfer Form, distributions will be by manual check until a valid Funds Transfer Form is submitted. Where distributions

are made to an Eligible Cause other than by EFT/ACH, additional fees will be applied for administration and overhead costs associated with the check preparation, issuing, mailing, etc., in the amount of up to the higher of: (i) \$25 per check; or (ii) 7% of the amount of the manual check, to a maximum of \$100 per check (the **“Manual Check Fees”**). Notwithstanding the foregoing, the current policy is that Eligible Causes may receive up to three (3) manual checks before the Manual Check Fees will be applied to future distributions, in order to provide adequate time for you to supply the required information and Funds Transfer Form to Benevity. The amount of Service Fees or Manual Check Fees may be modified by Benevity in its discretion at any time by amendment to this Agreement posted on the Benevity Causes Portal.

Hot Tip! By signing up to receive donations via EFT/ACH, you will have the largest possible portion of donated funds to apply to your good works and be part of a growing trend towards automation and reduced administration costs in the charitable sector!

5.4 The aggregate amount of Donation Funds allocated to an Eligible Causes across the entire Benevity Platform must exceed \$100 or any other amount determined by Benevity (the **“Donation Threshold”**) before a check will be made to an Eligible Cause. However, all amounts allocated to Eligible Causes that are below the Donation Threshold will be “swept” at least annually, resulting in a distribution of such amounts by check on or before the last day of February of each calendar year. Any interest earned on account of Donation Funds prior to disbursement shall accrue for the benefit of the relevant Foundation. The Donation Threshold can be modified at any time by Benevity in its discretion.

Note: In many jurisdictions checks are not available or utilized and all transactions will be by EFT or ACH only.

6. Tax and Tax Receipts

- 6.1 Donation Funds received by a Foundation for charitable purposes will normally represent a tax-receiptable donation by the relevant Donor as a donor advised contribution. In such cases the Benevity Platform (subject to the Tax Laws) will enable generation of a tax receipt to or at the request of the eligible Donor via a URL (PDF), by email (PDF attachment) or via the user interface of the relevant Benevity Solution. The respective Foundations shall determine and advise Benevity as to issuance of appropriate tax receipts.
- 6.2 You are solely responsible for determining the tax treatment of any Donation Funds that are distributed to you via the Benevity Platform.
- 6.3 The Foundations make every reasonable effort to honor the Donor Advice and are authorized to do so for those Eligible Causes included in the Eligible Cause Database, subject to the Tax Laws and eligibility requirements provided in the applicable Giving Program. However, to comply with Tax Laws and Country Authority regulations, each Foundation must retain the exclusive authority, discretion, and legal control over all Donation Funds. In the event that the Donor Advice does not satisfy the Foundation’s criteria or is otherwise inapplicable (such as, if the Eligible Cause no longer satisfied Eligibility Requirements at the time of disbursement or if the Foundation chose not to follow the Donor Advice), the relevant Foundation may select an alternate Eligible Cause to receive the Donation Funds.
- 6.4 Where a Giving Program permits Donors to make donations outside of their home country or where there is no domestic Foundation in place for a specific country, the Donor will receive a record or acknowledgement for their donation via the Benevity Platform (not a formal tax receipt). If additional

documentation is required in order for the Donor to obtain a tax benefit for their donation, you agree to provide Benevity, the Participating Business or the Donor with assistance in obtaining such additional documentation. Subject to Donor consent to disclosure of personal information, Benevity will provide the necessary information to permit you to issue such documentation.

7. Content, Conduct and Intellectual Property

- 7.1 The Intellectual Property Rights in the Benevity Platform and all Content that appears on the Benevity Causes Portal and Benevity Platform, or that is otherwise created or used by Benevity or a Foundation in conjunction with the Services (other than Cause Profile Content defined in Section 2.2 above) (collectively, "**Benevity Content**") are owned by Benevity or its licensors and should be considered Confidential Information for the purposes of this Agreement. Except as expressly permitted in the Terms of Use and without limiting any other restrictions, you agree not to use, share, copy, alter, disclose, scrape, frame, distribute, publish, sell, prepare derivative works based on, or commercially exploit the Services or any Benevity Content, without express written permission from Benevity.
- 7.2 In connection with your Cause Profile, the Benevity Causes Portal allows you to upload, post, or share your Content. You hereby grant a limited, non-exclusive, worldwide, royalty-free license to Benevity and Participating Businesses to display your Content for the purpose of exposing your Cause Profile to Participating Businesses, Foundations, Donors and prospective donors on the Benevity Platform. You further hereby grant to Benevity the limited, non-exclusive, world-wide, royalty-free license to use and to sublicense to the Foundations, Participating Businesses and Donors your Content including your name and logo, for the limited purpose of highlighting or, if applicable, promoting or publicly advertising your Eligible Cause in connection with the use of the Benevity Platform and specifically, the campaigns referenced in Section 3.3 of these Terms of Use.
- 7.3 Benevity acknowledges your ownership of the Cause Profile Content.
- 7.4 The use by Benevity of the Cause Profile Content may include the display of such content in connection with Giving Programs or third-party websites, applications or services that utilize the Benevity Platform. This exposure to Participating Businesses, Giving Programs and Donors does not mean that we review, monitor or endorse the activities of these parties, nor their sites or services. We do not monitor or accept any responsibility for such Giving Programs, third-party websites, applications or services, their use of the Benevity Platform or the interactions you may have with Donors derived from them. Any direct dealings that you have with Donors, the Foundations or with Participating Businesses outside of your interactions with Benevity are between you and such parties, for which you assume full responsibility and you acknowledge that we are not liable for any loss or claim in respect thereof.

