

Donor-Advised Fund Terms of Use

USA

Context

Welcome to your company's workplace giving web site and tools (the "Workplace Giving Site" or the "Site"). The Workplace Giving Site is operated by Benevity, Inc. ("Benevity"), a donation processing technology company that, among other things, licenses certain employee giving applications and application programming interfaces respecting micro-donation functionality (the "Benevity Platform") to financial institutions, e-commerce environments, corporate employers, loyalty program providers and other participating businesses, such as your company (the "Employer"). We are pleased that you have chosen to review our Terms of Use, which are incorporated by reference into the Workplace Giving Site and govern its operations. For assistance with the use of the functionality forming part of the Workplace Giving Site, you should consult the User Guide located under the "Help" section of the Site, as well as the FAQ's.

Using the Benevity Platform through the Workplace Giving Site, authorized users of the Workplace Giving Site will be offered the opportunity to make contributions of time and/or money to an "eligible charity". The Workplace Giving Site uses a donor advised fund arrangement to enable centralized administration and broad charity choice, managed by the American Online Giving Foundation, Inc. d/b/a Benevity Community Impact Fund (the "Foundation"), an IRS-recognized, tax exempt, public charity described in Internal Revenue Code (the "Tax Act") §501(c)(3) and described in IRC §170(b)(1)(A)(vi), serving a national constituency, whose primary activity is donor advised fund administration. The Foundation will further its charitable purposes by accepting (through the Benevity Platform) contributions of money from the Employer, users of the Site and any matching partners (collectively, "Donors"), briefly holding the contributed funds, and distributing the funds to organizations that are eligible IRS-recognized, tax exempt, charities described in the Tax Act §501(c)(3) in good standing listed in a database within the Benevity Platform (the "Eligible Charity Database") in accordance with Donor Advice (defined below) as part of a donor advised fund established in favor of contributors or corporate clients utilizing the Benevity Platform (the "Donor Advised Fund").

Please read the following carefully.

1. Overview

1.1 The Employer has established one or more donation or volunteering programs within the Workplace Giving Site to facilitate the donation of amounts that are earned or acquired by you through your participation in such programs ("Giving Programs") established by Employer or Employer-approved third parties ("Matching Partners") to a list of charities from within the Eligible Charity Database that comply with Employer's eligibility guidelines ("Eligible Charities"). The Employer may add, remove or otherwise change Matching Partners and Eligible Charities at any time without notice. The general purpose of the Giving Programs is to facilitate the making of donations of time and/or money by you and other users of the Workplace Giving Site to Eligible Charities.

1.2 These Terms of Use (as amended from time to time, this "Agreement") set out certain terms and conditions applicable to users of the Benevity Platform and all Giving Programs which utilize its functionality, supersedes all previously published terms and conditions or agreements relating to Giving Programs, and is separate and distinct from all agreements ("Giving Program Agreements") entered into between you and the Employer or other Matching Partners relating to Giving Programs. This Agreement may be amended at any time by Benevity or the Employer (sometimes collectively referred to as "We" and "Us") posting the amended version to the Workplace Giving Site, without any obligation to provide you notice of any such amendments.

2. Your Profile and Account Responsibilities

2.1 If you have been provided with login credentials by the Employer and you agree to the terms of this Agreement, you may use the Workplace Giving Site. If you disagree with any of these terms, you are not entitled to access or utilise any of the Benevity Platform's charitable giving functionality presented in the Workplace Giving Site.

2.2 You agree that all information you submit to the Workplace Giving Site profile pages is accurate and that you will keep it current. If We have grounds to suspect that your profile information is untrue, inaccurate or incomplete, We have the right to suspend or terminate your Workplace Giving Site account. It is your responsibility to maintain the confidentiality of your Workplace Giving Site password, and you are responsible for and We are authorized to effect any activities that occur in your Workplace Giving Site account. You agree that We may send you important information and notices regarding the Workplace Giving Site and your account by email, text messaging or other means based on the information you provide to Us. Each individual person is limited to one account on the Workplace Giving Site.

