

Donor-Advised Fund Terms of Use

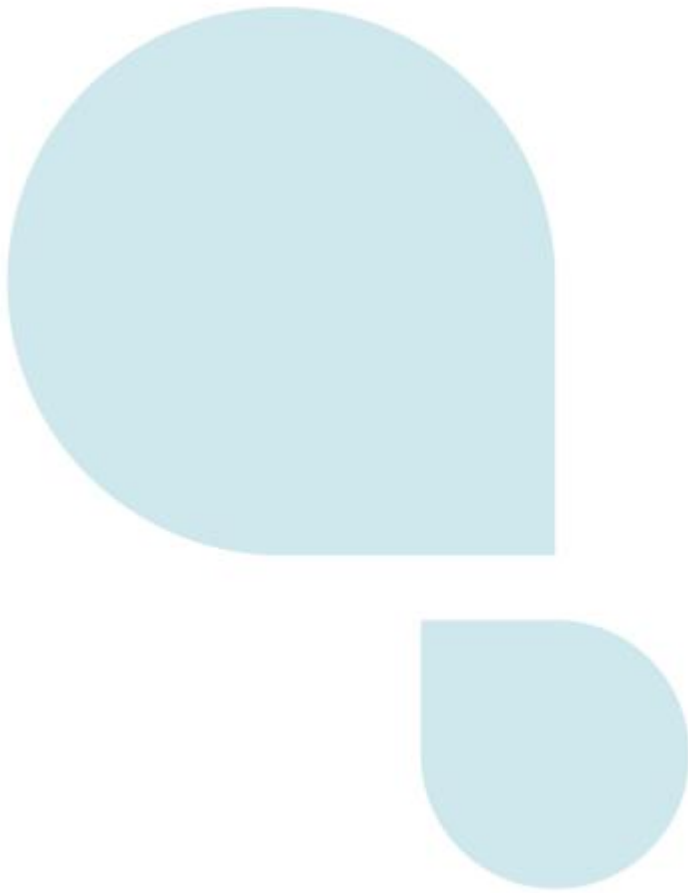


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Introduction

Welcome to TripAdvisor LLC's (together with its subsidiaries and affiliates, the "Company" or the "Employer")¹ workplace giving web site (the "Workplace Giving Site" or the "Site"). The Site is operated by Benevity, Inc. ("Benevity"), a donation processing technology company that licenses employee-giving software and application programming interfaces respecting micro-donation functionality (called the "Benevity Platform") to corporate employers and other participating businesses, such as your Company.

Your Employer has established one or more donation or volunteering programs within the Site to facilitate the donation of amounts that are credited to you through your participation in such programs (called "Giving Programs") established by your Employer or Employer-approved third parties ("Matching Partners") to the American Online Giving Foundation, Inc. d/b/a Benevity Community Impact Fund (the "Benevity Fund"), which can then be distributed to a list of charities available on the Site (called the "Eligible Charities Database") that comply with your Employer's eligibility guidelines (such charities called "Eligible Charities"). This document includes reference to your Employer's eligibility guidelines for its Giving Programs, as well as certain provisions relating to the use and operation of the Site. The terms of the Giving Programs are available through your Employer and, as part of these Terms of Use (the "Terms"), you will be asked to confirm that you have read and understand them.

These Terms set out certain terms and conditions applicable to users of the Benevity Platform and all Giving Programs that utilize its functionality, supersede all previously published terms and conditions or agreements relating to Giving Programs, and are separate and distinct from all agreements entered into between you and your Employer or Matching Partners relating to Giving Programs ("Giving Program Agreements"). These Terms may be amended at any time by Benevity, the Benevity Fund, or your Employer (sometimes collectively referred to as "We" and "Us", and, in the possessive, "Our"), which may post the amended version to the Site, without any obligation to provide you prior notice of any such amendments.

