



Nonprofit Match/Nonprofitmatch1.com Terms of Use Agreement

Welcome to Nonprofit Match/Nonprofitmatch1.com, a member-based site for nonprofits and for-profit businesses to build charitable relationships online, operated by Nonprofit Match ("Nonprofitmatch1.com"). By using the Nonprofitmatch1.com Website, (the "Website") you agree to be bound by these Terms of Use (this "Agreement"), whether or not you register as a member of Nonprofitmatch1.com ("Member"). If you wish to become a Member, and make use of the Nonprofitmatch1.com service(the "Service"), please read these Terms of Use. **If you object to anything in this Agreement or the Nonprofitmatch1.com Privacy Policy, do not use the Website or the Service.** The Terms of Use are subject to change by Nonprofitmatch1.com at any time, effective upon posting on the Nonprofitmatch1.com website, and your use of the Service after such posting will constitute acceptance by you of such changes.

1. Acceptance of Terms of Use Agreement.

a. Electronic Agreement. This Agreement is an electronic contract that sets out the legally binding terms of your use of the Website and your membership in the Service. This Agreement may be modified by Nonprofitmatch1.com from time to time, such modifications to be effective upon posting by Nonprofitmatch1.com on the Website. This Agreement includes Nonprofitmatch1.com's Acceptable Use Policy for Content Posted on the Website, Nonprofitmatch1.com's Privacy Policy, Nonprofitmatch1.com's membership policies and any notices regarding the Website. By accessing the Website or becoming a Member, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein.

b. Electronic Form. By accessing the Website or becoming a Member, you consent to have this Agreement provided to you in electronic form.

c. Non-electronic Copy. You have the right to receive this Agreement in non-electronic form. You may request a non-electronic copy of this Agreement either before or after you electronically sign the Agreement. To receive a non-electronic copy of this Agreement, please send an e-mail to info@nonprofitmatch1.com.

d. Withdrawing Your Consent. You have the right at any time to withdraw your consent to have this Agreement provided to you in electronic form.

(i) Effect. Should you choose to withdraw your consent to have this Agreement provided to you in electronic form, we will discontinue your then-current username and password. This means that you will not have the right to use the Service unless, and until, we issue you a new username and password. We only will issue you a new username and password after we receive a signed copy of a non-electronic version of this Agreement, which we will send to you upon request.

(ii) Notice. To withdraw your consent and/or request a non-electronic copy of this Agreement, please send an email to info@nonprofitmatch1.com.

(iii) Prospective Nature. Your withdrawal of consent shall be effective within a reasonable time after we receive your withdrawal notice described above. Your withdrawal of consent will not affect the legal validity or enforceability of the Agreement provided to, and electronically signed by, you prior to the effective date of your withdrawal.

e. Access and Retention. In order to access and retain this electronic Agreement, you must have access to the World Wide Web, either directly or through devices that access

web-based content, and pay any service fees associated with such access. In addition, you must use all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. Please print a copy of this document for your records. To retain an electronic copy of this Agreement, you may save it into any word processing program. Via, the Website, we will notify you of any changes in the hardware or software requirements needed to access and/or retain this Agreement that create a material risk that you will not be able to continue to access and/or retain this electronic Agreement.

2. **Eligibility.** You must be at least **twenty-one (21)** years of age to register as a member of Nonprofitmatch1.com or use the Website. Membership in the Service is void where prohibited. By using the Website, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.

3. **Membership and Subscription; Pricing.** You may become a Member of the Service at no cost. As a Member, you will have the ability to participate in some, but not all, of the features and services available within the Service. In order to access additional features and services, you must become a pay for the feature or service. Please note that the membership policies that are disclosed to you in subscribing to the service are deemed part of this Agreement. Please see billing details for a description of such policies. For purposes of this Agreement the term "Member" includes subscribers, unless where its usage indicates otherwise.

