



## GiveCentral Terms of Use - Donors

### Acceptance of the Terms of Use

These terms of use (“**Terms of Use**”) are entered into between you (“**you**”, or “**your**”) and GiveCentral (“**GiveCentral**”, “**we**”, “**us**”, “**our**”). These Terms of Use govern your access to and use of givecentral.org, including any content, functionality and services offered on or through givecentral.org (the “**Website**”).

Please read the Terms of Use carefully before you start to use the Website. By using the Website, you accept and agree to be bound by these Terms of Use, our Privacy Policy, found at <https://www.givecentral.org/gc-privacy-policy> and our Acceptable Use Policy, found at <https://www.givecentral.org/gc-acceptable-use-policy>. If you do not agree to these Terms of Use, you must not access or use the Website.

Only persons who are 13 years of age or older, and reside in the United States, or any of its territories or possessions are eligible to use this Website. By using this Website, you represent and warrant that you meet the eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

### Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website after they are posted.

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

### Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.

- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise is governed by our Acceptable Use Policy and our Privacy Policy, and you consent to all actions we take with respect to your information consistent with those policies.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to, or use of, your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

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

### **Intellectual Property Rights**

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### **Prohibited Uses**

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

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate GiveCentral, a GiveCentral employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that violates the Acceptable Use Policy, restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm GiveCentral or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.

- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

### **Changes to the Website**

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

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

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **Linking to the Website**

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

### **Links from the Website**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **Geographic Restrictions**

The owner of the Website is based in Illinois in the United States (“**U.S.**”). We provide this Website for use only by persons located in the U.S. We make no claims that the Website or any of its content is accessible or appropriate outside of the U.S. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the U.S., you do so on your own initiative and are responsible for compliance with local laws.

### **Disclaimer of Warranties**

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#### **Limitation on Liability**

IN NO EVENT WILL GIVECENTRAL, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE TO YOU FOR ANY LOSS OF USE, REVENUE OR PROFIT, LOSS OF DATA, OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE, AND DESPITE THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL THE AGGREGATE LIABILITY OF GIVECENTRAL UNDER OR IN CONNECTION WITH THESE TERMS OF USE OR THEIR SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE LESSER OF ACTUAL DIRECT DAMAGES OR \$100.00 USD. THE FOREGOING LIMITATION APPLIES DESPITE THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. YOU MUST BRING ANY ACTION NO MORE THAN TWELVE MONTHS AFTER THE EVENT GIVING RISE TO THE ACTION, AND YOU EXPRESSLY WAIVE ANY RIGHT TO INVOKE ANY DIFFERENT LIMITATION ON THE BRINGING OF ACTIONS UNDER STATE LAW.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

You agree to defend, indemnify and hold harmless GiveCentral, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

### **Arbitration**

You and GiveCentral agree that all controversies and claims arising under or relating to this Agreement are to be resolved by arbitration on an individual basis in accordance with the rules of the American Arbitration Association before one arbitrator selected in accordance with those rules. You and GiveCentral agree that each of you and GiveCentral may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. The arbitration is to be conducted in Chicago, Illinois. The arbitrator is to apply Illinois law, without regard to its choice of laws principles. You and we agree to submit to any court of competent jurisdiction for purposes of the enforcement of any award, order or judgment. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.

### **Waiver of Jury Trial**

You and GiveCentral, to the extent permitted by law, knowingly, voluntarily, and intentionally waive the right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement and the transactions it contemplates. This waiver applies to any action or legal proceeding, whether sounding in contract, tort or otherwise.

### **Waiver and Severability**

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

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

### **Entire Agreement**

The Terms of Use, our Privacy Policy, and Acceptable Use Policy constitute the sole and entire agreement between you and GiveCentral with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

### **Your Comments and Concerns**

This website is operated by Coleman Group Consulting Incorporated d/b/a GiveCentral, 2 N. Riverside Plaza, Suite 1350, Chicago, IL 60606.

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: [support@givecentral.org](mailto:support@givecentral.org).