

User Agreement: Donors & Charities

Purpose of this Document

This document outlines the terms of use of the Place2Give Foundation in Canada and the US. Individuals, families, businesses, charities and non-profit organizations can use all or some of the service offerings of Place2Give Foundation.

NOTE: Our work with non-profits (organizations that are registered as non-profits, but are not registered charities) and cross-border donations is on a case-by-case basis.

Donor Agreement for transactions made through Place2Give.com and using the GIVE_api, myPlace2Give “microfoundation”, Easy Donate Button and TheCardThatGives

Background information

About Donor-Advised Funds - DAF (myPlace2Give)

Conducting charitable giving activities through a donor-advised fund (DAF) is a well-established approach for individuals, families, groups, organizations, and companies that want to:

- take an immediate federal income tax deduction, to the extent allowed by law, when contributions are made to the DAF, even if the money is not distributed to qualified donees until subsequent years consolidate and
- simplify donations through a charitable giving account that provides flexibility, administrative convenience, cost savings, and tax advantages remain anonymous or otherwise determine how to be recognized for donations made through the DAF

Contributions to a DAF are irrevocable and all DAFs are owned or controlled by a sponsoring organization, which must be a public charity. The donor, however, has advisory privileges on the distribution of funds, as is the case with Place2Give

About Place2Give Foundation, Place2Give Foundation – US Inc.

Place2Give Foundation is the owner of an Internet portal located at <http://www.place2give.com> and <http://www.myplace2give.com> (the "Site") which, among other things: (a) provides electronic funds transfer services, receipting and other services to facilitate on-line donations to charities; and (b) lists various charities to which Users may donate.

The Donor wishes to obtain and Place2Give wishes to provide the electronic funds transfer services, receipting and other services to facilitate on-line donations.

1. DEFINITIONS

1.1 In this Agreement, the following terms have the following meanings:

- (a) “**Agreement**” means this agreement as it may be confirmed, amended, modified, supplemented or restated in writing by the Parties.
- (b) “**Amended Agreement**” is defined in Section 17.1.
- (c) “**Application**” means the software that uses, incorporates, or relies on the API.
- (d) “**API**” means the application programming interface and software whose functionality is accessible using that application programming interface that Licensor makes available to Licensee, subject to the terms and conditions of this Agreement, to access Charity Data, process charitable donations, and access functionality available in Licensor’s Advisor ToolboxTM software.
- (e) “**Basic API**” means a version of the API that Licensor makes available to Licensee subject to monthly payment of a subscription fee, and which includes features as of the date of this Agreement as listed in Schedule “A”.
- (f) “**Charity Data**” means charity financials, charity profiles, and other charity-related information that Licensor distributes to Licensee via the API.
- (g) “**Confidential Information**” is defined in Section 7.1.
- (h) “**Custom API**” means a version of the API that Licensor makes available to Licensee subject to monthly payment of a subscription fee, and which includes any and all customized features as of the date of this Agreement as listed in Schedule “A”.
- (i) “**Documentation**” means any written materials and documents Licensor makes available to Licensee, regardless of whether they are in print or electronic form, relating to the API.
- (j) “**Donation Easy Button**” means the customized donation application that the Licensee integrates on their platform for processing donations through Place2Give Foundation.
- (k) “**Micro-foundation**” means the unique Donor Advised Fund portal on myPlace2Give.
- (l) “**License**” is defined in Section 4.1.
- (m) “**Licensee**” means:
 - (i) you, in your personal capacity, if you own, control, or are developing the Application on your own behalf; or

