



Terms of Service

Date of Last Review: April 2018

PURPOSE AND SCOPE

YourCause provides software and services that support charitable giving activities for individual givers as well as companies of all sizes and their employees. These Terms of Service (“Terms” or “Agreement”) govern your access to and use of YourCause (“YourCause”, “we” or “our”) websites, services, and applications (collectively the “Services”). Your access to and use of the Services is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the YourCause’s Services. These End User Agreement (this “Agreement”) is the next step in our working together.

This Agreement is entered into by the party accepting this Agreement in connection with activating an account to use the YourCause Services (as defined below) (“You”, “Your”, or the “End User”) and YourCause, LLC. (“YourCause”) on the date the End User expresses its consent as set forth below.

YOUR USE OF THIS SITE ACKNOWLEDGES THAT YOU HAVE READ, ACCEPTED, AND AGREED TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THIS AGREEMENT, YOU MAY NOT CONTINUE WITH THE ACCOUNT REGISTRATION PROCESS. YOU ARE NOT AUTHORIZED TO ACCESS THE SERVICES OR THE CONTENT AND NEITHER YOU SHALL NOT BE ABLE TO USE OR RECEIVE THE BENEFIT OF THE SERVICES OR CONTENT.

DEFINITIONS

“Account” means Your account to access and use the Services, as assigned to you by an Administrator.

“Administrator” means an End User identified by the Subscriber as an administrative user.

“Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity.

“Authorized Users” means registered individual End Users who are authorized to access and use the Services, Content, User Materials and Products in accordance with the terms of this Agreement.

“Content” means the audio and visual information, documents and other materials contained in or made available to You in the course of using the Services.

“End User Data” means data, information and/or records collected, stored, submitted, or inputted by an End User into or otherwise processed or recorded through the Services.

“Output” shall mean all documents, information, records and other output of the Services.

“Product(s)” means YourCause’s software products identified in the Agreement and on the YourCause website.

“Security Breach” means: (a) the actual unauthorized acquisition, access, use, or disclosure of End User Data; or (b) the reasonable belief that there has been an unauthorized acquisition, access, use, or disclosure of End User Data.

“Services” means access and use of the Products, User Materials, and Content on a software-as-a-service basis (SaaS) via the Internet, the disbursement of any donations made to charities by using the Products and other services provided by YourCause as set forth in the Agreement.

“Subscriber” means an organization sponsoring a program(s) using the Products and Services. Subscriber also means Your employer if You are an employee of an organization sponsoring a program(s) using the Products and Services.

“User Materials” means any help files or written instruction manuals regarding the use of the Products and/or Services provided to You by YourCause.

YOURCAUSE'S LICENSE TO YOU

Subject to these Terms, YourCause gives you a personal, worldwide, royalty-free, non-assignable, non-sub licensable, non-exclusive, limited, revocable, right to access and use the Products and the Services during the Term, solely for your personal use as a platform to facilitate charitable giving. We reserve all rights not expressly granted in these Terms of Service to terminate this license. We reserve the right to terminate this service without notice.

YOUR USE OF THE SERVICE

By accessing or using the Service you agree to be bound by these Terms. If you are using the Service on behalf of an organization or entity ("Organization"), then you are agreeing to these Terms on behalf of that Organization and you represent and warrant that you have the authority to bind the Organization to these Terms. In that case, "you" and "your" refers to you and that Organization.

The Service may change from time to time as we evolve, refine, or add more features to the Service, often without prior notice to you. In addition, YourCause may temporarily or permanently stop providing the Service, or any features within the Service, to you or to users generally and may not be able to provide you with prior notice.

i. Your Content

Some areas of the Service allow you to post or upload information, text, graphics, or other material ("Content" or, when posted by you, "your Content"), and to share your Content with others. You retain ownership of your Content, but there are many things that users may do with your Content, for example, copy it, modify it, re-share it, or broadcast it. YourCause has no responsibility for that activity. You understand that publishing your Content on the Service is not a substitute for registering it with the U.S. Copyright Office, the Writers Guild of America, or any other rights organization. Please consider carefully what you choose to share.

