

Terms of Use (United Kingdom)

We are pleased that you have chosen to review our Terms of Use, which are incorporated by reference into the Site and govern its operations. For assistance with the use of the functionality forming part of the Site, you should consult the User Guide located under the “Help” section of the Site, as well as the FAQ’s.

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Introduction

Welcome to your company's workplace giving web site and tools (the "**Site**"). The Site is operated by Benevity, Inc. ("**Benevity**"), a donation processing technology company that, among other things, licenses certain application programming interfaces respecting micro-donation functionality (the "**Benevity Platform**" or the "**Benevity APIs**") to employers, such as your company (the "**Employer**").

Using the Benevity Platform through the Site, authorised users of the Site will be offered the opportunity to make contributions of time and/or money to an "eligible charity" and request that your Employer match such contributions or request that you Employer match a donation you have made directly to an Eligible Charity. The Site uses a donor advised fund arrangement to enable broad charity choice, currently administered by Charitable Giving, a charity registered with the UK Charity Commission whose primary activity is donor advised fund administration. Charitable Giving will further its charitable purposes by accepting (through the Benevity Platform) contributions of money from the Employer, users of the Site (collectively, "**Donors**"), briefly holding the contributed funds, and distributing the funds to organisations that are registered charities with the UK Charity Commission and 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**"). When you select an Eligible Charity from the Eligible Charities Database, you are advising Charitable Giving that you recommend they disburse your contributions and any eligible Employer matching funds (including matching funds for contributions of time and contributions you have made directly to an Eligible Charity) to the Eligible Charity.

Privacy Notice

The information provided by you at or in connection with the Site, as well as information about your transactions in connection with Giving Programs as defined below, is required to manage your utilization of the Site, the Benevity Platform and your participation in the Giving Programs. You consent to and authorize each of Employer, Benevity, and Charitable Giving, its subsidiaries and affiliates and any other third parties with whom any of the foregoing contract 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 fulfill the terms of this Agreement, your participation in the Giving Programs and your utilization of the Benevity Platform. Unless you so choose by opting in via ticking the relevant check-boxes in your personal profile on the Site, no information identifying you as a Donor will be given to any other Eligible Charity except in accordance with this Agreement and applicable law. The collection, use and disclosure of personal information about you by Employer will be in accordance with the Employer's personal data protection policy and applicable law. Your personal data will be held in the US and may be subject to data protection laws less stringent than that in the UK.

Please read the following carefully.

1. Eligibility for Giving Programs

1.1 The Employer has established one or more donation or volunteering programs (called "Giving Programs") within the Site to facilitate the donation of time or money to a list of charities from within the Eligible Charity Database ("**Eligible Charities**").

The Employer may add, remove or otherwise change 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 Site to Eligible Charities via a “donor advised fund arrangement” discussed below.

1.2 This agreement (as it may be amended from time to time, this “Agreement”) sets 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 relating to Giving Programs. This Agreement may be amended at any time by written agreement between Benevity and the Employer (sometimes collectively referred to as “We” and “Us”), who shall subsequently post the amended version to the Site, without any obligation to provide you notice of any such amendment(s).

2. Your Profile and Account Responsibilities

2.1 You may use the Site from a UK domain or location or from another location if you are a UK taxpayer, and you agree to the terms below. If you disagree with any of these terms, you are not entitled to access or utilize any of the Benevity Platform’s charitable donation functionality presented in the Site.

2.2 You agree that all information you submit to the 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 Site account. It is your responsibility to maintain the confidentiality of your Site password, and you are responsible for and We are authorized to effect any activities that occur in your Site account. You agree that We may send you important information and notices regarding the 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 Site.