- (ii) if you own, control, or are developing the Application on behalf of a third Person (for example, your employer), that third Person.
- (n) “**Licenser**” means Place2Give DBA Place2Give, a corporation having an office at Suite 109 – 5760, 9th St. SE, Calgary AB T2H 1Z9.
- (o) “**Loss**” means any loss, liability, damage, cost, expense, charge, fine, penalty or assessment and the costs and expenses of any action, suit, proceeding, demand, assessment, judgment, settlement or compromise and all interest, fines, penalties and reasonable professional fees and disbursements, including all costs associated with the enforcement of this Agreement.
- (p) “**Monthly Fee**” is defined in Section 2.1.
- (q) “**Parties**” means the Licensee and Licensor.
- (r) “**Person**” will be broadly interpreted and includes:
 - (i) a natural person, whether acting in his or her own capacity, or in his or her capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person;
 - (ii) a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind;
 - (iii) any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature; and
 - (iv) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.
- (s) “**Personal Information**” means information relating to identifiable individuals.
- (t) “**Registration Form**” is defined in Section 2.1.
- (u) “**Term**” is defined in Section 11.1.

- (v) “User” means a person or company that makes a donation through the API, DEB or Micro-foundation

2. **REGISTRATION**

2.1 **Account Creation.** Prior to being allowed to use the API or the DEB, or the Micro-foundation, Licensee will complete a registration form (“**Registration Form**”) in either electronic or hardcopy and submit that Registration Form to Licensor. The Registration Form may request information such as Licensee name, street address, e-mail address, phone number, login credentials to permit or facilitate using the API, payment information such as credit card information, and desired type of License as discussed in Section 4.2. The Registration Form will also inform Licensee of the then current monthly fee, payable by Licensee to Licensor, in order to obtain a License for the API (“**Monthly Fee**”). Licensee represents and warrants that the information Licensee provides in the Registration Form is accurate.

3. **SERVICES**

Subject to the terms and conditions of this agreement, Place2Give will provide, including but limited to the following services (the “Services”):

3.1 accept eligible on-line donations made to Qualified Donee ("Charity") by donors ("Users") through either

- (a) The Site,
- (b) The Donation Easy Button (as described below) located on the client’s website, by initial depositing donations in a bank maintained by the Place2Give Foundation; or
- (c) Third party online portals, as available from time to time (“Third Party Portals”);
- (d) E-mail donation receipts to Users for the eligible amount of the donation, as allowed under the Income Tax Act (Canada), R.S.C. 1985, c.1 (5th Supplement), as amended from time to time and the Canada Revenue Agency guidance, using the Place2Give Foundation charitable business number 833678840RR0001;
- (e) US Donation Processing portal such as DonateWell, Place2Give Foundation – US Inc., Tides Foundation, Global Giving, Charities Aid Foundation, Rotary International Foundation
- (f) transfer Donations minus the applicable transaction fees as described in Section 1.2 (the “Transaction Fees”) to the bank account of Client (the “Client Account”) specified in the Banking Information Form, using electronic fund transfer, as per Place2Give Foundation’s Disbursement Schedule as defined in Section 8; and
- (g) provide Client with information about Donations and information about Donation receipts e-mailed to Users in accordance with Place2Give’s and Place2Give Privacy Policies, as may be amended from time to time.

The Donation Easy Button allows Users to make Donations on the Client's own website utilizing the electronic funds transfer services provided by Place2Give. Users are redirected to the Place2Give Donation Form on the Site.

The GIVE_api allows Users to embed a donation form and processing solution on their websites.

4. LICENSE

4.1 **Grant.** Licensor only licenses, and does not sell, the API to Licensee. Subject to the terms and conditions of this Agreement, Licensor grants to Licensee a non-exclusive, revocable, non-sublicensable, and non-transferable license to use the API and Documentation to develop, distribute, and permit its customers to use Applications (that license is the "**License**"). Licensee will not do anything with the API or Documentation that this Agreement does not expressly permit.