8. Acknowledgements, Representations and Warranties

- 8.1 You acknowledge and agree that: (i) Benevity is acting as a licensor and application service provider to the Foundations and the Participating Businesses for the administration of Giving Programs, and is not providing any fundraising or similar services to you; (ii) neither Benevity, the Foundations nor any Participating Business has any obligation or responsibility to you to review or approve your Cause Profile, self-certification form or any of your Cause Profile Content; (iii) the Benevity Platform is typically provided to Participating Businesses on a "cause neutral" basis, and any featuring or highlighting or eligibility of particular Eligible Causes is typically determined by Participating Businesses as part of their respective Giving Programs; (iv) in connection with the provision of search results relating to the Eligible Cause Database, Benevity may present qualitative or other information from public and private sources which it

believes to be reliable to assist Donors and Participating Businesses in their use of the Benevity Platform and choice of Eligible Cause, and Benevity shall have no responsibility to you for the monitoring or accuracy of such information or its consistency with your Cause Profile Content; and (v) in no event will Benevity or any Foundation or Participating Business or their respective employees, directors, licensees, contractors, users, customers or suppliers be liable for any unauthorized access to, or alteration, theft or destruction of any Cause Profile Content, howsoever caused.

- 8.2 Without limiting the foregoing, you represent and warrant to Benevity that: (i) the Cause Profile Content will not infringe, or constitute the misappropriation of, any Intellectual Property Right of any third party, and you hold all necessary rights, licenses and other consents to permit the use of the Cause Profile Content as contemplated in the Terms of Use; (ii) the Cause Profile Content will not contain material that is defamatory, slanderous, libelous, or obscene, portray any person in a false light, or constitute an invasion of any right to privacy or an infringement of any right to publicity, or otherwise violate any rights of any third party; and (iii) the use of the Cause Profile Content in accordance with this Agreement will not expose Benevity or any Foundation or Participating Business or their respective employees, directors, licensees, contractors, users, customers or suppliers to criminal, regulatory or civil liability or sanction of any kind and (iv) your use of the Services will at all times comply with all applicable law.

9. Confidentiality, Privacy and Ownership

- 9.1 Except to the extent disclosure and use may be specifically permitted elsewhere in this Agreement, all Confidential Information provided or disclosed by one party (the **"Disclosing Party"**) to any other party (the **"Receiving Party"**) shall be considered confidential and proprietary information as of the date of such disclosure, and shall not be disclosed by the Receiving Party to any person or entity except as expressly provided in this Article 9. The Receiving Party will not release, disclose, use, make available or copy any such Confidential Information without the prior written consent of the Disclosing Party except as necessary to carry out its obligations under this Agreement. The Receiving Party may disclose the Disclosing Party's Confidential Information to its employees, agents or subcontractors on a need-to-know basis only and to that party's legal advisors, accountants or other advisors as reasonably necessary. The Receiving Party will take reasonable precautions to protect the confidentiality of such Confidential Information, which must be at least as stringent as the precautions it takes to protect its own Confidential Information.
- 9.2 The obligations with respect to Confidential Information shall not apply to information that: (i) the Receiving Party already knows at the time it is disclosed by the Disclosing Party, unless such information was subject to a confidentiality restriction at the time it was originally disclosed; (ii) is or becomes publicly known without breach of this Agreement; (iii) the Receiving Party received such Confidential Information from a third party authorized to disclose it without restriction; (iv) or that it develops independently without reference to the Confidential Information. If and to the extent the Receiving Party is required by applicable law or valid court or governmental agency order to disclose the Disclosing Party's Confidential Information, it may do so, but only after giving the Disclosing Party advance written notice, so as to allow the Disclosing Party to seek a protective order and the Receiving Party shall fully cooperate, at the reasonable cost of the Disclosing Party, with the Disclosing Party in respect of any legal action that the Disclosing Party may take to limit or prevent such disclosure.
- 9.3 Each party acknowledges and agrees that title to and ownership of the Confidential Information shall remain with the Disclosing Party, and that any Confidential Information disclosed under this Agreement is confidential and proprietary and constitutes valuable trade secret information of the Disclosing Party. All

Confidential Information which constitutes Personal Information will be dealt with by each party in accordance with Applicable Privacy Laws.