2.3 You are responsible for all activities that occur in your Workplace Giving Site account. You shall treat other Workplace Giving Site users with courtesy and respect. You shall not: Impersonate any other person; Falsely say or imply that you are associated with another person or entity; Submit content in exchange for payment or other consideration from another person or entity; Collect information about other Workplace Giving Site users without their consent; or Submit or link to any content that: (i) infringes or violates the intellectual property or other rights of any person or entity; (ii) intentionally interferes with the operation of the Workplace Giving Site or any Giving Program; (iii) violates anyone's privacy or publicity rights; (iv) breaches any duty of confidentiality that you owe to anyone; (v) provides any non-public information about Benevity, the Employer or the Foundation or any other company or person without authorization; (vi) is, in our judgment, harassing, defamatory, abusive, lewd, pornographic, obscene or otherwise objectionable; (vii) contains or installs any viruses, worms, bugs, Trojan horses, malware or other code, files or programs designed or having the capability to disrupt, damage or limit the functionality of any software or hardware; or (viii) contains false or deceptive language, unsubstantiated or comparative claims regarding Benevity's or others' products, advertising, commercial referrals, spam, chain letters, or any other solicitation, including solicitation of lawsuits. We reserve the right, in our sole discretion and without notice to you, to remove any content submitted or posted by you to Workplace Giving Site pages.

3. Participation and Acceptance

3.1 Eligibility for and participation in a Giving Program are determined by the Employer and set forth in this Agreement, any relevant Giving Program Agreement and any other policies or documentation respecting the Workplace Giving Site (collectively, "Workplace Giving Site Documents").

3.2 Your acceptance of this Agreement will constitute your acknowledgment that you have received, read and agreed with the terms and conditions of this Agreement, as they may be amended from time to time. The posting of this Agreement, as amended from time to time, or any other information, notice or advice, on or via the Workplace Giving Site (via hyperlink, i-frame or otherwise) is deemed notice to you of any such matter, where notice is required or permitted to be given. Furthermore, registration as a Donor or activation of your profile on the Workplace Giving Site or participation in any Giving Program or any use of the Benevity Platform constitutes acceptance of this Agreement, as amended from time to time.

3.3 You acknowledge that only individuals who are Donors may be entitled to participate in certain Giving Programs. You are advised to review each applicable Giving Program Agreement to determine the terms and conditions of such program, including your eligibility to participate in such program. You acknowledge and agree that Benevity, the Foundation and their respective directors, officers, agents,

employees, affiliates, successors and assigns (the "Benevity Parties") will not have any liability or responsibility to you in connection with any Giving Program, and you release and forever discharge the Benevity Parties from all claims in connection with such matters.

4. Types of Donation Transactions

4.1 There are several ways to effect donations through the Benevity Platform, depending upon the nature and mechanics of the relevant Giving Program in the Workplace Giving Site. Generally, the creation and allocation of donation amounts to the credit of a Donor within the Benevity Platform represents either: (a) the making by a Donor of a donation using the Donor's own funds (via payroll deduction or credit card) but facilitated through the Workplace Giving Site (a "Direct Gift"); or (b) a gift by a Donor to provide advice as to the chosen Eligible Charit(ies) to receive a donation ("Donor Advice") equal in value to the donation amount, subject to the Foundation's approval of such Donor Advice in its discretion (a "Donor Advice Gift"). Donation amounts may also be allocated to Eligible Charities as part of Matching Programs (defined below) funded by Employer or other Matching Partners (a "Matching Gift"). Employer will determine and set forth in the terms of the Workplace Giving Site whether and how it wishes the allocation of donation amounts to result in Direct Gifts, Donor Advice Gifts and Matching Gifts, as the case may be (collectively, "Gifts"). The following provisions apply respecting different types of Gifts made through the Benevity Platform, and all Gifts are subject to the Default Rules in Article 10 as applicable:

(a) Direct Gifts: In the case of a Direct Gift (such as a donation from a Donor's own funds as a workplace giving deduction), it is intended that the donation and any tax receipt be for the credit of the original Donor. Employer on its own behalf or as agent for other Donors has or will have provided funds to or for the benefit of the Foundation representing the Direct Gift. Upon the donation amount being allocated to the relevant Donor within the Benevity Platform and the corresponding funds being transferred to the Foundation, the donation will normally represent a tax deductible gift by the Donor to the Foundation through the Benevity Platform, subject to the laws and regulations of the jurisdiction where the Donor is subject to taxation, the Foundation's receipt and approval of the Donor Advice and to the Default Rules.