4.2 **License Type.** The rights that the License grants to Licensee will vary with the type of License that Licensee selects in the Registration Form and for which Licensee agrees to pay in full, as follows:

- (a) if Licensee selects and agrees to pay for the Donation Easy Button Basic API, then the License will be for the Basic API; or
- (b) if Licensee selects and agrees to pay for the Custom API, then the License will be for the Customization of the Basic API; or
- (c) if Licensee selects and agrees to pay for the Micro-foundation, then the License will be for a unique landing page and fund account on myPlace2Give.com and within the Place2Give Foundation.

4.3 **Express Prohibitions.** Licensee will not do any of the following:

- (a) distribute, publish, or allow access to the API or any Charity Data except via your Application;
- (b) use, copy, distribute, or modify the API or Charity Data in any service bureau or timesharing business;
- (c) disassemble, modify, hack, decompile, or reverse engineer the API or the Charity Data;
- (d) use robots, spiders, scraping, scripts, or other technology to access Charity Data beyond what Licensor permits pursuant to this Agreement or to another written agreement between Licensor and Licensee;
- (e) create an Application that may be used to violate the Place2Give website's Terms of Use, a copy of which can be found at <http://place2give.com/Home/Terms.aspx>

- (f) use the API in a manner that exceeds reasonable request volumes or constitutes excessive or abusive usage;
- (g) use the API in a manner that could restrict or inhibit any other person from using the API; and
- (h) have the Application:
 - (i) present information that is false, inaccurate, or misleading;
 - (ii) infringe on any third party's intellectual property rights, which includes all proprietary rights and interests existing from time to time in any applicable jurisdiction under patent law, copyright law (including law relating to moral rights), privacy law, publicity law, trade secrecy law and the law protecting confidential information, trade-mark law, or any other similar law;
 - (iii) violate any law, statute, ordinance, contract, regulation, or generally accepted practice;
 - (iv) publish, disseminate, post, transmit or otherwise distribute any information that could constitute or encourage conduct that would be considered a criminal offence or that could give rise to civil liability for either Licensor or Licensee, including any defamatory, obscene, or infringing material or information;
 - (v) transmit any viruses, trojan horses, or other computer programs or routines that may damage, be detrimental to, or surreptitiously intercept data transmitted using computer equipment; and
 - (vi) provide any data or information to Licensor unless Licensee represents and warrants that it is accurate and Licensee has all rights necessary to provide that data or information to Licensor, and for Licensor to use, copy, distribute, and modify it.

5. CLIENT PROFILE

5.1 Client will be responsible for providing Place2Give with information about the Client (the "Client Profile") for posting on the Site by updating the "Profile" screen located on the Site.

5.2 **Updates to Client Profile:** Place2Give will provide Client with a unique login and password to access the Client's Place2Give account so that the Client can update the Client Profile.

5.3 **Client Login & Password:** Client is responsible for maintaining the confidentiality of Client's login and password. Client is responsible for all use of the Services

under Client's login and password whether or not authorized by Client. Client will notify Place2Give immediately of any unauthorized use of the Client's login and/or password.

5.4 **Restrictions on Client Profile:** Place2Give reserves the right to remove or modify any content contained in the Client Profile which Place2Give, acting reasonably, considers to be offensive, harmful to the business or reputation of Place2Give or the goodwill associated therewith, or otherwise objectionable.

5.5 **Alteration of Client Profile:** In no event will Place2Give, its licensors or suppliers be liable for any unauthorized access to, or alteration, theft or destruction of any content contained in the Client Profile on the Site which is caused by accident, fraudulent means or devices or otherwise.

6. **OWNERSHIP**

6.1 **Licensor Property.** Licensee acknowledges and agrees that the API and Documentation are the exclusive property of Licensor and that, except for the License, Licensor retains all rights, title, and interest in and to the API and Documentation. Licensor will exclusively own any improvements or modifications made to the API and Documentation during the Term, whether made or suggested by Licensor or Licensee. Licensee will not use or permit others to use the API or Documentation for the purpose of creating, improving, or assisting in the development of software that performs functions similar to or competitive with the API.