- 9.4 Notwithstanding the foregoing, the information provided by you in your Cause Profile, your self-certification form or in connection with the Benevity Causes Portal, as well as information about the donations you receive through the Benevity Platform, is required to manage your utilization of the Benevity Causes Portal, the Benevity Platform, and your participation in Giving Programs. You therefore consent to and authorize each of Benevity and the Foundations, and their respective subsidiaries, affiliates and any other third parties to whom any of the foregoing contract in order to manage Giving Programs and the Benevity Platform and to carry out the terms of this Agreement, to share such information about you, including that information supplied in your Cause Profile and self-certification form or otherwise provided by you on the Benevity Causes Portal.
- 9.5 If you are an authorized user of your Cause Profile, Donor information may be shared with you via a report accessible on the Benevity Causes Portal unless the Donor chooses to remain anonymous at the time of donation. This reporting functionality may include information respecting Participating Businesses ("**Corporate Donor Information**") and individuals ("**Personal Donor Information**") that contributed to the Donation Funds distributed to you via the Benevity Platform. You agree that all Corporate Donor Information and Personal Donor Information (collectively, "**Donor Information**") constitutes Confidential Information within the provisions of this Article 9. For greater certainty, you will not without the prior written consent of the relevant Participating Business or Donor, as the case may be: (i) identify any Participating Business as a contributor to you or your programs; (ii) represent that you are approved or otherwise endorsed by any Participating Business or Donor or Benevity; (iii) make any public disclosure of any Donor Information at any time, except as required by applicable laws; (iv) reference any Participating Business or Donor in your marketing, promotional or other communications of any kind; or (v) otherwise use Donor Information or the name, logo or any Intellectual Property of any Participating Business or Benevity to solicit donations, support, clientele, volunteers or other resources.

10. Limitation of Liability

- 10.1 Benevity reserves the right to change, modify, suspend or discontinue any or all aspects of the Benevity Platform, the Benevity Causes Portal or any Services at any time without notice to you. Benevity makes no representation or warranty, express or implied, as to the accuracy, quality or other attributes of the Benevity Content, the Benevity Causes Portal, the Foundations or the Benevity Platform or results obtained from using them or the legitimacy and legality of any Eligible Cause listed therein or any fitness for a particular purpose. You acknowledge that the Eligible Cause Database is based upon a listing provided and updated by the relevant Country Authority, as enhanced by content provided by Eligible Causes and therefore is not subject to control by Benevity. Further, you acknowledge that the provision of funds to you or the issuance of a tax receipt or other advice through the Benevity Platform or by a Foundation does not represent confirmation, assurance or opinion that the transaction giving rise to such distribution or receipt represents a valid tax credit, deduction, or charitable transaction respecting your Eligible Cause, a Foundation, a Donor or any Participating Business (nor the respective directors, officers, employees, agents, contractors, suppliers, licensors or assigns of Participating Businesses, and such parties, together with the Participating Business are collectively referred to herein as the "**Participating Business Parties**"), and all such parties must rely on their own tax, legal and accounting advice respecting all such matters.

10.2

The Benevity Causes Portal, the Benevity Platform (including without limitation, Benevity Solutions and the Benevity Content), the Services, and any and all other deliverables provided by Benevity, any Foundation, or any Participating Business Party relating thereto are provided “as is” without any warranty of any kind, whether express, implied, statutory, or otherwise, and neither Benevity, any Foundation, nor any Participating Business Party makes, and each of them hereby expressly disclaims, any and all express and implied warranties of any kind or nature, including without limitation, any implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any implied warranties arising from course of dealing or course of performance.

10.3 You acknowledge that the nature of the Benevity Platform and any Services do not enable Benevity, the Foundation or any Participating Business Party to determine in advance the likelihood of the success of such Services, the Benevity Platform or any Giving Program executed in connection with any Participating Business Party. In no event shall Benevity or any Foundation or any Participating Business Party be responsible to you for the use or misuse of the Benevity Causes Portal or the Benevity Platform or the failure by Benevity or any Foundation to provide any Services in a timely manner or at all.