You agree not to post Content that (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content that you know is not correct and current. You agree that any Content that you post does not and will not violate rights of any kind, including without limitation any intellectual property rights or rights of privacy. We reserve the right, but are not obligated, to reject and/or remove any Content that we believe, in our sole discretion, violates these provisions.

You retain full ownership to your Content, but you agree to grant us a worldwide, non-exclusive, irrevocable, transferable, perpetual, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, edit, translate, make derivatives, display, and distribute such Content in connection with providing the Service to you and other users in accordance with your settings on the Service. In connection with

providing the Service, we may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services, or media.

We reserve the right at all times, but are not obligated, to remove or refuse to distribute any Content on the Service including your Content. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process, or governmental request; (ii) enforce the Terms, including investigation of potential violations; (iii) detect, prevent, or otherwise address fraud, security, or technical issues; (iv) respond to user support requests; or (v) protect the rights, property, or safety of YourCause, its users, and the public.

ii. Your Account

In order to become an Authorized User and access the Services, if You are an employee of an organization sponsoring a giving program(s) using the Products and Service, then an Administrator will provide you with an Account. Otherwise, You will be responsible to register and create Your own Account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. YourCause reserves the right to suspend or terminate Your Account if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. You will use best efforts to immediately notify YourCause if You become aware of any unauthorized use of Your Account.

Your account gives you access to the Services and functionality that we may establish and maintain from time to time and in our sole discretion. We may maintain different types of accounts for different types of users or organizations. If you connect to YourCause with a third-party service, you give us permission to access and use your information from that service as permitted by that service. You may never use another user's account without permission.

iii. Responsibility for Your Account

You are responsible as between You, Subscriber, and YourCause for any activity that occurs through your Account and you agree you will not sell, transfer, license or assign your account, followers, username, or any account rights. With the exception of Administrators that are expressly authorized by YourCause to assist in the creation of other Authorized User Accounts, YourCause prohibits the creation of and you agree that you will not create an account for anyone other than yourself. You must use best efforts to notify YourCause immediately of any breach of security or unauthorized use of your account. YourCause and Subscriber will not be liable for any losses caused by any unauthorized use of your account.

You shall be solely responsible as between You, Subscriber, and YourCause for ensuring accuracy, completeness and compliance of any Output provided to any third party, and all liabilities and responsibilities in connection with such Output, and YourCause and Subscriber shall not be responsible for the accuracy, completeness, or compliance thereof. YourCause and Subscriber shall not be liable for the accuracy, completeness or authenticity of End User Data furnished by End User or any other third party, and shall have no obligation or responsibility to audit, check or verify the End User Data. Neither You nor any other person will have any claim or cause of action against YourCause or Subscriber as a result of any professional or other services rendered or withheld in connection with the use of the Services, End User Data, Output or the Services.

iv. Account Security

You will be asked to create a password for Your Account. YourCause does not have access to Your passwords and if You forget Your password, You will be asked to create a new one. You are responsible for safeguarding Your password. You agree that You will not disclose Your password to any third party and that You will take sole responsibility as between You, Subscriber, and YourCause for any activities or actions under Your Account, whether or not You have authorized such activities or actions. Unless you are accessing the Service via Single Sign-on provided by your organization, you are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with YourCause or a third-party service. We encourage you to use “strong” passwords that use a combination of upper- and lowercase letters, numbers, and symbols with your account. You agree not to disclose your password to any third party. YourCause cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. You must notify YourCause immediately upon becoming aware of any breach of security or unauthorized use of your account.