7. **CONFIDENTIALITY**

7.1 **Confidential Information.** Licensee acknowledges that the API, DEB, Micro-foundation and Documentation and any copies made of them, including translations, compilations, partial copies and portions of updated works, contain valuable confidential and proprietary information, which together with all copyrighted material and trade-marks, are Licensor's exclusive property, and that any unauthorized disclosure by Licensee could cause irreparable harm to Licensor (this information is "**Confidential Information**"). Licensee will not disclose or make available the Confidential Information to anyone other than its employees who have a "need-to-know" without Licensor's prior written authorization. Licensee will exercise no less than reasonable care to protect the Confidential Information from unauthorized disclosure.

7.2 Each party acknowledges that, during the term of this Agreement, it may be required from time to time to disclose to the other party certain confidential and proprietary materials, information and data relating to that party's activities (all of which is referred to as "Confidential Information"). Each party acknowledges that the other's Confidential Information, other than that which is publicly known, is confidential and proprietary information. Each party agrees to exercise the same degree of care of the other party's Confidential Information that it does with its own Confidential Information and to confine knowledge of Confidential Information only to its employees who require that knowledge for use in the ordinary course and scope of their employment. Some Confidential Information may be shared with third parties, including Place2Give Foundation – US Inc or one of its US donation processing partners (i.e. DonateWell, Global Giving, Charities Aid Foundation). The parties shall not, during the term of this Agreement or thereafter, use, disclose, divulge, or make available each other's Confidential

Information to any other third party either directly or indirectly in any manner whatsoever without the prior written consent of the other party.

8. PAYMENT

8.1 Licensee will pay the Monthly Fee to Licensor, in advance, on the first (1st) day of every calendar month, using the payment information Licensee submitted in the signed contract or an updated version of that payment information. If the Term commences on a day other than the first (1st) day of a calendar month, then Licensee will pay the Monthly Fee for the remainder of that first month on a pro-rated basis, and will pay the Monthly Fee in full on the first (1st) day of every subsequent calendar month. *See section 11 regarding Term.*

8.2 In addition to the Monthly Fee, and regardless of whether Licensee is licensing the Customized API or the Basic API, Licensee will pay:

- (a) a processing fee for all donations made using the API, DEB, or microfoundation (“**Processing Fee**”), which will be 5% made and which will be charged at point of donation; and
- (b) any third party payment processing fees (i.e. PayPal) which will be deducted from the amount of the donation at the time that donation is made (automatically deducted by payment processor)

8.3 Licensor reserves the right to increase any one or more of the Monthly Fee, Processing Fee. However, if Licensee has already paid one price for one or both of the Monthly Fee and Processing Fee, then prior to increasing the Monthly Fee and Processing Fee, Licensor will obtain Licensee’s express consent to pay the increased Monthly Fee and Processing Fee, respectively.

9. DONATION OF FUNDS

9.1 All Donations, regardless of method of collection, shall be held by Place2Give for the benefit of Client and shall be segregated in Place2Give Foundation’s accounting system from all other Donations collected on behalf of other clients of Place2Give and/or Place2Give Foundation. Place2Give will use commercially reasonable efforts, to transfer Donations (less any Transaction Fees as outlined in Section 1.2) held by Place2Give to the Client Account in accordance with the then current disbursement schedule as negotiated – between 30 and 60 days following the receipt of funds from the User.

9.2 **Use of Proceeds:** The funds provided to Place2Give will be used only for charitable purposes, specifically to fund charitable activities executed by Qualified Donees in Canada and 501c(3) organizations in the United States. If funds are being used for a specific project, Place2Give will coordinate with the recipient organization to provide project description and reporting. Additional reporting may be required, and these reports will be made available through the Site and/or upon request by Users.