4. **Term.** This Agreement will remain in full force and effect while you use the Website and/or are a Member. You may terminate your membership and/or subscription at any time, for any reason, by emailing a notice of termination to info@nonprofitmatch1.com. If you terminate your membership, your membership will remain active until the end of your then-current membership period (that is, the membership period through which you had paid prior, if a paying subscriber, to your termination). Nonprofitmatch1.com may terminate your membership and/or subscription by sending notice to you at the email address you provide in your application for membership, or such other email address as you may later provide to Nonprofitmatch1.com. **If Nonprofitmatch1.com terminates your membership in the Service because you have breached this Agreement, you will not be entitled to any refund of unused membership fees.** All decisions regarding the termination of accounts shall be made in the sole discretion of Nonprofitmatch1.com. Nonprofitmatch1.com is not required to provide you notice prior to terminating your membership and/or subscription. Nonprofitmatch1.com is not required, and may be prohibited, from disclosing a reason for the termination of your account. Even after your membership or subscription is terminated, this Agreement will remain in effect. All terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination.

5. **Non-commercial Use by Members.** The Website is for the use of individual Members, businesses, corporations and Nonprofits only. Illegal and/or unauthorized uses of the Website, including collecting usernames and/or email addresses of members by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the Website may be investigated, and appropriate legal action will be taken, including without limitation, civil, criminal, and injunctive redress. Use of the Website is with the permission of Nonprofitmatch1.com, which may be revoked at any time, for any reason and in Nonprofitmatch1.com's sole discretion.

6. **Profile Security.** You are responsible for maintaining the confidentiality of the username and

password that you designate during the Registration process, and you are fully responsible for all activities that occur under your username and password. You agree to **(a)** immediately notify Nonprofitmatch1.com of any unauthorized use of your username or password or any other breach of security, and **(b)** ensure that you exit from your account at the end of each session. Nonprofitmatch1.com will not be liable for any loss or damage arising from your failure to comply with this provision. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. If you share your computer with others, you may wish to consider disabling your auto-sign in feature.

7. Your Interactions with Other Members. You are solely responsible for your interactions with other Members. You understand that Nonprofitmatch1.com does not in any way screen its Members, nor does Nonprofitmatch1.com inquire into the backgrounds of its Members or attempt to verify the statements of its Members. **In no event shall Nonprofitmatch1.com be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the Service, including without limitation, bodily injury, emotional distress, and/or any other damages resulting from communications or meetings with other registered users of this Service or persons you meet through this Service.** You agree to take reasonable precautions in all interactions with other Members of the Service, particularly if you decide to meet offline or in person. You should not provide your financial information (for example, your credit card or bank account information) to other Members.

8. Content on Nonprofitmatch1.com.

a. Proprietary Rights. Nonprofitmatch1.com owns and retains all proprietary rights in the Website and the Service. The Website contains the copyrighted material, trademarks, and other proprietary information of Nonprofitmatch1.com, and its licensors. Except for that information which is in the public domain or for which you have been given written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.

b. Reliance on Content, Advice, Etc. Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by Nonprofitmatch1.com, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. **Nonprofitmatch1.com does not: (i) guarantee the accuracy, completeness, or usefulness of any information on the Service, or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears on the Website. Under no circumstances will Nonprofitmatch1.com or its affiliates be responsible for any loss or damage resulting from your reliance on information or other content posted on the Website or transmitted to or by any Members.**

9. Prohibited Activities. Nonprofitmatch1.com reserves the right to investigate and terminate your membership if you have misused the Service, or behaved in a way which could be regarded as inappropriate or whose conduct is unlawful or illegal. The following is a partial list of the type of actions that you may not engage in with respect to the Service:

You will not impersonate any person or entity. You will not "stalk" or otherwise harass

any person. You will not express or imply that any statements you make are endorsed by Nonprofitmatch1.com without our specific prior written consent. You will not use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents. You will not post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights. You will not remove any copyright, trademark or other proprietary rights notices contained in the Service. You will not interfere with or disrupt the Services or the site or the servers or networks connected to the Services or the site. You will not post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment. You will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Service. You will not "frame" or "mirror" any part of the Service or the Website, without Nonprofitmatch1.com's prior written authorization. You also shall not use meta tags or code or other devices containing any reference to Nonprofitmatch1.com or the Service or the site in order to direct any person to any other web site for any purpose. You will not modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service or the Website or any software used on or for the Service or cause others to do so.