v. Abuse

You may not use YourCause’s Service to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network;
- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
- Interference with service to any user of the YourCause or other network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- Use of an Internet account or computer without the owner's authorization;
- Collecting or using email addresses, screen names or other identifiers without the consent of the person identified (including, without limitation, phishing, Internet scamming, password robbery, spidering, and harvesting);
- Collecting or using information without the consent of the owner of the information;
- Use of any false, misleading, or deceptive TCP-IP packet header information in an email or a newsgroup posting;
- Use of the service to distribute software that covertly gathers information about a user or covertly transmits information about the user;
- Use of the service for distribution of advertisement delivery software unless: (i) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems; (such as Microsoft's "ad/remove" tool); or

- Any conduct that is likely to result in retaliation against the YourCause network or website, or YourCause's employees, officers or other agents, including engaging in behavior that results in any server being the target of a distributed denial of service attack (DDoS).
- You may not attempt to probe, scan, penetrate or test the vulnerability of our Service, or to breach our Service's security or authentication measures, whether by passive or intrusive techniques, without our express written consent.

vi. Restrictions

The Products, User Materials, and Services are proprietary to YourCause, subject to YourCause's suppliers' and licensors' rights to such suppliers' and licensors' products, and YourCause reserves all right, title and interest in and to the Products, User Materials, and Services, including all related software and intellectual property rights. No rights are granted to you hereunder other than the limited access rights expressly set forth herein. You are solely responsible for (a) all activities that occur under your account; (b) the accuracy and quality of your End User Data; and (c) complying with all applicable federal, state and local laws, rules and regulations in using the Services. YourCause is responsible for complying with all applicable federal state and local laws, rules and regulations in providing the Services. You shall use your best efforts to prevent unauthorized access to, or use of, the Services, Products, or User Materials, and notify YourCause immediately of any such unauthorized access or use. You shall not, and shall not knowingly permit any third party to: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise exploit or make the Services, Products, or User Materials available to any third party; (ii) translate, adapt, modify, copy, update, revise, enhance, or otherwise alter or create derivative works of the Services, Products, or User Materials; (iii) reverse engineer, disassemble or decompile (or attempt to reverse engineer, disassemble or decompile) any Product; (iv) access the Products or Services in order to (1) build a competitive product or service, or (2) copy any ideas, features, functions or graphics thereof; (v) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (vi) interfere with or disrupt the integrity or performance of the Services; (vii) attempt to gain unauthorized access to the Services or its related systems or networks; (viii) use the Services for unlawful purposes or for any purpose not expressly permitted by the Agreement; (ix) use the Products or Services in a manner that is defamatory, harmful to minors, obscene, indecent, pornographic, libelous, threatening, or harassing; (x) submit any End User Data or use the Products or Services in any way that infringes, misappropriates, or violates any trademark, copyright, patent, trade secret, publicity, privacy or other right of any third party or violates any applicable local, state or federal laws, statutes, ordinances, rules or regulations or any judicial or administrative orders; or (xi) make the Services, Products, or User Materials available to any third party other than Authorized Users.

vii. Administrative Users

Only Administrators may designate another individual as another Administrator. Additional Administrators may be able to delete, copy, or view the Content and End User Data of other Authorized Users. Each Administrator is responsible for the access to the Services that he or she grants to any Other User ("Other User" means any other Administrative User whose access is so granted by an Administrative User). A violation of any terms of this Agreement by an Other User may result in the termination of an Administrator's or any other Additional User's access to the Services.

viii. Changes

YourCause reserves the right, in its sole discretion, to make any changes to the Services, including the Products, that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of YourCause's Products or Services to its other customers, (ii) the competitive strength of or market for YourCause's Products or Services or (iii) the Products' or Services' cost efficiency or performance; or (b) comply with applicable law.

ix. Payment Processors

Payments made by credit card, debit card or certain other payment instruments for the Services are billed and processed by YourCause's designated third-party payment processors, such as Stripe, Inc. or Heartland Payment Systems or a similar organization (the "Payment Processor"). The Payment Processor is acting solely as a billing and processing provider for and on behalf of YourCause and shall not be construed to be providing the applicable Service. In addition, the Payment Processor is an entity completely independent of YourCause, YourCause and Subscriber exercise no control over the operations of the Payment Processor, make no warranties or representations on behalf of such Payment Processor, and accept no liability in respect of the acts or omissions of the Payment Processor. You understand and agree that disbursement service fees may be withheld from grants processed by Payment Processors. The Payment Processor's use of End User Data is subject to the terms, conditions, and privacy policies published by such Payment Processor.

