

DonorGive Terms of Service

Effective Date: June 5, 2025

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

Welcome to the website of DonorGive (“we,” “our,” or “us”). These Terms of Service (“Terms” or “Agreement”) govern your use of our Website at donorgive.com and any sub domains or microsites (“the Website”). You (the “User”) signify that you have read, understand, and agree to be bound by these Terms in order to access and use the Website.

Eligibility

You must be at least 13 years of age to use this Website. We may delete your profile and any content or information that you have posted on the Website if we believe that you are under 13. If you are under 18, you may only use the Website with the involvement and consent of a parent or guardian.

Registration, Account Security, and Attribution

For some areas of the Website, you may have to complete a registration process or create a profile. Completion of the process will usually create an account with a username and password or other identifier which you agree to guard as confidential information. You 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 username, password, or other security information. You agree to provide accurate, current, and complete information at all times. You also agree that you will review, maintain, correct, and update such information in a timely manner. If you provide (or we have reasonable grounds to believe that you provided) any information that is inaccurate, not current, or incomplete, we may suspend or terminate your access, in addition to exercising all rights and remedies allowed by law.

You agree that all uses of the identifier established for you during a registration or similar process will be attributed to and legally bind you and may be relied upon by us and our agents, affiliates, and other third parties with whom we work in order to provide the Website, Content, services, or pursue our mission (including but not limited to our respective affiliates, officers, employees and agents) (collectively “Third Parties”), as being a use made by you, even if someone else used your identifier.

Proprietary Rights in Site Content and Limited License

All content on the Website, including but not limited to designs, text, graphics, pictures, animation, video, information, software, music, sound, and other files, and their selection and arrangement (the “Site Content”), are the proprietary property of DonorGive or its licensors with all rights reserved. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the prior written permission of DonorGive, except that the foregoing does not apply to your own User Content (as defined below) that you legally post on the Website. You may not republish Site Content on any Internet, Intranet, or Extranet site or incorporate the information in any other database or compilation, whether published or unpublished. Any other use of the Site Content is strictly prohibited. Such license is subject to these Terms and does not include use of any data mining, robots, or similar data gathering or extraction methods. Any use of the Website or the Site Content other than as specifically authorized herein, without the prior written permission of DonorGive, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time without notice and with or without cause.

Trademarks, Service Marks, and Copyrights

All uses of DonorGive federally registered and common law trademarks, service marks, and trade names, including but not limited to those listed below, are strictly prohibited unless approved in writing by us.

- Any other DonorGive graphics, logos, designs, page headers, button icons, scripts, and service names.

The works of authorship contained on the Website, including but not limited to all design, text, and images (the “Materials”), are owned or licensed by DonorGive or its affiliates and may not be copied, reproduced, transmitted, displayed, performed, distributed, rented, sublicensed, altered, stored by subsequent use, or otherwise used, in whole or in part, in any manner without our prior written consent. Unless permitted otherwise in writing, you may only access the Materials located within the Website for your personal use.

User Conduct

You understand that use of the Website is available for your personal, non-commercial use only, and you agree to use the Website only for lawful purposes. You represent, warrant, and agree that no materials of any kind submitted through your account or otherwise posted or shared by you will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity, or other personal or proprietary rights, or contain libelous, defamatory, or otherwise unlawful material. You further agree that you may not use the Website in any unlawful

manner or in any other manner that could damage, disable, overburden or impair the Website. In addition, you agree not to use the Website to:

- Misuse our services or website functionality;
- Interfere with our systems or security;
- Register for more than one User account, register for a User account on behalf of an individual other than yourself, or register for a User account on behalf of any group or entity, unless you are personally responsible for the account of the group or entity;
- Impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age, or your affiliation with any person or entity;
- Upload or transmit any unlawful or offensive content;
- Use the Website to intimidate or harass others;
- Use or attempt to use another's account, service, or system without authorization from DonorGive, or create a false identity on the Website;
- Upload, transmit, share, store, or otherwise make available content that, in the sole judgment of DonorGive, is objectionable or which restricts or inhibits any other person from using or enjoying the Website, or which may expose DonorGive or its Users to any harm or liability of any type.

User Content Posted on the Website

You are solely responsible for the content you upload, publish, or display (hereinafter, "post") on or the Website ("User Content"). You understand and agree that DonorGive may, but is not obligated to, review and delete or remove (without notice) any User Content in its sole discretion, including without limitation User Content that in the sole judgment of DonorGive violates this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others. User Content shall include your name, picture, likeness, and voice.