10. Customer Service. Nonprofitmatch1.com provides assistance and guidance through customer service. When communicating with our customer service, you may not be abusive, obscene, profane, offensive, sexist, threatening, harassing, racially offensive, or otherwise behave inappropriately. If we feel that your behavior towards any of our customer service or employees is at any time threatening or offensive, we reserve the right to immediately terminate your membership and you will not be entitled to any refund of unused subscription fees(if previously paid for).

11. Advertising. All purchased advertising on Nonprofitmatch1.com (including *AdWebMatch Marketplace* advertising and the "1 for 1" advertising campaign) are subject to approval within 24 – 48 hours.

12. Memberships; Charges on Your Billing Account.

a. General. Nonprofitmatch1.com bills you through an online account (your "Billing Account") for use of paid Service(s). You agree to pay Nonprofitmatch1.com all charges at the prices then in effect for any use of the Service by you or other persons (including your agents) using your Billing Account, and you authorize Nonprofitmatch1.com to charge your chosen payment provider (your "Payment Method") for the Service. You agree to make payment using that selected Payment Method. Nonprofitmatch1.com reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

(b) Recurring Billing. All memberships to the Service are. Various services consist of an initial period, for which there is a one-time charge, while some are followed by recurring period charges as agreed to by you. By entering into this Agreement, you acknowledge that your membership is free has and service(s) purchased requiring recurring payment feature (where indicated) and you accept responsibility for all recurring charges prior to cancellation.

Nonprofitmatch1.com may submit periodic charges (E.G., Monthly) without further



authorization from you, until you provide prior notice (Confirmed in writing upon request by Nonprofitmatch1.com) that you have terminated this authorization or wish to change your payment method. Such notice will not affect charges submitted before Nonprofitmatch1.com reasonably could act. To terminate your authorization or change your payment method, go to profile settings

c. Current Information Required. You must provide current, complete and accurate information for your billing account. You must promptly update all information to keep your billing account current, complete and accurate (such as a change in billing address, credit card number, or credit card expiration date), and you must promptly notify Nonprofitmatch1.com if your payment method is canceled (E.G., for loss or theft) or if you become aware of a potential breach of security, such as the unauthorized disclosure or use of your user name or password. Changes to such information can be made at the profile settings. If you fail to provide Nonprofitmatch1.com any of the foregoing information, you agree that Nonprofitmatch1.com may continue charging you for any use of the service under your billing account unless you have terminated your membership (Confirmed by you in writing upon request by Nonprofitmatch1.com).

d. Payment Method. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method (the "Payment Method Provider"). If Nonprofitmatch1.com does not receive payment from your Payment Method Provider, you agree to pay all amounts due on your Billing Account upon demand.

e. Change in Amount Authorized. If the amount to be charged to your Billing Account varies from the amount you preauthorized (other than due to the imposition or change in the amount of state sales taxes), you have the right to receive, and Nonprofitmatch1.com shall provide, notice of the amount to be charged and the date of the charge at least 10 days before the scheduled date of the transaction. Any agreement you have with your Payment Method Provider will govern your use of your Payment Method. You agree that Nonprofitmatch1.com may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.

f. Reaffirmation of Authorization. Your non-termination or continued use of the Service reaffirms that Nonprofitmatch1.com is authorized to charge your Payment Method. Nonprofitmatch1.com may submit those charges for payment and you will be responsible for such charges. This does not waive Nonprofitmatch1.com's right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially purchase the Service(s).

g. Free Trials and Other Promotions. Any free trial or other promotion that provides member-level access to the Service must be used within the specified time of the trial. You must cancel your membership before the end of the trial period in order to avoid being charged a membership fee. If you cancel prior to the end of the trial period and are inadvertently charged for a membership, please contact site manager or e-mail to info@nonprofitmatch1.com to have the charges reversed.