(b) Donor Advice Gifts: In the case of a Donor Advice Gift (such as a charitable gift card, "Dollars for Doers" or similar awards or some Matching Gifts), it is intended that the recipient of the Gift receive only the right to recommend the recipient charity of the Gift. The donation amount will normally represent a tax deductible donation by the original Donor to the Foundation, subject to the Foundation's receipt and approval of the Donor Advice to be provided by the Donor recipient and to the Default Rules.

(c) Matching Gifts: The Benevity Platform includes functionality that enables Employer and other Matching Partners to "match" donations or other contributions made by users of the Workplace Giving Site on terms determined by them (a "Matching Program"). A matching component from an Employer or other Matching Partner does not normally result in Donors directly acquiring donation amounts as described above. Matching Programs result in the Employer or a Matching Partner making a donation to the Foundation for which, upon the corresponding funds being transferred to the Foundation, a tax receipt will normally be available in the name of the Employer or other Matching Partner, as the case may be, in the manner of a Direct Gift, subject to the Foundation's approval of the Donor Advice and to the Default Rules. Donations made under Matching Programs are at the complete discretion of the Employer or other Matching Partner and may not reflect realtime availability of remaining budget as displayed on the Workplace Giving Site.

4.2 Neither donation amounts allocated to accounts within the Benevity Platform nor any funds on account thereof are transferable without the Employer's express consent.

5. Earned or Gifted Donation Currency

5.1 Donation amounts earned by or purchased by or gifted to you through your participation in Giving Programs will be posted via the Benevity Platform to a notional account on the Workplace Giving Site (a “Giving Account”) within a commercially reasonable period of time following confirmation that you have earned, purchased or are otherwise entitled to the allocated donation amount as per the terms of such Giving Program. The Giving Account will record the donation currency to which you are entitled through participation in Giving Programs, any adjustments to such amount, and, upon receipt by the Foundation of the corresponding funds, the amount donated by you or any other relevant party pursuant to the terms and conditions of this Agreement.

5.2 You acknowledge that Benevity relies on information provided by the Employer or Matching Partners with respect to the Gift being made and certain matters relating to the presentation and execution of the Giving Program within the Workplace Giving Site, and you release and forever discharge the Benevity Parties with respect to all claims relating to such matters.

5.3 Any funds received by or on behalf of the Employer or the Foundation on account of donation currency to which you are entitled through participation in any Giving Program will be held as agent by or on behalf of Employer in accordance with this Agreement and any relevant Giving Program Agreement. The Foundation must be in receipt of funds from or via Employer or the applicable merchant account provider representing the redemption amount of all donation currency allocated to a Giving Account before any donation is formally effected or valid tax receipt available. Once such amounts have been donated or deemed donated pursuant to the relevant Giving Program and this Agreement, the funds are beneficially owned by the Foundation and a donation is effectively made on behalf of the relevant Donor to the Donor Advised Fund, subject to receipt of Donor Advice and to the approval of such advice by the Foundation in its discretion.