YOURCAUSE'S PROPERTY, COPYRIGHTS AND FEEDBACK

All right, title, and interest in and to the Service (excluding Content provided by users) are and will remain the exclusive property of YourCause and its licensors. Copyright, trademark, and other laws of both the United States and foreign countries protect all Services offered by YourCause. Nothing in the Terms gives you a right to use the YourCause name or any of the YourCause trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding YourCause, or the Service is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

Notwithstanding the foregoing, you may not use YourCause's network or Service to download, publish, distribute, or otherwise copy or use in any manner any text, music, software, art, image, or other work protected by copyright law unless:

- You have been expressly authorized by the owner of the copyright for the work to copy the work in that manner; or
- You are otherwise permitted by established copyright law to copy the work in that manner.

YourCause reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of the foregoing, including, without limitation, the suspension or termination of the user's access and/or account. YourCause may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the Privacy Statement, YourCause reserves the right at all times to disclose any information as YourCause deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in YourCause's sole discretion. It is our policy to terminate in appropriate circumstances, the services of customers who are repeat infringers.

DATA PROTECTION AND SECURITY BREACH NOTIFICATION

YourCause will use commercially reasonable efforts to ensure that End User Data will be stored and managed using industry best practices regarding data protection, including access controls, encryption and secure cloud-based server and data storage providers to protect End User Data from unauthorized access, acquisition or disclosure,

destruction, alteration, accidental loss, misuse, or damage. End User acknowledges that End User Data is employee-related data and may include data defined as Personally Identifiable Information under applicable law. You warrant and represent that You have the necessary legal rights and permissions as a data controller to share its employee-related data from all legal jurisdictions in which the data originates. YourCause shall take reasonable steps to notify You of a Security Breach in accordance with all applicable federal and state laws and regulations. Furthermore, You will not be liable hereunder for any access to or misuse of Your account that results solely from YourCause's gross negligence or willful misconduct related to the storage and security of your End User Data.

RIGHT TO MONITOR

YourCause neither actively monitors general use of the Services under normal circumstances nor exercises editorial control over the content of any third party's website, e-mail transmission, news group, or other material created or accessible over or through these Services. However, YourCause does reserve the right to monitor such use at any time as it deems appropriate and to remove any materials that, in YourCause's sole discretion, may be illegal, may subject YourCause to liability, may violate this Agreement, or are, in the sole discretion of YourCause, inconsistent with YourCause's purpose for these Services.

USE OF CONTENT; INDEMNIFICATION; DISCLAIMER; LIMITATIONS ON LIABILITY

All content including without limitation videos, posts, in or on the Service, whether publicly posted or privately transmitted by users, is the sole responsibility of the person who originated such Content. We do not endorse, support, represent, or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Service nor do we endorse any opinions expressed via the Service. We may not monitor or control the Content posted via the Service, and we cannot take responsibility for such Content. If you use or rely on any Content or materials posted via the Service or obtained by you through the Service, it is at your own risk. Under no circumstances will YourCause be liable in any way for any Content, or any loss or damage of any kind incurred as a result of the use of any Content in the Service.