10.4 Notwithstanding anything contained in this Agreement or the Benevity Causes Portal or in any other agreement, existing or future, between you and Benevity, in no event shall Benevity, its affiliates, any Participating Business, any Foundation, or any Donor or their respective employees, directors, licensees, contractors or suppliers, be liable to you for any damages, costs, losses or expenses and you release and indemnify the foregoing parties from any liability, including but not limited to the following categories: (a) loss of profit, loss of revenue, loss of goodwill; (b) indirect or consequential damages, costs, losses or expenses of any nature, or (c) any tax, interest, fines, damages, penalties or other levies imposed by any taxing, governmental or other regulatory authority.

11. Arbitration

11.1 Any claim, dispute or controversy (whether in contract or tort, pursuant to any statute or regulation, or otherwise and whether pre-existing, present or future) arising out of or relating to: (i) this Agreement; (ii) the Benevity Platform, the Benevity Causes Portal, the Services or any Giving Program; (iii) oral or written statements, advertisements or promotions relating to this Agreement or the Benevity Platform or the Benevity Causes Portal or any Giving Program or the Services; or (iv) the relationships that result from this Agreement (including relationships with third parties) (collectively, a “Claim”), will be referred to and determined by a sole independent arbitrator for final determination (to the exclusion of the courts) selected by Benevity. Any decision of Benevity to terminate the listing of an Eligible Cause on the Benevity Platform or to cease providing services to any Eligible Cause is in the sole discretion of Benevity and cannot form the subject matter of any Claim.

11.2 You agree to waive any right you may have to commence or participate in any class action against Benevity, the Foundation, or any Participating Business Party or any Donor related to any Claim and, where applicable, you also agree to opt out of any class proceedings against Benevity, or the Foundation, or a Participating Business Party or a Donor. If you have a Claim, you must give written notice to arbitrate to Benevity at the address on the Benevity Causes Portal. If Benevity or a Foundation has a Claim, it will give you notice to arbitrate at the address provided in your Cause Profile or the address provided by your Country Authority. Arbitration of Claims will be conducted in New York City, NY, USA. The arbitration shall be governed and the arbitrator shall be appointed in accordance with the rules of the International Chamber of Commerce.

12. Miscellaneous Legal Provisions

- 12.1 This Agreement and its benefits are offered at the sole discretion of Benevity. We reserve the right to modify the Terms of Use at any time by posting on the Benevity Causes Portal. You are responsible for regularly reviewing these Terms of Use so that you will be apprised of any changes. Your continued use of the Benevity Causes Portal or acceptance of Donation Funds following any changes to these Terms of Use is your agreement to the changes and you are bound by the then-current version of this Agreement. If any changes are unacceptable to you, you must cease use of the Benevity Causes Portal and return any Donation Funds sent to you.
- 12.2 These Terms of Use apply to your use of the Benevity Causes Portal, the Services and the Benevity Platform at all times. You may terminate this Agreement as it relates to you at any time by emailing causes@benevity.org (mailto:causes@benevity.org). This Agreement and your inclusion as an Eligible Cause may be terminated by Benevity at any time and for any reason, immediately upon the earlier of notice to you by Benevity or the deletion by Benevity of your Cause Profile on the Benevity Causes Portal. Upon termination or expiration of this Agreement the disclaimer of warranties, limitations of liability, miscellaneous provisions, your obligations and our proprietary rights or any other rights of ours which by their nature are intended to survive termination, shall survive, but your right to use the Benevity Causes Portal immediately ceases, and you agree to not accept any Donation Funds following termination.
- 12.3 If Benevity suspects or learns that you have not complied with these Terms of Use, including without limitation those provisions contained Section 2, Benevity may exercise any and all remedies available to it under these Terms of Use or at law including, but not limited to, removing your organization from the Benevity Causes Portal and the Eligible Cause Database or particular Giving Programs immediately and without notice.
- 12.4 No delay or omission by Benevity in exercising any right or remedy contained in this Agreement will operate as a waiver of any of such rights and remedies nor shall it be interpreted as such. Benevity may, in its sole discretion, deviate from the strict observance, performance, or compliance by the Eligible Cause of any terms and conditions of this Agreement. Such deviations will not alter, affect or prejudice any of Benevity's other rights or remedies and will only be effective in the specific instance and for the specific purpose for which it was given and will be deemed not to be a waiver of any other of Benevity's rights or remedies as a result of any other breach of this Agreement.
- 12.5 This Agreement shall be governed by the laws applicable in the State of New York without regard to its conflict of laws provisions. The products and services described in this Agreement are only offered in jurisdictions where they may be legally offered. If any provision of this Agreement is invalid or unenforceable, the invalidity or unenforceability of such provision will not affect the validity or enforceability of the remaining provisions of this Agreement.
- 12.6 This Agreement and the documents and agreements incorporated by reference herein constitute the entire agreement regarding your utilization of the Benevity Causes Portal or any other component of the Benevity Platform. Nothing contained in this Agreement will be deemed or construed by the parties or any third party to create the relationship of partnership or joint venture between or among the parties, it being understood that the parties will at all times remain independent parties for contracting any Services. It is acknowledged and agreed that neither Benevity nor the Foundations nor any Participating Business will be considered a professional fundraiser (or equivalent) for the Eligible Cause.
- 12.7 The parties will co-operate with and assist each other and take such action as may be reasonably necessary to implement and carry into effect this Agreement to its full extent.

