



Terms of Use

Exhibit C

Terms of Use for GiveWorx's Online Donation Platform, ENABLE and ENHANCE Program

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCESSING OR USING THE PROGRAM PROVIDED BY GIVEWORX LLC ("GIVEWORX"). BY ACCESSING OR USING THE WEBSITE OR PROGRAM, YOU ARE ENTERING INTO AND AGREEING TO BE BOUND BY THESE TERMS OF USE, AS UPDATED FROM TIME TO TIME (THIS "AGREEMENT"). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE PROGRAM OR WEBSITE.

1. General.

Your access to and use of the Program is governed by and subject to these Terms of Use, the GIVEWORX Software as a Service Agreement ("Subscription Agreement"), and the applicable terms and conditions governing the access to the Program (the "Service Rules"). The term "Program" refers to the use of GIVEWORX'S online donation platform ("Online Donation Platform") that may include tools for managing the initiation, receipt, and processing of donations from customers. By your acceptance of these Terms of Use, You acknowledge that You have agreed to the Subscription Agreement or that you are being directed to use the Program by a party to that Subscription Agreement, and that your access to and use of the Program is furthered governed by and subject to the terms of that Subscription Agreement.

2. Registration Obligations.

In consideration of Your access to and use of the Program, You represent that You are not a person barred from receiving the Program under the laws of the United States or other applicable jurisdiction. You agree to use the Program only for those purposes that are permitted by these Terms of Use and (c) by applicable law, regulation or generally accepted practices in the relevant jurisdictions. You also agree to: (a) provide true, accurate, current and complete information about Yourself and (b) maintain and promptly update Your information to keep it true, accurate, current and complete. If You provide any information that is untrue, inaccurate, non-current or incomplete, or GIVEWORX has reasonable grounds to suspect that such information is untrue, inaccurate, non-current or incomplete, GIVEWORX has the right to suspend or terminate Your account and refuse any and all current or future use of the Program (or any portion thereof). You also understand and agree that the Program may include certain communications from GIVEWORX (e.g., service announcements, administrative messages and other information and alerts), and that these communications are considered part of the Program and You will not be able to opt out of receiving



them.

3. Modifications to the Program.

You acknowledge and agree that GIVEWORX may modify or cease to provide (permanently or temporarily) all or any portion of the Program from time to time without prior notice to you. In the event that GIVEWORX stops providing or terminates your right to use the Program, then you may be prevented from accessing the Program, the details of your account, and any files or content contained in your account.

4. Restrictions on Use.

You shall use the Program strictly in accordance with these Terms of Use and shall not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Program; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Program; (c) violate any applicable laws, rules or regulations in connection with Your access or use of the Program; (d) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of GIVEWORX or the licensors of the Program; (e) reproduce, duplicate, copy sell, trade, resell or use the Program for any purpose other than those for which it was designed or intended; (f) use the Program for data mining, scraping, crawling or compiling a collection of listings including, without limitation, a search tool or search service that is, directly or indirectly, competitive with or in any way a substitute for any services offered by GIVEWORX; (g) use the Program to develop, send or utilize automated queries; (h) use the Program to send e-mail (whether or not commercial and whether or not solicited or unsolicited); or (i) use any proprietary information or interfaces of the Program or of GIVEWORX or other intellectual property of GIVEWORX in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the Program.

5. Intellectual Property Rights.

5.1. Rights to Program. You acknowledge and agree that the Program and all copyrights, patents, trademarks, trade secrets and other intellectual property rights associated therewith are, and shall remain, the property of GIVEWORX. Furthermore, You acknowledge and agree that the source and object code of the Program and the format, directories, queries, algorithms, structure and organization of the Program are the intellectual property and proprietary and confidential information of GIVEWORX. Except as expressly stated in these Terms of Use, You are not granted any intellectual property rights in or to the Program by implication, estoppel or other legal theory, and all rights in and to the Program not expressly granted in these Terms of Use are hereby reserved and retained by GIVEWORX.



