



CustomDonations

www.customdonations.com

CONTRACT FOR USE OF ELECTRONIC DONATION PLATFORM

This is a binding agreement (the "Agreement") between you (the entity that will be receiving donations ("you") and/or your affiliates¹) and Custom Donations for use of Custom Donations' donation platform ("Platform"). By using the Platform, you hereby ACCEPT AND AGREE to all of the terms and conditions set forth in this Agreement. If you have questions related to this Agreement or our Platform, please contact our customer service team at www.customdonations.com.

1. LIMITED LICENSE. Provided you are a registered user of the Platform, Custom Donations hereby grants to you a nonexclusive, revocable, limited license to have Custom Donations donation pages embedded on your website solely as necessary for, and for the purpose of, facilitating online donations to your organization or your clients' organization(s).

It is required that you register and/or contract with Stripe, the credit card processing company for receipt of donations. You may do so at their website: <https://stripe.com>. Donations will be made directly to you either through using the Platform or through other means you may choose. However, such donations will be processed through Stripe using the Platform. Custom Donations will not be a direct recipient of the donations. Custom Donations hosts the Platform upon which you will solicit your donations. Custom Donations shall be compensated by you in accordance with the payment policy attached hereto as Exhibit A.

Custom Donations hereby grants to you a nonexclusive, revocable, limited license to use the embeddable donation forms on your website solely for the purpose described above. You hereby grant Custom Donations permission to embed the donation form(s) to your website necessary to receive donations either on behalf of yourself or your customer/clients. You agree not to use the embedded forms in a manner that is inconsistent with this agreement and not to include materials on your website that are disparaging of Custom Donations. You also agree not to use the embedded forms on a website with content that is libelous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable, or that would constitute or encourage a criminal offense, violate the rights of any party, or otherwise give rise to liability or violate any law.

You understand that Custom Donations has not authorized, sponsored, endorsed, or approved your website, your organization or your organization's activities and agree that the embedded form shall not be used in any manner that would falsely convey such sponsorship, endorsement or approval by Custom Donations. Custom Donations reserves all proprietary rights in and to the form, Custom Donations, and all other Custom Donations trademarks not expressly granted herein. You agree that Custom Donations can revoke this license at any time for any or no reason upon notice by Custom Donations to you and you agree upon receipt of such notice immediately to cease using the embedded form.

2. REPRESENTATIONS. You represent and warrant to Custom Donations that at all times during the term of this Agreement,

¹ Affiliates include such entities as family members, employees, employers, agents, principals, representatives, administrators, executors, officers, directors, parent companies, subsidiaries, agencies, departments, successors, assigns, heirs, beneficiaries and/or insurers.



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(a) you understand you may have obligations to register under, and covenant that you shall fully comply and bear the costs associated with, any and all applicable state and local statutes governing the solicitation of donations, including but not limited to fulfilling any registration requirements thereof;

(b) you have registered with Stripe at <https://stripe.com/>;

(c) you grant Custom Donations the authority to collect donations on your behalf, and consent to the use of your organization's name on the Custom Donations website; and

(d) you agree to indemnify and hold harmless Custom Donations, its parents, subsidiaries, and affiliates, and its officers, directors, agents, distributors, and employees from and against any loss or liability of any kind, including but not limited to fees and costs incurred in defense thereof, resulting from or arising in any manner from, the material breach or inaccuracy of any covenant, duty, representation or warranty set forth in (a), (b), or (c), above of this Section 2. Your obligation to indemnify Custom Donations shall survive termination of this Agreement.

3. **LIABILITY.** UNDER NO CIRCUMSTANCES WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION, AND LOST DATA, ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (COLLECTIVELY, "DISCLAIMED DAMAGES"); PROVIDED THAT YOU SHALL REMAIN LIABLE TO CUSTOM DONATIONS TO THE EXTENT ANY DISCLAIMED DAMAGES ARE CLAIMED BY A THIRD PARTY AND ARE SUBJECT TO INDEMNIFICATION PURSUANT TO SECTION 5 BELOW.

4. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CUSTOM DONATIONS MAKES NO, AND EXPRESSLY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE DONATE NOW BUTTON, THE CUSTOM DONATIONS PLATFORM, AND ANY OTHER SERVICE, CONTENT, TOOLS, OR RELATED DOCUMENTS OR MATERIALS (IN ELECTRONIC FORM OR OTHERWISE) PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AND IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CUSTOM DONATIONS EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING THE PERFORMANCE, AVAILABILITY, FUNCTIONALITY, OR ANY OTHER ASPECT OF THE CUSTOM DONATIONS PLATFORM OR THE DONATE NOW BUTTON. You agree that CUSTOM DONATIONS will not be liable for any interruptions or errors in using the Donate Now URL. The provisions of this section survive termination or expiration of the Agreement.

5. **INDEMNIFICATION.** You agree to defend, indemnify and hold harmless Custom Donations, its parents, subsidiaries, and affiliates, and its respective officers, directors, agents, distributors, franchisees and employees against any loss, damage, expense, or cost, including reasonable attorneys fees (including allocated costs for in-house legal services) arising out of any claim, demand, action, suit, investigation, arbitration or other proceeding by a third party ("Liabilities") based on (i) your material breach or the inaccuracy of any covenant, duty, representation, or warranty of this Agreement, (ii) materials contained on your website (including any allegation that such materials infringe a third party's proprietary rights), and (iii) any other aspect of your activities or your website and the content thereon.



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6. **APPLICABLE LAW; JURISDICTION.** This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of South Carolina regardless of its conflicts of law principles. Each party irrevocably consents to the jurisdiction of the courts of Florence County in the State of South Carolina and the federal courts situated in the State of South Carolina, in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.



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EXHIBIT A

PAYMENT POLICY

(Transactional)

You hereby agree that distribution for each donation transaction shall be as follows:

YOU:	98.5%
Custom Donations:	1.5%