By posting User Content to any part of the Website, you grant to DonorGive an irrevocable, perpetual, non-exclusive, transferable, worldwide license (with the right to sublicense) to use, copy, publicly display, reproduce, reformat, translate, excerpt (in whole or in part), and distribute such User Content for any purpose on or in connection with the Website or the promotion thereof, to prepare derivative works of, or incorporate into other works, in any format or media (whether now known or hereafter created) throughout the world. Once you have posted User Content to any part of the Website, you may not be able to remove it. By posting User Content on the Website, you represent to DonorGive that you own or have the right to use and permit DonorGive to use such User Content in the manner noted above. This shall include any pictures

you post on the Website that include individuals other than yourself or any videos you post that contain images, names, or voices of individuals other than yourself.

Personal and Third-Party Appeals Prohibited

You agree that you will not use the Website to solicit for, raise funds for, advertise or promote goods, services, causes, organizations, foundations, or charities (collectively, “Personal Appeals”) other than your missionary service as approved by DonorGive, and you further agree that you will not use the Website to solicit for, raise funds for, advertise or promote goods, services, causes, organizations, foundations, or charities of others (collectively, “Third-Party Appeals”) including, without limitation, other missionary-related organizations, foundations, or charities. You understand and agree that any content deemed by DonorGive to constitute a Personal Appeal or Third-Party Appeal may be removed without notice, and you further agree that DonorGive is not responsible for any loss or damage resulting from the removal of such content. Any suspected Personal Appeals or Third-Party Appeals should be reported by contacting us.

You understand and agree that it is impractical for DonorGive to monitor all postings and other User Content on the Website to ensure that it does not contain unauthorized Personal Appeals or Third-Party Appeals. Therefore, you agree not to use the Website to respond to any Personal Appeal or Third-Party Appeal that may be contained in a posting or other User Content on the Website, and that using the Website to respond to such Personal Appeal or Third-Party Appeal is a violation of these Terms. Further, DonorGive strongly recommends that you do not respond by other means to any Personal Appeal or Third-Party Appeal posted on the Website.

Intellectual Property Complaints

If you believe that any material on the Website infringes upon any copyright, trademark, or other right which you own or control, you may send a written notification of such infringement to our Designated Agent as set forth below:

Asiatico & Associates, PLLC
5801 Headquarters Drive, Suite 700
Plano, Texas 75024

Repeat Infringer Policy

In accordance with applicable law, DonorGive has adopted a policy of terminating, in appropriate circumstances and at the sole discretion of DonorGive, Users who are deemed to be repeat infringers. DonorGive may also at its sole discretion limit access to the Website or terminate the rights of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Links to Other Websites and Content

The Website contains (or you may be sent through the Website) links to other websites (“Third Party Sites”) as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, software, and other content belonging to or originating from third parties (the “Third Party Content”). Such Third Party Sites and Third Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Website or any Third Party Content posted on the Website, including without limitation the content, accuracy, offensiveness, opinions, reliability, or policies of or contained in the Third Party Sites or the Third Party Content. Inclusion of or linking to any Third-Party Site or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Website and access the Third-Party Sites, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Website.

User Disputes

You are solely responsible for your interactions with other DonorGive Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users.

Privacy

We care about the privacy of our Users. Our Privacy Policy is available at donorgive.com. By using the Website, you are consenting to have your personal data transferred to and processed in the United States.

Online Donations

You are responsible for the accuracy and legitimacy of any credit card information you provide on the Website in order to make purchases or donations. By providing the information, you represent that such information is accurate, complete and correct and that you have the lawful right to provide such information. In order to make donations using the payment method displayed on the Website, you must be 18 years of age or over. Billing to your credit card or to your account occurs at the time of donation or shortly thereafter. You expressly authorize DonorGive to charge the credit card provided by you or listed on your account for any donations submitted online via the Website.

DonorGive uses industry-standard SSL (secure socket layer) technology to protect your information and provide a safe and secure environment for online donations. It will not sell, trade, or share your personal information with anyone else, nor send donor mailings on behalf of other organizations, and will only share personal information if you have given it specific written permission to do so.

Disclosure Statement

CONTRIBUTIONS ARE DEDUCTIBLE FOR FEDERAL INCOME TAX PURPOSES IN ACCORDANCE WITH APPLICABLE LAW. REGISTRATION IN A STATE DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION OF DONORGIVE BY THE STATE.

Disclaimers

DonorGive is not responsible or liable in any manner for any User Content or Third-Party Content posted on the Website. Although we provide rules for User conduct and postings, we do not control and are not responsible for what Users post on the Website and are not responsible for any offensive, inappropriate, obscene, unlawful, or otherwise objectionable content you may encounter on the Website or in connection with any User Content or Third-Party Content. DonorGive is not responsible for the conduct, whether online or offline, of any User of the Website.