You agree that you are responsible for your use of the Service, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and third parties. You understand that if you do not have the right to submit Content to the Service, doing so may subject you to liability. YourCause will not be responsible or liable for any use of your Content by YourCause in accordance with these Terms. You represent and warrant that you have all the rights, power, and authority necessary to grant the rights granted herein to any Content that you submit including all necessary rights to upload your Content for use in accordance with these terms and conditions.

i. Indemnification

You shall defend, indemnify and hold YourCause and its Affiliates, and their officers, employees and representatives, harmless from and against any and all awards, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) incurred in connection with allegations, claims, demands, suits or proceedings made or brought against YourCause arising out of or related to (i) Your use of the Services in a manner inconsistent with the Agreement, and/or (ii) Your negligence or willful misconduct.

ii. Disclaimer

THE SERVICES, CONTENT, PRODUCTS, DELIVERABLES, USER MATERIALS AND ALL OTHER MATERIALS AND INFORMATION PROVIDED BY YOURCAUSE OR ANY OF ITS LICENSORS OR SUPPLIERS (COLLECTIVELY, THE "YOURCAUSE SERVICES AND MATERIALS") ARE PROVIDED "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS," AND YOURCAUSE AND ITS LICENSORS AND SUPPLIERS MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NEITHER YOURCAUSE NOR ANY OF ITS LICENSORS OR SUPPLIERS WARRANTS THAT THE PROVISION OR OPERATION OF THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. USE OF INFORMATION PROVIDED THROUGH THE YOURCAUSE SERVICES AND MATERIALS IS SOLELY AT YOUR OWN RISK. IN NO EVENT SHALL YOURCAUSE OR SUBSCRIBER BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU, OR ANY THIRD PARTY ACCESSING THE YOURCAUSE SERVICES AND MATERIALS BY OR THROUGH YOU IN RELIANCE ON ANY INFORMATION ACCESSED BY OR THROUGH THE YOURCAUSE SERVICES AND MATERIALS. In no event will YourCause or Subscriber be liable for third party claims against You for losses or damages, or loss of, or damage to, Your records or data. The parties acknowledge and agree that no prior or contemporaneous representations, inducements, promises or agreements, oral or otherwise, between the parties will be of any force or effect. Each party represents and warrants that, in entering into and performing its obligations under the Agreement, it has not, does not and will not rely on any promise, inducement, or representation allegedly made by or on behalf of the other party with respect to the subject matter hereof, nor on any course of dealing or custom and usage in the trade, except as such promise, inducement, or representation is expressly set forth herein. You agree that its use of the YourCause Services and Materials and any additional software or services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by YourCause with respect to functionality or features.

iii. Limitation

IN NO EVENT SHALL SUBSCRIBER, YOURCAUSE OR ANY OF ITS LICENSORS OR SUPPLIERS HAVE ANY LIABILITY TO YOU OR TO OTHER PARTY FOR ANY LOST PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL OR SPECIAL DAMAGES OR LOST PROFITS HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL LIMIT YOUR OBLIGATION TO INDEMNIFY YOURCAUSE AS PROVIDED THIS AGREEMENT, OR YOUR OR YOURCAUSE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

IN NO EVENT SHALL YOURCAUSE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY CLAIM AND/OR SERIES OF CLAIMS, WHETHER RELATED OR UNRELATED, UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS WITHHELD BY YOURCAUSE FOR THE SERVICES TO WHICH YOUR ACCOUNT RELATES DURING THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATION SET FORTH IN THIS PARAGRAPH IS CUMULATIVE AND NOT PER CLAIM OR PER AFFILIATE. YOU ACKNOWLEDGE THAT YOURCAUSE HAS SET ITS FEES, AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

iv. Links

YourCause has not reviewed all of the sites linked to our Service and we are not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by YourCause of the site. Use of any such linked web site is at the user's own risk.

U.S. GOVERNMENT END-USERS.