As an authorized user of the Site, you will be offered the opportunity to make contributions of time and/or money to an Eligible Charity and/or request a match for a donation made directly to an Eligible Charity. If you use the Site to make a contribution of money to an Eligible Charity, that contribution will be received initially by a donor- advised fund that is managed by the Benevity Fund. The Benevity Fund is an IRS-recognized, tax exempt, public charity exempt under Internal Revenue Code (the "IRC") § 501(c)(3) and described in IRC § 170(b)(1)(A)(vi), serving a national constituency, whose primary activity is grantmaking to other charities. The Benevity Fund allows a donor to receive an immediate charitable receipt while preserving a broad range of charitable options for the donor's funds to ultimately support and reducing the amount of manual processing incurred by the end-recipient charities.

The Benevity Fund accepts (through the Benevity Platform) contributions of money from you and your Employer, collectively called "Donors," issues any applicable tax receipts to Donors through the Benevity Platform and the Site, and distributes that contribution (along with all other donations made via the Benevity Platform in that month) to the

¹ Non-employees and employees on short-term assignments (including interns temporary employees, contractors, vendors, or members of the Company's board of directors), please the paragraph at the bottom of this Section.

Eligible Charities on a monthly basis.

For individuals who are either not employed by the Company (e.g. temporary employees, contractors, consultants, vendors or a member of the Company Board of Directors) or are employed by the Company and classified as an intern or a temporary employee outside the U.S, you will have access to the Benevity Platform, however, such access will be limited to participation in certain volunteering opportunities presented by the Company on the Benevity Platform. All other Giving Programs, such as donation Gifts and Matching programs, will not be available. In addition, all references to "Employer" or "your Employer" as used throughout this document for non-employees shall be interpreted solely as the "Company." By accepting these Terms, you acknowledge and agree that your access to the Benevity Platform does not entitle you to participate in or to receive any benefit or right under any of the Company's employee benefit plans. You further acknowledge and agree that your acceptance of these Terms of Use or participation in any Company Giving Program do not create any employment or contractual relationship with the Company.

For assistance with the use of the Site, you should consult the User Guide located under the "Help" section of the Site, as well as the FAQ's.

Please read the following carefully.

1. Eligibility for Giving Programs

- 1.1** You acknowledge and agree that you have read and understand your Employer's Program Guidelines, which are available through your Employer (as they may be amended by your Employer from time to time, called the "Program Guidelines").

2. Your Profile and Account Responsibilities

- 2.1** If you have been provided with login credentials by your Employer and you agree to these Terms, you may use the Site. If you disagree with any of these Terms, you are not entitled to access or utilize any of the Benevity Platform's charitable giving functionality presented in the Site.
- 2.2** You warrant that all information you submit to the Site profile pages is accurate and and, further, agree that you will keep it current. If We have grounds to suspect that your profile information is untrue, inaccurate or incomplete, We have the right to suspend or terminate your Site account. It is your responsibility to maintain the confidentiality of your Site password, and you are responsible for and you authorize Us to effect any changes that are made to your Site account using your password. You agree that We may send you important information and notices regarding the Site and your account by email, text messaging or other means based on the information you provide to Us. Each individual person is limited to one account on the Site.
- 2.3** You are responsible for all activities that occur in your Site account. You shall treat other Site users with courtesy and respect. You shall not:
- a)** Impersonate any other person or allow any other person to impersonate you or utilize your account on the Site;

- b)** Falsely say or imply that you are associated with another person or entity;
- c)** Submit content in exchange for payment or other consideration from another person or entity;
- d)** Collect information about other Site users without their consent; or
- e)** Submit or link to any content that:
 - i.** Infringes or violates the intellectual property or other rights of any person or entity;
 - ii.** Intentionally interferes with the operation of the Site or any Giving Program;
 - iii.** Violates anyone's privacy or publicity rights;
 - iv.** Breaches any duty of confidentiality that you owe to anyone;
 - v.** Provides any non-public information about Benevity, your Employer or the Benevity Fund or any other company or person without authorization;
 - vi.** Is, in Our judgment, harassing, defamatory, abusive, lewd, pornographic, obscene or otherwise objectionable;
 - vii.** Contains or installs any viruses, worms, bugs, Trojan horses, malware or other code, files or programs designed or having the capability to disrupt, damage or limit the functionality of any software or hardware; or
 - viii.** Contains false or deceptive language, unsubstantiated or comparative claims regarding Benevity's or others' products, advertising, commercial referrals, spam, chain letters, or any other solicitation, including solicitation of lawsuits.