5.4 You may not be aware, but less than 5% of the \$350 Billion that goes to charities in North America each year is paid electronically. Benevity and Employer are committed to reducing the amount of this manual processing, so that more funds can be applied to the social issues they are intended to impact. Through the Benevity Platform, Eligible Charities may receive Donation Funds by Electronic Funds Transfer (EFT), Automatic Clearing House (ACH), PayPal or check. All donations to each Eligible Charity are aggregated across all donors from all Benevity clients and a single payment is made monthly to each organization. Eligible Charities can provide banking information through the Funds Transfer Form on the secure Benevity Causes Portal (<https://causes.benevity.org/>) to allow for monthly EFT, ACH or PayPal transfers. Absent a Funds Transfer Form, distributions will be by manual check until a valid Funds Transfer Form is submitted. Where distributions continue to be made to an Eligible Charity by other than EFT/ACH or PayPal, Eligible Charities agree to pay a manual processing fee for administration and overhead costs associated with the check preparation, issuing, mailing, etc., in the amount of up to the higher of: (i) U.S.\$25 per check; and (ii) 7.0% of the amount of the manual check to a maximum of \$100 (the “Manual Check Fees”). Notwithstanding the foregoing, the current policy is that Eligible Charities 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 newly onboarded charities to supply the required information and Funds Transfer Form to Benevity. This is a single Manual Check Fee on all aggregated donations across all of Benevity’s clients, not a separate fee for each donation, and does not reduce the taxable amount of any donation.

6. Donations

6.1 In delivering certain aspects of the Giving Programs and the Workplace Giving Site, the Employer utilizes both the Benevity Platform and the services of the Foundation. Depending upon the nature of the Workplace Giving Site, it may also utilize the services of other foundations to effect similar results for users in other countries. You direct the Employer or its agent to make a gift on your behalf of all funds held as agent by the Employer or its agent for your benefit on account of donation amounts

earned or acquired or allocated by you, subject to adjustments permitted under this Agreement, to the Foundation on the date (the "Donation Date") that is the later of (a) or (b) below, where:

- (a) is the earlier of: (i) in the case of a Direct Gift or a Donor Advice Gift made by you, the date upon which you have provided instructions through the functionality of the Site to make the donation; and (ii) in any case where any of the Default Rules apply, the date on which the donation is deemed effected by such Default Rule; or (b) is the date on which the Foundation is in receipt of unrestricted funds in an amount equaling the allocated donation amounts.

Such Gifts will be received by the Foundation or by Employer as agent to be transferred to the Foundation, and thereafter will normally be a tax deductible donation made by the Donor to the Foundation. All such donations, will be subject to a "donor advised fund arrangement" in your favour, and will be subject to a charity service fee of 4.9% payable to the Foundation which, unless paid for by the Employer or a Matching Partner, is deducted from the amounts disbursed by the Foundation to the Eligible Charities (the "Charity Service Fee"). In the event your right to donation amounts is acquired through donations made by credit or other payment card using the merchant account (or equivalent) facilities made available through the Workplace Giving Site, the amount of the donation may also be reduced by such merchant account charges (unless paid for by Employer or such other Matching Partner). Such merchant account charges ("Merchant Fees") will be deducted from amounts distributed to Eligible Charities in a manner similar to the Charity Service Fee. For the avoidance of doubt, the donation funds to be tax deductible to a Donor are the gross amounts of the funds intended for the Donor Advised Fund before deduction of the Charity Service Fee and any applicable Merchant Fees.

6.2 You can cancel, change or adjust your selection of and allocation to Eligible Charities at any time in your "Personal Foundation" on the Workplace Giving Site. Any such cancellation, change or adjustment will only affect donations made after the date of such cancellation, change or adjustment and will not affect current or scheduled recurring payroll-based or credit card donations unless made prior to the close of any relevant payroll deduction or processing period as specified on the Workplace Giving Site or otherwise applicable to the Employer. Your Personal Foundation will also show the donations made by you or on your behalf to the Foundation. Pursuant to the laws applicable to a "donor advised fund arrangement": (i) you agree that the Foundation, as the recipient of the donation, will consider your advice in respect of which Eligible Charities the donation will be donated by the Foundation; and (ii) you acknowledge that you have no legal power to compel the Foundation, as recipient of the donation, or the Employer, as agent of the Foundation, to donate in accordance with such advice.

7. Tax and Tax Receipts

7.1 If you are a United States taxpayer and in compliance with this Agreement and all other Workplace Giving Site Documents, you will normally receive a tax receipt (PDF file accessible at the Workplace Giving Site or by email) with respect to applicable Gifts made by or on your behalf to the Foundation during a calendar year as soon as practicable and in any event within two (2) months after the end of that year (alternatively, depending upon the configuration of the Workplace Giving Site by the Employer, certain of your Gifts may be reflected on your employee payroll record). The relevant date of the tax receipt will be the Donation Date in the tax year in which the amounts were donated to the Foundation in accordance with this Agreement. Please note that if you do not request a tax receipt or provide the information necessary for the Benevity Platform on behalf of the Foundation to generate a receipt on or before December 31 in any calendar year, you may not be entitled to a receipt for donations made in that year (see the Default Rules in Article 10 below).