12.8 Benevity may provide you with notices regarding the Services, the Benevity Causes Portal, the Benevity Platform or these Terms by regular mail, email, or postings to the Benevity Causes Portal.

12.9 Benevity may assign any or all of its rights or obligations under this Agreement to another party without notice or consent for any reason.

12.10 You acknowledge that your obligations under this Agreement are owed to and for the benefit of Benevity and its affiliates and also owed to and for the benefit of the applicable Foundations. In addition to Benevity's and its affiliates' rights, You acknowledge that the applicable Foundation, as third party beneficiary, has the right to enforce the contractual obligations and is entitled to remedies under this Agreement.

If you have any questions regarding the Terms of Use, please contact us at causes@benevity.org (<mailto:causes@benevity.org>).

II. Glossary of Terms.

As used in the Terms of Use and self-certification form, and in addition to any other terms defined therein, the following terms will have the following meanings:

"Applicable Privacy Laws" means any and all applicable laws and policies relating to privacy and the collection, use and disclosure of Personal Information in all applicable jurisdictions. For greater certainty, Applicable Privacy Laws may mean something different to each of the parties hereto, as each party may be subject to different jurisdictional legal requirements in relation to privacy.

"Benevity Causes Portal" means the online portal available to Eligible Causes to access the Services currently located at [causes.benevity.org \(https://causes.benevity.org/\)](https://causes.benevity.org/).

"Benevity Content" means any and all written, electronic, or other tangible or intangible materials, items and Content provided by Benevity, whether on its own behalf or on behalf of a Foundation, Participating Business or Donor, which may be created and provided by or accessible through the Benevity Platform, and includes without limitation, the Benevity Solutions and the Eligible Cause Database.

"Benevity Platform" means any proprietary software product, hosted ASP service, application programming interface or other service provided by Benevity for the benefit and use by Participating Businesses and Foundations, including without limitation, Benevity Solutions and the Benevity Content.

"Benevity Solutions" means the Software-as-a-Service products developed by Benevity or Benevity's Application Programming Interfaces ("APIs") that are utilized by Participating Businesses from time to time, including those for employee giving, grant-making and volunteering or other embedded giving programs which also utilize the Benevity Platform.

"Confidential Information" means, with respect to any party, all information related to any aspect of such party that is either non-public, confidential, secret or proprietary material or information of such party, whether in verbal, graphic, electronic, written or other form, and which is disclosed to or obtained by the other party in connection with this Agreement.

"Content" means text, images, logos, listings, slides, graphics, drawings, artwork, audio, video, or information contained in any database, template, message, audio, or any other form of audio or visual effect in any media now or hereinafter developed.

“Donor” means either those individuals or organizations that are authorized by a Participating Business to participate in a Giving Program by making a donation of time or money to an Eligible Cause.

“Donation Funds” refer to funds or other resources that are distributed to Eligible Causes in accordance with Donor Advice by a Foundation or otherwise distributed via the Benevity Platform.

“Foundation” means, as applicable, one of the registered charities listed on the Benevity Causes Portal that have agreed with Benevity to provide donor advised fund or community fund administration services in their corresponding specified country, and which will utilize the Benevity Platform to regrant or distribute Donation Funds to Eligible Causes.

“Funds Transfer Document” means the form accessible on the Benevity Causes Portal to be completed by Eligible Causes containing the banking information to enable the Foundations to transfer Donation Funds to such Eligible Cause electronically or using automation technology.

“Giving Program” means any program established by Benevity or a Participating Business to facilitate the donation of time, money, talent or other resources to Eligible Causes via the Benevity Platform, and includes without limitation, volunteering, grant-making and Matching Programs.

“Intellectual Property Rights” means, collectively, patents, trade secrets, copyrights, trademarks, moral rights, databases, inventions, or improvements in any of the foregoing, and all other intellectual property rights and proprietary rights, whether arising under the laws of Canada, the United States or any other state, country or jurisdiction, including all rights or causes of action for infringement or misappropriation of any of the foregoing, in each case now existing or hereafter developed during the term of this Agreement. For greater certainty, Intellectual Property Rights shall include trademarks, trade names, domain names, web-links, brands, business names, designs, graphics, logos and other commercial symbols and indicia of origin, together with any associated goodwill.