5.2. GIVEWORX Marks. You acknowledge and agree that the following company names and logos and all related product and service names, design marks and slogans are trademarks and service marks owned by and used under license from GIVEWORX: “GIVEWORX.COM” and “GIVEWORX” (the “GIVEWORX Marks”). You are not authorized to use the GIVEWORX Marks in any advertising, publicity or in any other commercial manner without the prior written consent of GIVEWORX, which may be withheld for any or no reason.

5.3. Restriction on Transfer. You may not sublicense or transfer the Program, these Terms of Use, or any of the rights granted hereunder. Any attempted transfer in contravention of this provision shall be null and void and of no force or effect.

6. Collection, Storage and Use of Information.

6.1. Consent to Use Information. You hereby authorize and consent to the collection, storage and use, by GIVEWORX and its partners, agents or licensees, of any information and data related to or derived from Your use of the Program, and any information or data that You provide to GIVEWORX (“Information”). The Information will be treated as being non-confidential and nonproprietary, and GIVEWORX assumes no obligation to protect confidential or proprietary information (other than personally identifiable information) from disclosure. GIVEWORX will be free to reproduce, use, and distribute the Information to others without restriction. GIVEWORX will also be free to use any ideas, concepts, know-how or techniques contained in the Information for any purpose whatsoever including, without limitation, developing, manufacturing and marketing products and services incorporating such Information.

6.2. Privacy Policy. You represent that You shall comply with the terms and conditions of the GIVEWORX privacy policy (“Privacy Policy”) (which is available at www.giveworx.com), which sets forth and describes the practices of GIVEWORX with respect to the collection, use and disclosure of Information in connection with Your use of the Program. GIVEWORX reserves the right to change the provisions of its privacy policy at any time and from time to time at its sole discretion. GIVEWORX will post any changes to its privacy policy at the web address set forth in the preamble to these Terms of Use. Your use of the Program following the posting of such changes to the privacy policy will constitute Your acceptance of any such changes.

7. Term and Termination.

7.1. Term. These Terms of Use shall be effective until terminated.

7.2. Termination. GIVEWORX may, in its sole and absolute discretion, at any time and for any or no reason, suspend or terminate these Terms of Use and the rights afforded to You hereunder with or without prior notice. Furthermore, if You fail to comply with any terms and conditions of these



Terms of Use, then these Terms of Use and any rights afforded to You hereunder shall terminate automatically, without any notice or other action by GIVEWORX. Upon the termination of these Terms of Use, You shall cease all use of the Program and uninstall any residual components of the Program.

8. Disclaimer of Warranties.

THE PROGRAM IS PROVIDED ON AN “AS-IS” AND “WHERE IS” BASIS AND GIVEWORX MAKES NO, AND EXPRESSLY DISCLAIMS ANY OTHER, WARRANTY OF ANY NATURE OR KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THOSE THAT MAY OTHERWISE ARISE FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

9. Limitation of Liability.

9.1. Exclusion. **WITHOUT LIMITING THE PROVISIONS OF SECTION 8 ABOVE, GIVEWORX, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, AND AFFILIATES, WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES THAT ARISE OUT OF OR RELATE TO THE PROGRAM (INCLUDING ITS USE BY YOU OR ANY THIRD PARTY), WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAVE BEEN DISCLOSED IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH ANY CLAIM MAY BE BASED.**

9.2. Additional Limits. **NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE AGGREGATE LIABILITY OF GIVEWORX AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, AND AFFILIATES, FOR ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH THESE TERMS OF USE OR YOUR USE OF THE PROGRAM SHALL NOT EXCEED THREE (OR SUCH LESSER NUMBER OF MONTHS AS SHALL HAVE ELAPSED SUBSEQUENT TO YOUR ACCEPTANCE OF THESE TERMS OF USE) TIMES THE ONE MONTH AVERAGE OF THE AMOUNT OF THE FEES PAID TO GIVEWORX BY YOU HEREUNDER (EXCLUSIVE OF INTERCHANGE FEES, ASSESSMENTS, PCI DSS CHARGES AND ANY OTHER FEES OR COSTS THAT ARE IMPOSED BY A CARD SCHEME OR A THIRD PARTY IN CONNECTION WITH YOUR CONTRIBUTION OR PAYMENT OF THE FEES).**