The Website may be temporarily unavailable from time to time for maintenance or other reasons. DonorGive assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications or Site Content. DonorGive is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any Site or combination thereof, including injury or damage to Users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web or in connection with the Website. Under no circumstances will DonorGive be responsible for any loss or damage, including any loss or damage to any User Content or personal injury or death, resulting from anyone's use of the Website, any User Content or Third-Party Content posted on or through the Website or transmitted to Users, or any interactions between Users of the Website, whether online or offline.

THE WEBSITE AND THE WEBSITE CONTENT ARE PROVIDED "AS-IS" AND DONORGIVE DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. DONORGIVE CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE WEBSITE. DONORGIVE DOES NOT REPRESENT OR WARRANT THAT CONTENT OR MATERIALS ON THE WEBSITE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE OR THAT THE WEBSITE OR ITS SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, YOU SHOULD EXERCISE CAUTION IN THE USE AND DOWNLOADING OF ANY SUCH CONTENT OR MATERIALS AND USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES.

DonorGive reserves the right to change any and all content contained on the Website and any services offered through the Website at any time without notice. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or

otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof, or any affiliation therewith, by DonorGive.

Limitation on Liability

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, IN NO EVENT WILL DONORGIVE OR ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE WEBSITE OR ANY OF THE WEBSITE CONTENT OR OTHER MATERIALS ON OR ACCESSED THROUGH THE WEBSITE, EVEN IF DONORGIVE IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, DONORGIVE'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO DONORGIVE FOR SERVICES, BUT IN NO CASE WILL DONORGIVE'S LIABILITY TO YOU EXCEED \$1,000. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO DONORGIVE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM DONORGIVE, REGARDLESS OF THE CAUSE OF ACTION.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Governing Law, Venue, and Jurisdiction

By visiting or using the Website, you agree that the laws of the State of Texas, without regard to principles of conflict of laws, will govern these Terms of Service and any dispute of any sort that might arise between you and DonorGive or any of our affiliates. With respect to any disputes or claims not subject to arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts of Texas, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts of Texas.

Arbitration

YOU AND DONORGIVE AGREE THAT THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THESE SITE TERMS OF SERVICE OR THE WEBSITE (INCLUDING YOUR VISIT TO OR USE OF THE WEBSITE) SHALL BE FINAL AND BINDING ARBITRATION, except that, to the extent that either party has in any manner infringed upon or violated or threatened to infringe upon or violate the other party's patent, copyright, trademark, or trade secret rights, such other party may seek injunctive or other appropriate relief.

Arbitration under this Agreement shall be conducted by the American Arbitration Association (the “AAA”) under its Commercial Arbitration Rules and, in the case of consumer disputes, the AAA’s Supplementary Procedures for Consumer Related Disputes (the “AAA Consumer Rules”) (collectively, with the AAA, the “AAA Rules”). The location of the arbitration shall be limited to the Dallas-Fort Worth Metroplex and the allocation of costs and fees for such arbitration shall be determined in accordance with such AAA Rules and shall be subject to the limitations provided for in the AAA Consumer Rules (for consumer disputes). If such costs are determined to be excessive in a consumer dispute, DonorGive will be responsible for paying all arbitration fees and arbitrator compensation in excess of what is deemed reasonable. The arbitrator’s award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

To the fullest extent permitted by applicable law, NO ARBITRATION OR CLAIM UNDER THESE TERMS OF SERVICE SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF DONORGIVE’S SERVICES OR THE WEBSITE, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. In no event shall any claim, action or proceeding by you related in any way to the Website (including your visit to or use of the Website) be instituted more than three (3) years after the cause of action arose.

Indemnification

You agree to indemnify and hold DonorGive, its affiliates, and each of their directors, officers, agents, contractors, partners, employees, and volunteers (collectively, the “DonorGive Releasees”) harmless from and against any loss, liability, claim, demand, damages, costs, and expenses, including reasonable attorney’s fees, arising out of or in connection with any User Content, any Third-Party Content you post or share on or through the Website, your use of the Website, your conduct in connection with or the Website or with other Users of the Website, or any violation of this Agreement or of any law or the rights of any third party.

Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information about the Website (“Submissions”), provided by you to DonorGive are non-confidential and shall become the sole property of DonorGive. DonorGive shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Other

These Terms of Service constitute the entire agreement between you and DonorGive regarding the use of the Website, superseding any prior agreements between you and DonorGive relating to your use of the Website. The failure of DonorGive to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision in that or any other instance. If any provision of this Agreement is held invalid, the remainder of this Agreement

shall continue in full force and effect. If any provision of these Site Terms of Service shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Service and shall not affect the validity and enforceability of any remaining provisions.

Questions

Please contact us for more information.