9.3 In some instances, funds may be made by installments based on confirmation of reasonable progress in the Project and that any resources or funds provided earlier have been

applied to such activities. When funds are transferred pursuant to this Agreement, they will be clearly identified as being part of the Project and will be used only for the Project and pursuant to this Agreement and the budget contained in the Project Schedule. The User agrees that if the Charity is not abiding by this Agreement, the Place2Give Foundation, at its own discretion, may withdraw or withhold funds or other resources.

9.4 Place2Give Foundation may monitor and conduct an evaluation of the recipient organization's operations, which may include a site visit arranged by Place2Give Foundation to observe the charity's project, discuss the project with the charity's personnel and review financial records and other materials connected with the activities financed by Place2Give Foundation. If Place2Give Foundation is not satisfied with the quality of the work done or the progress made under the Agreement, or determines that the charity is not capable of satisfactorily completing the Agreement, Place2Give Foundation may, in its sole discretion, withhold payment of the funds, or terminate the Agreement. If this should occur the User will be informed within two weeks of the decision and will be afforded the opportunity to redirect the balance of funds to another agency. If within six months of the termination of the Agreement and the funds not having been reallocated by the User, the funds will be deposited into the Place2Give Foundation General Fund for distribution to an Area of Greatest Need as determined by the Place2Give Foundation Grants Committee and Board of Directors.

9.5 Throughout the term of this agreement, the User will not knowingly direct funds or use the Place2Give Foundation to facilitate any illegal or terrorist activity, human rights abuses, forced or compulsory labour, or use of child labour.

9.6 **Return of Donation for API and DEB Users:** If after a Donation has been transferred by Place2Give in full to the Client Account, such Donation is thereafter rejected or reversed for any or no reason, including payments made in error, credit card chargebacks, NSF, refund requests, suspected or actual fraud, in whole or in part, Client will be liable to refund such rejected Donation amount in full to Place2Give and will reimburse Place2Give Foundation for any directly related out-of-pocket expenses and/or reasonable administrative costs incurred by Place2Give Foundation related thereto (collectively, the "Refund Amount"). Place2Give Foundation will debit the Client Account for the full Refund Amount in accordance with the Banking Information Form.

9.7 **Return of Donation for Micro-foundation Users:** Contributions are not refundable and are assets owned and held by the Fund. The Fund retains exclusive legal control over all contributed assets and any future related earnings. Furthermore, Donors cannot impose conditions or other restrictions that prevent the Fund from freely and effectively using the contribution to further its charitable mission and comply with all legal and regulatory requirements.

9.8 **Charity and User Banking Information:** For the purposes of Donation transfers and returns referred to in Sections 4, 5 and Section 9 respectively, and other payments required to be made pursuant to this Agreement, the Charity and/or User shall authorize Place2Give Foundation to make debits and credits solely in accordance with this Agreement and the Banking Information Form by using an electronic funds transfer system. The Charity and/or User is required to provide all the necessary banking information requested in the Banking Information

Form found on the Site, to Place2Give, via submission online or via mail or email in order to activate electronic fund transfers and pre-authorized debits. The Charity and/or User is responsible for promptly updating Place2Give in writing of any change in the account information in accordance with the terms of this Agreement. The information in the Banking Information Form will be treated as Confidential Information (as defined above) under this Agreement. Should the Charity and/or User require its banking information to be updated, the Charity and/or User shall contact Place2Give via email to support@place2give.com or by phone to 1-866-936-GIVE (4483) to request a Change of Banking Information Form. The Change of Banking Information Form shall supersede the original Banking Information Form and any subsequent changes to the original banking information upon receipt. Previous banking information will be destroyed.

10. ADDITIONAL BENEFITS

10.1 Subject to the terms and conditions of this Agreement, in addition to the Services specified above, Place2Give will:

- (a) list the Client in the database of charities and non-profits located on the Site;
- (b) subject to Section 6, post the Client Profile (as defined below) on the Site;
- (c) subject to Sections 2.5 and 2.6, provide Client with an HTML button link to the User donation form located on the Site (the “Donation Easy Button”) for placement on the Client’s website; and
- (d) provide other services as are available and subject to any fees or restrictions.