“Matching Program” means a Giving Program whereby a Participating Business or other participant in the Benevity Platform allocates or “matches” Donation Funds allocated to Eligible Causes within the Benevity Platform based on Donor Advice provided by users, on terms, in amounts and on such other conditions as may be established for such Giving Program.

“Participating Business” means a corporation or other entity that utilizes the Benevity Platform in accordance with a license or master services agreement entered into with Benevity.

“Personal Information” means information about an identifiable individual (e.g., name and address) as more particularly described in the Applicable Privacy Laws.

Privacy Policy

This web site is operated by Benevity, Inc. and its subsidiary Benevity International, Inc. (together, "Benevity"), companies that together with their affiliates and third party aggregating charity foundations("us", "we") provide employee and consumer giving applications, donation processing software and related applications (the "Benevity Platform")along with additional products. Protecting the privacy and confidentiality of your personal information is a fundamental principle in the relationship that we have with users, corporate clients and corporate sponsors of the Benevity Platform.

This Privacy Policy describes the privacy and information practices respecting personal information of this web site and other web sites and applications that link to this Privacy Policy that utilize the Benevity Platform, including on-demand Web applications like our corporate grant-making and workplace giving, volunteering and pro-social activity measurement solutions(that are created by or for our clients to present such functionality to

users, or any of our other products (collectively, the "Benevity Sites"). These various applications and services in connection with the Benevity Platform or any of our other products are collectively referred to as the "Services". This Policy applies to users of our workplace programs and our other Services as well as charities and non-profits and their employees, members of the public accessing our clients' public-facing Benevity Platform donation portals and other visitors to our Sites such as prospective clients and their employees and subscribers to our web-based informational materials.

"Personal information" means information about an identifiable individual who can be directly or indirectly identified, which does not include information of an aggregate or anonymous nature where a specific individual or individuals cannot be identified.

We provide access and use of the Benevity Sites and Services to you on condition that you accept the terms of this Privacy Policy and any other relevant site documents, and by accessing or using the relevant Benevity Site, you agree to these terms. If you do not agree with and accept this Privacy Policy, you should not access or use any Benevity Site, nor utilize the Services.

We use "cookies" to enable you to sign in to our Services and to help personalize your online experience. A cookie is a small text file that is placed on your hard drive. Cookies can either be permanent (i.e., they remain on your computer until you delete them) or temporary (i.e., they last only until you close your browser). Cookies do not collect personal information. They do collect information that includes the date and time of your visit, your registration information, session identification number and your navigational history and preferences.

Cookies offer many conveniences. They allow us to identify registered users when they return to the relevant Benevity Site so that they can retrieve previous information and interact with the site more efficiently. Cookies also facilitate the use of analytics tools to monitor your navigational history.

You have the ability to accept or decline cookies. Most browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies. If you choose to decline cookies, you may not be able to sign in or use other interactive features of your Benevity Site and Services that depend on cookies. Our Benevity Sites and Services use Google Analytics, a service which transmits website traffic data to Google servers. We use reports provided by Google Analytics to help us understand website traffic and webpage usage.

By using this website or the Services, you consent to the processing of data about you by Google in the manner described in Google's Privacy Policy (<http://www.google.com/policies/privacy/> (<http://www.google.com/policies/privacy/>)) and for the purposes set out above. You can opt out of Google Analytics if you disable or refuse the cookie, disable JavaScript, or use the opt-out service provided by Google (<https://tools.google.com/dlpage/gaoptout> (<https://tools.google.com/dlpage/gaoptout>))

In addition to cookies, we may use other technologies, including single-pixel gifs (also known as web beacons) on Benevity Sites and in e-mail messages or newsletters. These tiny electronic images assist us in determining how many users have visited certain pages or opened messages or newsletters. We do not currently use these images or beacons to collect personal information, and we will tell you by way of amendment of this policy if we do.

By using a Benevity Site, or the Services, you consent to the collection, use and disclosure of your personal information in accordance with this policy. The terms of this policy apply to all personal information collected by us on any Benevity Site. We have created this policy pursuant to the *Personal Information Protection and Electronic Documents Act (Canada)* and other applicable law. Your home jurisdiction may have privacy laws

that are more or less protective than Canadian legislation. (See information for European Economic Area individuals below.)

Note: Benevity Sites may be accessed via or contain links to other Web sites or applications, such as your employer's intranet, a charity's web site, informational links that are embedded within content, and the like. We are not responsible for the information practices or the content of such other Web sites or providers and encourage you to review the privacy statements of such other Web sites or application providers to understand their information practices.