2.3 You are responsible for all activities that occur in your Site account. You shall treat other 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 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 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 or Employer or Charitable Giving 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 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 any relevant Giving Program Agreement or any applicable terms of use or other policies or documentation respecting the Site (collectively, “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, on or via the Site (via hyperlink, i-frame or otherwise) is deemed notice to you of this Agreement and any amendment of it, where notice is required or permitted to be given. Furthermore, registration as a Donor or activation of your profile on the 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, Charitable Giving and their respective trustees, 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 Site. Generally, the creation and allocation of donation amounts to the credit of a Donor within the Benevity Platform represents either: (a) the purchase by a Donor of donation amounts using its own funds (via payroll deduction or credit card) but facilitated through the Site (a “**Direct Gift**”); or (b) a gift by a Donor of the right 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 Charitable Giving’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 (a “**Matching Gift**”). Employer will determine and set forth in the terms of the 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 Charitable Giving 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 Charitable Giving, the donation will normally represent a receiptable gift by the Donor to Charitable Giving through the Benevity Platform, subject to Charitable Giving'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 giftcard, "**DollarsforDoers**" or similar awards or some Matching Gifts), it is intended that the recipient of the Gift receive only the right to provide Donor Advice. The Employer or other Donor agrees that upon allocation to other Donors within the Benevity Platform and upon the corresponding funds being transferred to Charitable Giving, the donation amount will normally represent a receiptable donation by such Employer or Donor to Charitable Giving, subject to Charitable Giving'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 to "match" your donations of money or time made by users of the Site and/or directly to Eligible Charities on terms determined by them (a "**Matching Program**"). A matching component from an Employer does not normally result in Donors directly acquiring donation amounts as described above. Matching Programs result in the Employer making a donation to Charitable Giving, which will be disbursed to the Eligible Charity you selected, subject to Charitable Giving's approval of the Donor Advice and to the Default Rules. Donations made under Matching Programs are at the complete discretion of the Employer and may not reflect real-time availability of remaining budget as displayed on the Site.

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

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 Charitable Giving 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 with respect to the Gift being made and all 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 Employer or Charitable Giving on account of donation currency to which you are entitled through participation in any Giving Program will be held in trust by or on behalf of Employer in accordance with this Agreement and any relevant Giving Program Agreement. Charitable Giving must be in receipt of funds from or via Employer representing the redemption amount of all donation currency allocated to a Giving Account before any donation is formally effected or 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 Charitable Giving 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 Charitable Giving in its discretion.

5.4 If your Employer adjusts the donation currency to which you are entitled pursuant to the applicable Giving Program, Benevity may adjust the relevant Giving Account and the donation funds held in trust by or on behalf of Employer for its or your benefit accordingly.

6. Donations

6.1 In delivering certain aspects of the Giving Programs and the Site, Employer utilizes both the Benevity Platform and the services of Charitable Giving. Depending upon the nature of the Site, it may also utilize the services of other donor advised fund sponsoring organizations to effect similar results for users in other jurisdictions. You direct Employer or its agent to make a gift on your behalf of all funds held in trust by Employer or its agent for your benefit on account of donation currency earned or acquired or allocated by you, subject to adjustments permitted under this Agreement, to Charitable Giving on the date (the “**Donation Date**”) that is the later of (a) and (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 instructed Employer 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; and

(b) is the date on which Charitable Giving is in receipt of unrestricted funds in an amount equaling the donation currency allocated

Such Gifts will be received by Charitable Giving or by Employer as agent to be transferred to Charitable Giving, and thereafter will normally be a tax receiptable donation made by the Donor to Charitable Giving. All such donations, will be paid to Charitable Giving’s sponsored donor advised fund and will be subject to a fee of 1.46% (the “**Management Fee**”) payable to Charitable Giving which your Employer will pay on your behalf directly to Benevity for the benefit of Charitable Giving. The amount of your donation to Charitable Giving, or Charitable Giving’s contribution to any Eligible Charity, will not be reduced by the Management Fee. In the event your right to donation currency 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 incur a merchant account charge (“**Merchant Fees**”) which your Employer will pay on your behalf directly to Benevity for the benefit of Charitable Giving. The amount of your donation to Charitable Giving, or Charitable Giving’s contribution to any Eligible Charity, will not be reduced by the Merchant Fee.

7. Tax and Tax Receipts

7.1 If you are a UK taxpayer and in compliance with this Agreement and all other Site Documents, you will normally receive a tax receipt (PDF file accessible at the Site or by email) with respect to applicable Gifts made by or on your behalf to Charitable Giving 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 Site by 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 taxation year in which the amounts were donated to Charitable Giving

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 Charitable Giving 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 Site Document, or the issuance of any tax receipts in your name by or on behalf of Charitable Giving, in no event shall Benevity, Employer or Charitable Giving 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 Site or otherwise. You must consult your own tax and legal advisors respecting the actual tax or other impact of donations made by you through the Site.