11. TERM AND TERMINATION

11.1 **Term.** The term of this Agreement (“**Term**”) begins on the date Licensee accepts the terms of this Agreement by clicking “I AGREE” on the Site or by signing this document. This agreement will continue until it is terminated in accordance with the provisions of this Agreement.

11.2 **Automatic Termination.** This Agreement will terminate automatically without notice to Licensee if Licensee fails to comply with any of its terms and conditions.

11.3 **Termination for Convenience.** Licensor reserves the right to terminate this Agreement or to suspend or discontinue Licensee’s access to the API, in whole or in part, for any or no reason and at any time with or without notice to Licensee and without any liability whatsoever to Licensee. Licensee may terminate this Agreement by ceasing all use of the API and by sending via e-mail a message to support@place2give.com notifying Licensor that Licensee is terminating this Agreement. Licensee’s termination of this Agreement pursuant to this Section 11.3 will be effective upon Licensor’s receipt of that message.

11.4 **Effect of Termination.** Upon termination of this Agreement the License will immediately terminate and Licensee will immediately stop using the API. Regardless of when or why this Agreement terminates, Licensee will not be entitled to any reimbursement of any Monthly Fees that Licensee has paid.

12. **PERSONAL INFORMATION**

12.1 **Personal Information.** If Licensee has authorized Place2Give Foundation to process charitable donations on behalf of Licensee or Licensee's clients, Licensee acknowledges that Personal Information reasonably required for Place2Give Foundation to facilitate, process, and issue tax receipts for those donations will be transmitted to Place2Give Foundation via Licensor, and Licensee permits Licensor to collect, use, and disclose that Personal Information submitted using the API and the Registration Form for those purposes and in accordance with the terms of Licensor's privacy policy. Click [here](#) to review Licensor's privacy policy.

12.2 **Credit Card Information.** An end user's credit card information will NOT be retained by the Place2Give Foundation nor by Place2Give All transactions will be processed through a third party PCI compliant agency. The Licensor will source these partnerships to ensure compliance, however, it is up to the Licensee to communicate with its end users how personal data and credit card information will be handled.

13. **MONITORING**

13.1 **Service Monitoring.** Licensor has no duty or obligation whatsoever to monitor Licensee's use of the API. Licensor, however, reserves the right to monitor Licensee's use of the API electronically to:

- (a) ensure that Licensee is complying with the terms of this Agreement;
- (b) monitor the technical requirements of the API;
- (c) gather and disclose any information necessary to satisfy any laws, regulations or other governmental requests;
- (d) operate, maintain, or support the API; and
- (e) protect Licensor or others, as Licensor deems necessary.

14. **SUPPORT**

14.1 **Support Availability.** Licensor will provide technical support for the API as follows:

- (a) Licensor will make one customer service representative available over the telephone to provide technical support for the API on Monday – Friday from 8:00 A.M. to 5:00 P.M. (local time in Calgary, Alberta). Licensee may contact that service representative by calling 1-866-936-GIVE (1-866-936-4483) or by submitting a support request ticket via e-mail to support@place2give.com.

- (b) Licensors will make available a service request form that Licensee may complete and submit via the API. Licensors will use commercially reasonable efforts to review and respond to service requests submitted via a service request form promptly but does not guarantee that it will respond to a service request within any certain time period.
- (c) Licensee will provide technical support to their end-users as per the Licensee agreement to their users. Licensors will not be responsible for any end-user customer support. Should an end-user issue arise as a result of the API, Licensee may contact that service representative by calling 1-866-936-GIVE (1-866-936-4483) or by submitting a support request ticket via e-mail to support@place2give.com.