7.2 Notwithstanding anything contained in this Agreement, any Giving Program Agreement or other Workplace Giving Site Document, or the issuance of any tax receipts in your name by or on behalf of the Foundation, in no event shall Benevity, the Employer or the Foundation be liable to you for any

direct or indirect damages, including without limitation any tax, interest, fines, damages, penalties or other levies imposed by any taxing, governmental or other regulatory authority arising from or in connection with any Giving Program or the use of the Benevity Platform, whether through the Workplace Giving Site or otherwise. If you are not a United States taxpayer, any donations you make through the Workplace Giving Site may not be tax deductible in the jurisdiction in which you are a taxpayer. You must consult your own tax and legal advisors respecting the actual tax or other impact of donations made by you through the Workplace Giving Site.

8. Employer as Your Agent

8.1 You irrevocably appoint the Employer as your agent to receive funds from you or other Matching Partners or third-party payment processors on account of donation currency to which you are entitled through participation in Giving Programs. You acknowledge and agree that:

- (a)** until the Donation Date, these funds will be held by the Employer or by the Foundation on behalf of the Employer for your benefit;
- (b)** these funds may be commingled with funds received as agent or trustee for other users on account of donation amounts earned or provided by such users;
- (c)** the Employer or its designee, as agent, has all the powers of a natural person with respect to these funds, including without limitation, all those necessary to deal with and transfer or gift these funds pursuant to the terms of this Agreement and any Giving Program Agreement;
- (d)** the Employer or the Foundation can deduct the Charity Service Fee and any applicable Merchant Fees as described in Section 6.1;
- (e)** neither the Employer nor the Foundation has any responsibility or duty to invest any funds that it holds relating to any Giving Program, provided however that if interest is earned on these funds, the Foundation may apply such accrued interest as it thinks fit;
- (f)** in performing its obligations and duties hereunder, the Employer will exercise the care, diligence and skill that a person of ordinary prudence would exercise in dealing with the property of another person;
- (g)** the Employer will have no liability or responsibility as agent until funds are received from a Matching Partner or third-party payment processor on account of donation currency earned or purchased by you;
- (h)** the Employer may retain the services of the Foundation, Benevity or others to perform any of its obligations under this Agreement, including its obligations as agent hereunder;
- (i)** the Employer will be released from its obligations as agent upon the donation or deemed donation of these funds to or for the benefit of the Foundation;
- (j)** upon any suspension, disqualification or termination of this Agreement, any Giving Program Agreement or your privileges to use the Workplace Giving Site, the Employer will continue to be your agent under the terms of this Agreement until such time as there are no longer any funds held by or on behalf of the Employer for your benefit on account of donation currency, subject to the Default Rules; and
- (k)** the Employer has the right to amend this Agreement and the terms of this agency as it may determine in its sole discretion, with or without notice to you, provided that no amendment may

change the beneficial ownership of any of the funds which it holds on your behalf as agent without your consent.

8.2 The Employer accepts its appointment as agent pursuant to the terms of this Agreement.

9. Suspension, Disqualification and Termination

9.1 Either Benevity or the Employer, in its sole discretion, may suspend your participation in any Giving Program for any reason with or without notice. The Employer will contact you by email at the address provided in your user profile or other contact information on the Workplace Giving Site to attempt to resolve the matter underlying the suspension. Upon disqualification due to lack of resolution, your Giving Account or access may be closed, you will no longer have any rights under this Agreement and the Employer as your agent will be entitled to transfer any funds that the Employer is holding for your benefit on account of donation currency to the Foundation and the Foundation will be entitled to utilize any such funds as it may determine in its sole discretion.