13. Modifications to Service. Nonprofitmatch1.com reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.

You agree that Nonprofitmatch1.com shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

14. **Blocking of IP Addresses.** In order to protect the integrity of the Service, Nonprofitmatch1.com reserves the right at any time in its sole discretion to block Members from certain IP addresses from accessing the Website.

15. **Copyright Policy.** You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. Without limiting the foregoing, if you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located on the Website; your address, telephone number, and email address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Nonprofitmatch1.com's Copyright Agent for notice of claims of copyright infringement can be reached as follows: Nonprofit Match/Nonprofitmatch1.com Legal to info@nonprofitmatch1.com.

16. **Member Disputes.** You are solely responsible for your interactions with other Nonprofitmatch1.com members. Nonprofitmatch1.com reserves the right, but has no obligation, to monitor disputes between you and other Members.

17. **Privacy.** Use of the Website and/or the Service is also governed by our Privacy Policy.

18. **Disclaimers.** Nonprofitmatch1.com is not responsible for any incorrect or inaccurate Content posted on the Website or in connection with the Service, whether caused by users of the Website, Members or by any of the equipment or programming associated with or utilized in the Service. **Nonprofitmatch1.com is not responsible for the conduct, whether online or offline, of any user of the Website or Member of the Service.** Nonprofitmatch1.com 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 or Member communications. Nonprofitmatch1.com 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 Website or combination thereof, including injury or damage to users and/or Members or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Service. Under no circumstances will Nonprofitmatch1.com or any of its affiliates, advertisers, promoters or distribution partners be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Website or the Service, any Content posted on the Website or transmitted to Members, or any interactions between users of the Website, whether online or offline. The Website and the Service are provided "AS-IS" and Nonprofitmatch1.com expressly disclaims any warranty of fitness for a particular purpose or Non-infringement. Nonprofitmatch1.com cannot guarantee and does not promise any specific results from use of the Website and/or the Service.

In addition to the preceding paragraph and other provisions of this Agreement, any advice that may be posted on the Website is for informational and entertainment purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice. Nonprofitmatch1.com makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Website. If you have specific concerns or a situation arises in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist.

19. Links. The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Nonprofitmatch1.com has no control over such sites and resources, you acknowledge and agree that Nonprofitmatch1.com is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Nonprofitmatch1.com shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such Content, goods or services available on or through any such site or resource.

20. Limitation on Liability. Except in jurisdictions where such provisions are restricted, in no event will Nonprofitmatch1.com be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits arising from your use of the Web site or the Service, even if Nonprofitmatch1.com has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, Nonprofitmatch1.com'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 Nonprofitmatch1.com for the Service during the term of membership.

21. U.S. Export Controls. Software from this Website (the "Software") is further subject to United States export controls. No Software may be downloaded from the Website or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other Country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

22. Jurisdiction and Choice of Law. If there is any dispute arising out of the Website and/or the Service, by using the Website, you expressly agree that any such dispute shall be governed by the laws of the State of Florida, without regard to its conflict of law provisions, and you expressly agree and consent to the exclusive jurisdiction and venue of the state and federal courts of the State of Florida, in Escambia County, for the resolution of any such dispute.

23. Indemnity by You. You agree to indemnify and hold Nonprofitmatch1.com, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Service in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above.



24. **No Third Party Beneficiaries.** You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

This Agreement contains the entire agreement between you and Nonprofitmatch1.com regarding the use of the Website and/or the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

Please contact us with any questions regarding this agreement. Nonprofitmatch1.com is a trademark of Nonprofit Match.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.