Consent to Collection of Personal Information

Other than the information that is provided by our corporate clients to initiate workplace programs, we only collect personal information about you after you have provided us with your consent to collect that specific information by registering as a user of the relevant Benevity Site or when you voluntarily provide personal information to us (such as for the purposes of a tax receipt to be issued via the Benevity Platform). By voluntarily providing this information to us, you consent to the collection and use of your personal information as set out in this Privacy Policy. You may always choose not to provide personal information, but if you so choose, the Services may not be available to you.

The personal information provided by our corporate clients to initiate workplace programs is to establish the employee's eligibility and log-in credentials, to implement payroll giving, if applicable, and provide reporting to our clients based on office location and business units.

Use of Your Personal Information

Where applicable based upon your usage of a particular Benevity Site, we may collect and use your personal information to:

- create and manage your user account;
- process and report upon your donation, volunteering, charitable gift card, prosocial activities or other transactions;
- provide client service and related assistance to you or the corporate client of the Benevity Site;
- perform research and analysis aimed at improving the Services, the Benevity Platform and the philanthropic landscape;
- display or provide content that is created by you or customized to your interests and preferences;
- to operate interactive areas of the relevant Benevity Site;
- if you are a contributor to any of the third party donor advised foundations that form part of the Benevity Platform, to facilitate your donation transactions and to prepare tax information slips or other acknowledgments;
- to interact with our client corporation that has licensed the Site for its employees and other users;
- if you are a contributor to a news or information forum feature or a user-generated or team fundraising or volunteering event within one of the Benevity Sites, to identify your uploaded content as your content;
- to communicate with you about your donation and volunteering transactions, your use of the Services, and new products and services; and

- to carry out other purposes which are disclosed to you and to which you consent, or are permitted or required by applicable law.

We may send you transaction-related communications such as welcome letters, reminders, donation confirmations, thank-you letters, impact statements and the like. If you are an administrator of a program, we may also send you surveys or marketing communications to inform you of new products or services or other information or offers that may be of interest to you. If you do not wish to receive surveys or marketing communications, you may opt-out by following the “unsubscribe” instructions included within each email communication. Please note that if you choose not to receive marketing or survey communications, you will continue to receive transactional and account communications (e.g. confirmation emails, account balance statements, etc.). For Canadian citizens, in accordance with Canada’s Anti-Spam Legislation, if you wish to receive communications from us, you have the right to opt-in at the time of signing up for Services

We use personal information to provide the Services to you, enhance the operation of the relevant Benevity Site, improve our marketing and promotional efforts, improve our product and service offerings, and to tailor your experience with charities and other third parties. For example, if you send our client services group an email we may use your comments and feedback to tell others about our Services, and may post your comment in our marketing materials or on a Benevity Site. If your comments contain personal information such as your name, we will obtain consent from you to post your name along with your comment prior to posting your comment for public view.

We utilize third-party service providers to manage credit card processing. Neither Benevity, its affiliates, nor the foundations receive or hold your credit card information. These service providers are not permitted to store, retain or use such information except for the purpose of credit card processing of donations, charitable gift cards or other purchases authorized by you through a Benevity Site. Details of their respective privacy and information practices are accessible through their respective merchant platforms that may be accessed via or integrated with a Benevity Site.

Our Platform is designed to facilitate efficient employer and corporate matching programs and is not intended for the processing of “sensitive information” as defined in various jurisdictions including personal health, financial or confidential personal information.

We may share your information in a business transfer. As with any other business, we could merge with, or be acquired by another company. If this occurs, the successor company would acquire the information we maintain, including personal information, subject of course to this Privacy Policy.

We do not sell your personal information to any third party but only transfer personal information to subprocessors as necessary to provide our service. Benevity remains responsible to you for any of your personal information that is shared with third party subprocessors. (However, if you adjust your privacy setting on a particular donation to direct us to release your personal information to the charitable or nonprofit organization to which you are donating, you acknowledge that although Benevity takes reasonable steps to obtain assurance from such organizations to not, unless required by law, disclose your personal information without your consent, Benevity is not responsible for that organization’s use of such information.)

We may share your information for our protection and the protection of others. We reserve the right to disclose your personal information as required by law and when we believe that disclosure is necessary to protect our rights or comply with a judicial proceeding, court order, or legal process served on a Benevity Site; enforce or apply this Privacy Policy, the Terms of Use or other agreements; or protect the rights, property or safety of a Benevity Site, its users, corporate host or others.