9.2 The Employer, in its sole discretion, may terminate any Giving Program or any part of it for any reason on notice to you. You will have 60 days from the date of notice to provide Donor Advice respecting any donation currency in a Giving Account to your credit or to which you are entitled, following which such remaining funds will be dealt with by the Foundation in accordance with the Default Rules in section 10 below.

10. Default Rules

10.1 It is intended that there be no “breakage” within the Benevity Platform, such that all donation currency ends up generating donation funds to a charity. In certain circumstances identified below (collectively called the “Default Rules”), the results of intended actions within the Benevity Platform or the relevant Giving Program may be modified in the manner specified where a Default Rule is applicable.

10.2 In circumstances where: (i) Donor Advice is not provided within the time specified in the Workplace Giving Site Documents and in any event within 12 months following December 31 of the year in which the donation amounts were allocated to a user; (ii) an Eligible Charity requested as part of Donor Advice is (a) no longer registered and in good standing with the United States Internal Revenue Service or other relevant regulatory agency, or (b) is otherwise no longer in the Eligible Charity Database; or (iii) the Foundation, exercising its discretion under a “donor advised fund arrangement”, chooses to disagree with or ignore the Donor Advice, then the Foundation will make the determination of the Eligible Charity to which such donation will be made.

10.3 In circumstances where: (i) a tax receipt is not requested via the Benevity Platform or required information for tax receipt issuance provided by a Donor on or prior to December 31 in any calendar year in which donation amounts have been allocated to such Donor; or (ii) the Foundation determines that the donation is not properly receiptable by it under applicable law, the Foundation may issue the tax receipt to the Employer or other Matching Partner if applicable and no receipt will be issued or accessible to the Donor.

10.4 In circumstances where: (i) the relevant Donor has not provided sufficient funds equal to allocated donation amounts; or (ii) bankruptcy or other legal process affecting any Donor compels the Foundation to return any funds held by it respecting donation amounts, no donation can be deemed effected and no receipt issued unless and until funds representing the allocated donation currency are unequivocally transferred to the Foundation.

11. Representations and Warranties

11.1 You represent and warrant to each of the Employer, Benevity, the Foundation and any Matching Partner that you are over the age of majority in the jurisdiction in which you reside and that this Agreement constitutes a binding and enforceable agreement against you, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity relating to enforceability.

12. Privacy

12.1 The information provided by you at or in connection with the Workplace Giving Site, as well as information about your transactions in connection with Giving Programs, is required to manage your utilization of the Workplace Giving Site, the Benevity Platform and your participation in the Giving Programs. You consent to and authorize each of the Employer, Benevity, and the Foundation, and their respective subsidiaries and affiliates and any other third parties with whom any of the foregoing contract in order to manage the Employer's Giving Programs, the Benevity Platform and carry out the terms of this Agreement, to share information about you, your Personal Foundation and Giving Programs as necessary to effect, administer, enforce, service or fulfil the terms of this Agreement, your participation in the Giving Programs and your utilization of the Benevity Platform. Using the privacy settings within the Workplace Giving Site, you may choose (by ticking the relevant check-boxes in your personal profile on the Workplace Giving Site or at the time of making a donation) whether and to what extent information identifying you as a Donor will be given to any other Eligible Charity, except as may be permitted in accordance with this Agreement and applicable law. The collection, use and disclosure of personal information about you by the Employer will be in accordance with the Employer's then applicable Privacy Policy and applicable law.

13. Arbitration

13.1 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: (a) this Agreement; (b) the Benevity Platform and the Workplace Giving Site; (c) oral or written statements, advertisements or promotions relating to this Agreement or the Benevity Platform or the Workplace Giving Site or any Giving Program; (d) the relationships that result from this Agreement (including relationships with third parties) (collectively, a "Claim"), will be referred to and determined by a sole arbitrator (to the exclusion of the courts). You agree to waive any right you may have to commence or participate in any class action against Benevity or the Foundation related to any Claim and, where applicable, you also agree to opt out of any class proceedings against Benevity or the Foundation. If you have a Claim you should give written notice to arbitrate to Benevity at the address obtained by following the instructions in Section 14. If Benevity or the Foundation has a Claim it will give you notice to arbitrate at the address you have provided to Employer in association with the use of the Workplace Giving Site. Arbitration of Claims will be conducted in such forum and pursuant to such rules as you and Benevity agree upon, and failing agreement will be conducted by one arbitrator pursuant to the laws and rules relating to commercial arbitration in the state in which you reside that are in effect on the date of the notice to arbitrate.