15. INDEMNIFICATION

15.1 **Indemnification of Licensors.** Licensee will indemnify and hold harmless Licensors and Licensors's affiliates, officers, directors, agents, contractors, and employees, from and against any Losses arising out of or resulting from Licensee's use of the API, from any use of publication of any Charity Data, from alleged or actual infringement by Licensee or Licensee's affiliates, officers, directors, agents, contractors, and employees, of any intellectual property or other right of any person or entity, and from any breach by Licensee of this Agreement.

16. DISCLAIMER OF WARRANTIES AND LIABILITY

16.1 LICENSOR PROVIDES THE API AND THE CHARITY DATA ON AN "AS IS" BASIS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSOR DOES NOT GUARANTEE THE ACCURACY, RELIABILITY, INTEGRITY, QUALITY, OR COMPLETENESS OF ONE OR BOTH OF THE API AND CHARITY DATA, AND LICENSEE'S USE AND PUBLICATION OF THE CHARITY DATA MAY BE SUBJECT TO RESTRICTIONS IMPOSED BY THIRD PARTIES FROM WHICH THE CHARITY DATA ORIGINATES. LICENSEE IS ENTIRELY RESPONSIBLE FOR COMPLYING WITH ANY AND ALL USE, PUBLICATION, OR OTHER RESTRICTIONS IMPOSED ON LICENSEE BY ANY THIRD PARTIES THAT MAY HAVE RIGHTS IN THE CHARITY DATA.

16.2 LICENSOR DOES NOT WARRANT THAT THE OPERATION OF THE API WILL BE UNINTERRUPTED BY REASON OF ANY DEFECT OR THAT LICENSOR CAN OR WILL CORRECT ALL ERRORS IN IT. LICENSOR MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES ABOUT ONE OR BOTH OF THE API AND DOCUMENTATION, EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDES THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

16.3 LICENSOR'S MAXIMUM CUMULATIVE LIABILITY FOR ANY CLAIM ARISING FROM OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR INFRINGEMENT OF THIRD PARTY

INTELLECTUAL PROPERTY RIGHTS, WILL BE LIMITED TO ALL ACCOUNTS PAID BY LICENSEE FOR THE API IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE CAUSE OF ACTION FOR THE CLAIM AROSE.

16.4 IN NO EVENT WILL LICENSOR BE LIABLE TO ANYONE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND INCLUDING LOSS OF USE OF DATA OR PROFITS ARISING OUT OF THIS AGREEMENT OR ANY PERFORMANCE UNDER THIS AGREEMENT OR OTHERWISE RELATED TO ANY ONE OR MORE OF THE API, CHARITY DATA, AND DOCUMENTATION, WHETHER IN AN ACTION BASED ON CONTRACT OR TORT INCLUDING NEGLIGENCE, OR OTHERWISE, EVEN IF LICENSOR HAS ADVANCE NOTICE OF THE POSSIBILITY OF THAT DAMAGE.

17. MODIFICATIONS

17.1 **Modification of this Agreement.** Licensor may from time to time amend the terms and conditions of this Agreement. Licensor will post any amended version of this Agreement (“**Amended Agreement**”) on <http://apps.place2give.com> and Licensor may also notify Licensee via e-mail that Licensor has amended this Agreement. Any Amended Agreement will be effective thirty (30) days after Licensor posts it to <http://place2give.com/Home/Terms.aspx>. If any Amended Agreement is unacceptable to Licensee, Licensee must cease using the API by the effective date of that Amended Agreement. The most current version of this Agreement will be available on <http://place2give.com/Home/Terms.aspx> and will supersede all previous versions of this Agreement. Your use of the API after the date on which any Amended Agreement becomes effective constitutes your acceptance of the terms of that Amended Agreement.

17.2 **Modifications to the API, DEB or Micro-foundation.** Licensor may modify or cease providing any or all of the API, DEB, or Micro-foundation and the Charity Data at any time without providing Licensee any advance notice. Licensee acknowledges that any modifications Licensor makes to the API or the Charity Data may negatively affect the Application and require Licensee to modify and re-distribute the Application in order to ensure the Application functions properly. Licensor will not be liable for any Losses that Licensee or any other party suffers as a result of Licensor’s modification or termination of the API, the Charity Data, or both.