Correcting and Updating Your Personal Information

Users participating in relevant workplace programs may update or change their registration information by editing their user or organization record on the relevant Benevity Site. To update a user profile, please login to the relevant Benevity Site with your username and password and click on your name in the header or “User Profile” in the footer. Once in the user profile, edit by clicking on “Tax Receipt Information” to update any of your personal information. To discontinue your account, please contact your employer in the case of a Spark! Site, the corporate host of any other Benevity Site, or email help@benevity.org (<mailto:help@benevity.org>). Any user may request to access or correct their personal information by contacting us at privacy@benevity.com (<mailto:privacy@benevity.com>). We will respond to requests to access, change, or delete such information within 30 days and may be under an obligation to share such request with the corporate host of the Benevity Site.

Retention and Destruction/Anonymization of Personal Information

We retain personal information we collect from you in accordance with applicable law and where we have an ongoing legitimate business need to do so (for example, to provide you with a service you or your employer have requested or to comply with applicable legal, tax or accounting requirements). Canadian law allows us, for legal or business purposes, to retain personal information for as long as is reasonable (typically seven years from the deactivation of a user account). Upon expiry of an appropriate retention period, bearing in mind reasonable legal and business requirements, personal information will either be destroyed in a secure manner or made anonymous.

Personal Information Preferences

In addition to you controlling the marketing and survey information that may be sent to you as described previously in this Policy, we offer users who provide contact or other personal information a means to choose how we use the information you provide. You may manage your receipt of non-transactional communications and whether we share your contact information and donation data with the charities or other entities to which you donate your time or money by selecting or unselecting the appropriate box in your user profile or the donation forms that are part of the relevant Benevity Site. Additionally, you may send a request specifying your communications preferences to help@benevity.org (<mailto:help@benevity.org>).

Rights of European Economic Area individuals

In addition, if you are a resident of the EEA, you have the following data protection rights: a) If you wish to access, correct, update or request deletion, in the form of anonymization, of your personal information, you can do so at any time by contacting us using the contact details provided below; b) You can also object to processing of your personal information, ask us to restrict processing of your personal information or request portability of your personal information. Again, you can exercise these rights by contacting us using the contact details below; c) Where in the case of a workplace program, we derive the custody or control of the personal information through our corporate client, the client will be the controller and all requests for access to personal information should be forwarded through such controller to us; d) Similarly, if we have collected and process your personal information with your consent, then you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent; e) You have the right to complain to a data protection authority about our collection and use of your personal

information. For more information, please contact your local data protection authority.

f) We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws.

Our legal basis for collecting and using the personal information provided by our clients to initiate workplace programs is a legitimate interests basis. Any information provided by any user in any other context is on a consent basis, or to perform a contract with you.

International Data transfers

Personal information collected by us may be stored and processed in Canada, the United States or any other country in which we or our agents maintain facilities, and by providing us with your personal information and using any of the Benevity Sites or Services, you consent to any such transfer of information outside of your country (if however, you are using the Benevity Sites as an employee pursuant to a workplace program, Benevity should be considered a 'data processor' under applicable privacy laws, and your employer is the 'data controller' who has provided such consent). As a result, this personal information may be subject to access requests from the corporate employer, governments, courts, or law enforcement officials in those jurisdictions according to laws in those jurisdictions. Subject to applicable laws in such other jurisdictions, we will ensure that appropriate protections are in place regarding all personal information.

For EAA data subjects, note that Canada has been deemed "adequate" by the EU Commission. Data is accessible in the United States by our affiliates and data is stored in United States with our data hosting service provider, both of which are EU-US and Swiss-EU Privacy Shield – certified. Benevity adheres to EUU.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, retention, and onward transfer of personal information transferred from the European Union and Switzerland to the United States ("Privacy Shield Principles"). Benevity International, Inc. has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this Privacy Policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/> (<https://www.privacyshield.gov/>).

Benevity International, Inc. is subject to the investigation and enforcement powers of the Federal Trade Commission (FTC). Under certain conditions, more fully described on the Privacy Shield website, you may be entitled to invoke binding arbitration when other dispute resolution procedures have been exhausted.

Miscellaneous

Benevity uses a self-assessment approach to assure compliance with this Privacy Policy and periodically verifies that the policy is accurate, comprehensive for the information intended to be covered, prominently displayed and accessible.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, in addition to your data protection authority, you may also contact our U.S. based third party dispute resolution provider (free of charge) at <https://feedback-form.truste.com/watchdog/request> (<https://feedback-form.truste.com/watchdog/request>).

Contacting Us

Whether you're a new or loyal user of our Services, a charity, or another user of a Benevity Site, we'd like to stay connected and want to hear from you! We are constantly striving to improve the Services and Make

Goodness Better. Let us know if you have any ideas, suggestions or issues.

Benevity, Inc. 700, 611 Meredith Road NE Calgary, AB T2E 2W5

Email: privacy@benevity.com (<mailto:privacy@benevity.com>)

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