8. Employer as Your Trustee

8.1 You irrevocably appoint Employer as your trustee to receive funds from you 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 Employer or by Charitable Giving on behalf of Employer for your benefit;

(b) these funds may be comingled with funds received in trust for other users on account of donation amounts earned or provided by such users;

(c) Employer or its designee, as trustee, 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) Employer or Charitable Giving can deduct the Management Fee and any Merchant Fees set forth in Section 6.1;

(e) Employer or Charitable Giving has no responsibility or duty to invest these funds provided however that if interest is earned on these funds, Charitable Giving can keep any interest earned, and pay such interest to itself;

(f) In performing its obligations and duties hereunder, 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) Employer will have no liability or responsibility as trustee until funds are received from a third party payment processor on account of donation currency earned or purchased by you;

(h) Employer may retain the services of Charitable Giving, Benevity or others to perform any of its obligations under this Agreement, including its obligations as trustee hereunder;

(i) Employer will be released from its obligations as trustee upon the donation or deemed donation of these funds to or for the benefit of Charitable Giving;

(j) Upon any suspension, disqualification or termination of this Agreement, any Giving Program Agreement or your privileges to use the Site, Employer will continue to be your trustee until such time as there are no longer any funds held by or on behalf of Employer for your benefit on account of donation currency, subject to the Default Rules; and

(k) Employer can amend this Agreement and the terms of this trust as it may determine in its sole discretion, provided that no amendment may change the beneficial ownership of such funds without your consent.

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

9. Suspension, Disqualification and Termination

9.1 Either Benevity or Employer, in its sole discretion, may suspend your participation in any Giving Program for any reason with or without notice, including without limitation, if there is a negative balance in your Giving Account. Employer will contact you by email at the address provided in your user profile or other contact information on the 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 Employer as trustee will be entitled to transfer any funds held in trust for your benefit on account of donation currency to Charitable Giving and Charitable Giving will be entitled to utilize any such funds as it may determine in its sole discretion.

9.2 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 Charitable Giving 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 Charitable Giving and Charitable Giving contribution of funds to an Eligible 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 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 HMRC or other relevant regulatory agency, or (b) is otherwise no longer in the Eligible Charity Database; (iii) the donation amounts allocated across the Benevity Platform to a particular Eligible Charity that has not provided electronic payment information do not exceed the transfer threshold of Charitable Giving (currently 100 pounds) within 2 years of the relevant Donation Date; or (iv) Charitable Giving, exercising its discretion as the sponsoring organization of a donor advised fund, chooses to disagree with or ignore the Donor Advice, then Charitable Giving will make or request your Employer to provide advise on 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) Charitable Giving determines that the donation is not properly receiptable by it under applicable law, Charitable Giving may issue the tax receipt to the Employer if applicable and in all other cases the subject donation will be deemed “anonymous” 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 Charitable Giving 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 Credits are unequivocally transferred to Charitable Giving.

11. Representations and Warranties

11.1 You represent and warrant to each of Employer, Benevity, Charitable Giving and 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. Governing Law

12.1 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 Site; (c) oral or written statements, advertisements or promotions relating to this Agreement or the Benevity Platform or the Site or any Giving Program; (d) the relationships that result from this Agreement (including relationships with third parties) (collectively, a “**Claim**”), shall be governed by, construed and enforced in accordance with the laws of England and Wales, excluding its principles of conflicts of law.

13. Miscellaneous

13.1 You are solely responsible for any personal tax liability arising from participation in any Giving Program. You are advised to consult with a personal tax advisor in order to determine any personal tax consequences. You agree to release Employer, Benevity, Charitable Giving and their respective trustees, 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 Site or otherwise.

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

13.3 Employer, Benevity and Charitable Giving may rely on your acceptance of and agreement with this

Agreement. No person or entity other than you, Employer, Benevity, Charitable Giving are intended to be a beneficiary of or may rely on this Agreement unless expressly stated herein.

13.4 No delay or omission by 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 Employer and Benevity may, in its 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 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 Employer's or Benevity's rights or remedies as a result of any other breach of this Agreement.

13.5 You agree to hold Employer, Benevity, Charitable Giving and their respective trustees, 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.

13.7 Benevity is not affiliated in any manner with any Eligible Charities and is not agent, representative or employee of any of them (other than limited agent of Charitable Giving) and no such party has the power to obligate or bind the other. Giving Programs, this Agreement and any other 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 Employer nor Benevity makes any representations or warranties, express, implied or statutory, to you in connection with the Benevity Platform, any Giving Program, Partner, or any Eligible Charity. You assume total responsibility and risk for your use of the Site and your reliance thereon. You consent to the formation of contractual relations through electronic communications.

13.8 Notwithstanding the governing law of any agreement between you and your Employer or other Matching Partner, this Agreement and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law. Any interpretation, question or dispute regarding a Giving Program or this Agreement will be resolved at the sole discretion of Employer or Benevity, as the case may be. In no event will 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 favor 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.

13.9 This Agreement constitutes the entire agreement between you and Benevity regarding your utilization of the Benevity Platform in the Site, including without limitation your entitlement to be paid the funds held by or on behalf of your Employer for your benefit on account of donations.

If you have any questions regarding these Terms, your use of the Site or any other matter relating to Employer's Giving Programs, please contact us at support@benevity.com