10. Indemnification of GIVEWORX.

You shall indemnify, defend and hold harmless GIVEWORX and its affiliates, partners, suppliers and licensors, and each of their respective officers, directors, agents and employees (the “Indemnified Parties”) from and against any claim, proceeding, loss, damage, fine, penalty, interest and expense (including, without limitation, fees for attorneys and other professional advisors) arising out of or in



connection with the following: (i) Your access to or use of the Program; (ii) Your breach of these Terms of Use pursuant to which you are using the Program or ; (iii) Your violation of law; (iv) Your negligence or willful misconduct; (v) any claim that your trademarks infringe on the intellectual property or other proprietary rights of any third party; or (vi) any of Your obligations with respect to any third party that accessed or utilized the Program, including those obligations relating to donations or arising under applicable law or pursuant to Payment Card Industry Data Security Standards.

11. Product Claims.

You hereby release GIVEWORX from any liability resulting from Your access or use of the Program, including, without limitation, the following: (i) any product liability claims; (ii) any claim that the Program fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection or similar legislation.

12. Miscellaneous.

12.1. **Governing Law.** These Terms of Use shall be deemed to take place in the State of Delaware and shall be governed by and construed in accordance with the laws of the State of Delaware, excluding its conflicts of law principles. These Terms of Use shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

12.2. **Assignment.** You shall not assign these Terms of Use or any rights or obligations herein without the prior written consent of GIVEWORX and any attempted assignment in contravention of this provision shall be null and void and of no force or effect.

12.3. **Severability.** If any provision of these Terms of Use is held to be invalid or unenforceable with respect to a party, the remainder of these Terms of Use, or the application of such provision to persons other than those to whom it is held invalid or unenforceable shall not be affected and each remaining provision of these Terms of Use shall be valid and enforceable to the fullest extent permitted by law.

12.4. **Waiver.** Except as provided herein, the failure to exercise a right or require performance of an obligation under these Terms of Use shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute waiver of any subsequent breach.

12.5. **OFAC.** You represent and warrant that You are not (x) located in any country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist sponsoring" country, or (y) listed on any U.S. Government list of prohibited or restricted parties



including the Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. You also agree that You will not use the Program for any purposes prohibited by applicable federal, local or international statute, law, rule, regulation or convention.

12.6. Arbitration. Any dispute, controversy or claim arising out of or relating in any way to the Agreement, including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the Agreement, shall be exclusively resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules (if in the United States of America) before a single arbitrator. The Parties also agree that the arbitration shall take place in Atlanta, Georgia and that AAA Optional Rules for Emergency Measures of Protection. The arbitrator shall have no authority to award punitive, consequential, special, or indirect damages. The cost of the arbitration proceeding including, without limitation, reasonable and documented attorneys' fees/legal fees and costs, shall be borne by the unsuccessful Party, as determined by the arbitrator, and shall be awarded as part of the arbitrator's award. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. No suit may be brought in any jurisdiction relating in any manner to this Agreement or the subject matter hereof except to enforce such arbitration decision.

12.7. Modification or Amendment. GIVEWORX may modify or amend the terms of these Terms of Use by posting a copy of the modified or amended Terms of Use on the GIVEWORX.COM website. You will be deemed to have agreed to any such modification or amendment by Your decision to continue using the Program following the date in which the modified or amended License is posted on the GIVEWORX.COM website.

12.8. Survival. The following sections of these Terms of Use and any other provisions of these Terms of Use which by their express language or by their context are intended to survive the termination of these Terms of Use shall survive such termination: Sections 1, 4, 5, 6, 9,9, 10, 11 and 12.

12.9. Entire Agreement. These Terms of Use, the GIVEWORX Privacy Policy, and the GIVEWORX Subscription Agreement constitute the entire agreement with respect to the use of the Program licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, and any other documents incorporated herein by reference, priority in resolving such conflicts shall be given first to the Subscription Agreement, and then to the Terms of Use in this Agreement, and then to the terms of the Privacy Policy.

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