18. MISCELLANEOUS

18.1 **Use of Including.** Every use of the words “including” or “includes” in this Agreement is to be construed as meaning “including, without limitation” or “includes, without limitation”, respectively.

18.2 **Nature of Communications.** Any communication between the Parties must be in writing and:

- (a) delivered personally or by courier;

- (b) sent by prepaid registered mail; or
- (c) transmitted by facsimile, e-mail, or functionally equivalent electronic means of transmission, charges (if any) prepaid.

18.3 **Amendment and Waiver.** No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any Section of this Agreement is binding unless it is in writing. No waiver of, failure to exercise, or delay in exercising, any Section of this Agreement constitutes a waiver of any other Section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

18.4 **Assignment and Enurement.** Neither this Agreement nor any right or obligation under this Agreement may be assigned by Licensee without the prior written consent of Licensor. Licensor may assign this Agreement and any right or obligation under this Agreement without Licensee's prior written consent. This Agreement enures to the benefit of and is binding upon the Parties and their respective successors, permitted assigns, and where Licensee is a natural person, its heirs, executors, administrators, estate trustees, trustees, and personal or legal representatives.

18.5 **Severability.** Each Section of this Agreement is distinct and severable. If any Section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that Section, in whole or in part, will not affect:

- (a) the legality, validity or enforceability of the remaining Sections of this Agreement, in whole or in part; or
- (b) the legality, validity or enforceability of that Section, in whole or in part, in any other jurisdiction.

18.6 **Further Assurances.** Each Party will, at the requesting Party's cost and expense, execute and deliver any further agreements and documents and provide any further assurances, undertakings and information as may be reasonably required by the requesting Party to give effect to this Agreement and, without limiting the generality of this Section 18.6, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide any assurances, undertakings and information as may be required at any time by all governmental authorities having jurisdiction over the affairs of a Party or as may be required at any time under applicable law.

18.7 **Survival.** Sections 5, 7, 9, 16, 17, 16, 17, 18 and 19 will survive termination of this Agreement.

18.8 **Governing Law and Courts.** This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Alberta and the laws of Canada applicable in that Province. Each of the Parties irrevocably and unconditionally submits and attorns to the non-exclusive jurisdiction of the courts of the Province of Alberta to determine all issues, whether at law or in equity, arising from this Agreement.

18.9 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties and there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement. No Party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement.

PLACE2GIVE FOUNDATION

Per: _____
Name:
Title:
Date:

[LICENSEE]

Per: _____
Name:
Title:
Date:

Schedule “A”

API Feature List

	<u>Basic Version – Donation Easy Button</u> \$200/mo + negotiated transaction fee	<u>Custom Version</u> \$200/mo + negotiated transaction fee + \$175/hour development fee
Multivariable search	Yes	Yes
Basic information that can be returned in search results: EIN#/RR# charity name, tagline, city, province/state, contact information, category, cause, charity description (Mission/Vision/Values) operating budget size, geographic information (countries operating in)** **Not all charitable organizations have all of these types of data	No	Yes
Integrated multivariable search for customized platforms	Yes	Yes
Ability to process charity donations	Yes	Yes
Ability to periodically cache data into Licensee’s database system	No	Yes
Ability to store and track end-user donation transactions	Yes for reporting purposes to CRA/IRS	Yes for reporting for client purposes
Reporting Tool	No	Yes
Detailed information provided for each charity All the information listed above, financial metrics, social media, KPI’s, list of charities performing similar types of work, customized search requests	No	Yes

Donor profile type	No	No
Donor-charity profile type matching	No	No
White label usage - Does not require link to Licensor's site for each charity displayed	No	Yes