14. Miscellaneous

14.1 You are solely responsible for any personal tax or other liability arising from participation in any Giving Program, whether by donation of money, attending any volunteering event, or otherwise. You are advised to consult with a personal tax advisor in order to determine any personal tax consequences. You agree to release the Employer, Benevity, the Foundation and their respective directors, officers, agents, employees, contractors, affiliates, successors and assigns from any and all claims for direct or indirect damages, including without limitation any tax, interest, penalties or other amounts imposed by any taxing, governmental or other regulatory authority arising from or in connection with any Giving Program or the use of the Benevity Platform, whether through the Workplace Giving Site or otherwise.

14.2 This Agreement and its benefits are offered at the sole discretion of the Employer and Benevity. You understand and agree that either the Employer or Benevity may at any time, with or without notice, terminate their relationship or change this Agreement in whole or in part.

14.3 The Employer, Benevity and the Foundation may rely on your acceptance of and agreement with this Agreement. No person or entity other than you, the Employer, Benevity, the Foundation or other Matching Partners is intended to be a beneficiary of, or may rely on, this Agreement unless expressly stated herein.

14.4 No delay or omission by the Employer or 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. Either or both of the Employer and Benevity may, in their sole discretion, deviate from the strict observance, performance or compliance by you of any terms and conditions of this Agreement. Such deviations will not alter, affect or prejudice any of the Employer's or 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 the Employer's or Benevity's rights or remedies as a result of any other breach of this Agreement.

14.5 You agree to hold the Employer, Benevity, the Foundation and their respective directors, officers, agents, employees, affiliates, successors and assigns (collectively, the "Indemnitees") harmless from and against all liability, causes of action, tax liability, penalties, costs and claims, and will reimburse the Indemnitees' reasonable and actual expenses incurred in connection therewith (including legal fees and costs), arising from or related to your participation in any Giving Program including, but not limited to, any breach by you of this Agreement or any fraud, misrepresentation or abuse committed by you in connection with your participation in any Giving Program or any other person using your Giving Account or Personal Foundation.

14.6 Benevity is not affiliated in any manner with any Matching Partners or Eligible Charities and is not agent, representative or employee of any of them (other than as agent of the Foundation for limited purposes) and no such party has the power to obligate or bind the other. Giving Programs, this Agreement and any other Workplace Giving Site Documents are each independent of the others. Except as expressly set forth in this Agreement and to the fullest extent permissible pursuant to applicable law, neither the Employer nor Benevity makes any representations or warranties, express, implied or statutory, to you in connection with the Benevity Platform, any Giving Program, any Matching Partner, or any Eligible Charity. You assume total responsibility and risk for your use of the Workplace Giving Site and your reliance thereon. You consent to the formation of contractual relations through electronic communications.

14.7 Notwithstanding the governing law of any agreement between you and Employer or other Matching Partner, this Agreement shall be governed by the laws applicable in the State of New York, and you agree to irrevocably submit to the exclusive jurisdiction of the State of New York. Any interpretation, question or dispute regarding a Giving Program or this Agreement will be resolved at the sole discretion of the Employer or Benevity, as the case may be. In no event will the Employer's liability with respect to a Giving Program, including liability for negligence or breach of contract, be greater than the value of donation currency in your favour at the time the dispute arose. 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.

14.8 This Agreement constitutes the entire agreement between you, the Employer, Benevity and the Foundation regarding the matters addressed herein and your utilization of the Benevity Platform in the Workplace Giving Site, including without limitation your entitlement to be paid the funds held by or on

behalf of the Employer or other Matching Partners for your benefit on account of donations. If you have any questions regarding the Terms of Use, please contact us at support@benevity.com