YourCause provides the YourCause Services and Materials, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Solution include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data — Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with YourCause to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

FORCE MAJEURE

YourCause shall be excused from performance of its obligations under the Agreement if such a failure to perform results from compliance with any act of God, fire, strike, embargo, terrorist attack, war, insurrection or riot, computer, telecommunications, service provider or hosting facility failures or delays involving hardware, software or power systems not within YourCause's possession or reasonable control, denial of service attacks, incompatibility of Your equipment, hardware or software with the Services, acts or omissions of vendors or suppliers, transportation and telecommunications difficulties, or other causes beyond the reasonable control; provided that such non-performing party immediately notifies the other party of the failure and undertakes all commercially reasonable efforts to resume performance as soon as possible after the occurrence of the force majeure event. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

GOVERNING LAW; JURISDICTION; VENUE; SEVERABILITY OF PROVISIONS

This Agreement is governed by the laws of South Carolina, USA and controlling United States Federal Law without regard to any conflicts of law provisions. Any legal proceedings arising from or relating to this Agreement shall be brought exclusively in the federal or state courts located in Charleston County, South Carolina and the parties hereby consent to the personal jurisdiction and venue of such courts. All parts of this Agreement apply to the maximum extent permitted by law. The parties both agree that if any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable as written, then that part will be replaced with terms that most closely match the intent of the unenforceable provision to the extent permitted by law. THE PARTIES EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT RELATING TO THIS AGREEMENT, THE PARTIES PREFERRING THAT SUCH DISPUTE BE RESOLVED BY A JUDGE HAVING JURISDICTION WITH RESPECT TO SUCH

DISPUTE. The invalidity of part of this Agreement will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience and do not have any force or effect.

EFFECT OF TERMINATION

Upon expiration or termination of the Agreement, YourCause shall immediately terminate Your access to the Services, and You shall cease all access to the Services. YourCause has no obligation to retain any End User Data following termination and may delete or destroy the same. All provisions of this Terms shall survive any termination or expiration of the Agreement.

THIRD-PARTY BENEFICIARIES

Content licensors shall have the benefit of YourCause rights and protections hereunder with respect to the applicable Content, and each Subscriber shall be an intended third-party beneficiary of this Agreement with respect to the rights and protections afforded such Subscriber. Other than as set forth in this Section, there are no other third-party beneficiaries under this Agreement.

ELECTRONIC COMMUNICATIONS

When You visit the Services or send e-mails to us, You are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with You by e-mail or by posting notices on the Services. You agree that all agreements, notices, disclosures and other communications that we provide to You electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in this Agreement.

MISCELLANEOUS

The parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party agrees to comply with all U.S. laws, ordinances, orders, directions, rules, and regulations applicable to such party in connection with the Agreement. All notices under the Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; or (c) the second business day after sending by confirmed facsimile. Notices to YourCause should be sent to the company headquarters address provided on the YourCause website.

CONTACTING US

If you have any questions or concerns about this Agreement, please contact us using the contact information provided through the Services.

SUBCONTRACTORS

YourCause shall be responsible for the work product and activities of each of its subcontractors, service providers, personnel, agents, consultants, contractors, and any additional third party's used or employed by YourCause under this Agreement (including DonateWell) including, without limitation, their compliance with the terms of this Agreement, other than for any noncompliance or breach as may result from any negligent or willful act or omission on your part.

SUGGESTIONS AND FEEDBACK

In consideration of access to the Services, You hereby irrevocably and exclusively assigns, conveys, transfers and sets over absolutely to YourCause, all rights, title and interests in and to (whether or not now existing) in and to all ideas, suggestions, enhancements, recommendations or other feedback related to the Services (collectively, "Feedback") You provide, including without limitation any and all intellectual and proprietary rights therein. Without limiting the foregoing, YourCause shall have all rights to use, reproduce, modify, edit, adapt, publish, sell, translate, create derivative works from, distribute, transmit, display, perform, and license and/or sell Feedback, contribute or otherwise provide to or through the Services (in whole or part) and/or incorporate such Feedback, in whole or in part, in other works in any form, media or technology now known or later developed for any purpose without compensation to You or any third party.

SLA AND CHANGES TO THIS TERMS OF SERVICE

No credit will be available under YourCause service level guaranty or agreement for interruptions of service resulting from the violation of these Terms of Service.

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will notify you of all new clauses. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

Update Log:

- April 2017
- April 2018