We reserve the right, in Our sole discretion and without prior notice to you, to remove any content submitted or posted by you to the Site pages.

3. Participation and Acceptance

- 3.1** Your acceptance of the Program Guidelines and of these Terms constitute your acknowledgment that you have read, understood and agreed with both the Program Guidelines and these Terms. These Terms may be changed from time to time by Benevity, the Benevity Fund or your Employer, in its sole discretion, with notice of such changes provided to you by posting the amended version of the Terms to the Site. Furthermore, registration as a donor or activation of your profile on the Site or participation in any Giving Program constitutes acceptance of these Terms and of any amendments made to the Terms, which may be made from time to time.
- 3.2** Eligibility for and participation in a Giving Program are determined by your Employer and set forth in these Terms, any relevant Giving Program Agreement and any other policy or documentation respecting the Site (collectively, "Site Documents").
- 3.3** You acknowledge that only individuals who are Donors may be entitled to participate in certain Giving Programs. You are advised to review each applicable Giving Program Agreement to determine the terms and conditions of such program, including your eligibility to participate in such program. You acknowledge and agree that Benevity, the Benevity Fund and their respective directors, officers, agents, employees, affiliates, successors and assigns will not have any liability or responsibility to you in connection with any Giving Program, and you release and forever discharge them from all claims in connection with such matters.

4. Types of Donations

- 4.1** There are several types of donation transactions available through the Benevity Platform, depending upon the

nature and mechanics of the relevant Giving Program in the Site. These transactions may include a Direct Gift (donation made by you of your funds), a Donor-Advised Gift or a Matching Gift (donations where funds are matched by Employer).

- 4.2** Your Employer will determine, in its sole discretion, whether the allocation of donation amounts result in a Direct Gift, Donor-Advised Gift and/or Matching Gift.
- 4.3** The following applies to the different types of gifts described in section 4.1 above:
- a) Direct Gifts:** In the case of a Direct Gift (such as a donation from your own funds as a payroll deduction or credit card payment), it is intended that the donation will give rise to an income tax deduction to the extent allowed by law. Upon the donation amount being allocated to you within the Benevity Platform and the corresponding funds being transferred to the Benevity Fund, the donation will normally represent a tax deductible gift by you to the Benevity Fund through the Benevity Platform, subject to the laws and regulations of the jurisdiction where you are subject to taxation, the Benevity Fund's receipt and approval of your recommendation as donor ("Donor Advice", as more fully defined in section 6.5), the Donor-Advised Fund Rules and the Default Rules.
 - b) Donor-Advised Gifts:** In the case of a Donor-Advised Gift (such as a charitable gift card, "Dollars for Doers", similar awards or some Matching Gifts), it is intended that the recipient of the gift receive only the right to recommend the grant from the gift to a recipient Eligible Charity. The donation amount will normally represent a tax deductible donation by the original donor to the Benevity Fund, subject to the Benevity Fund's receipt and approval of the Donor Advice, the Donor-Advised Fund Rules and the Default Rules.
 - c) Matching Gifts:** The Benevity Platform also enables your Employer and Matching Partners to "match" donations or other contributions you make via the Site and/or directly to recipient organizations on terms determined by them (a "Matching Program"). A matching component from your Employer or Matching Partner does not normally result in Donors' directly acquiring donation amounts as described above. Matching Programs result in your Employer or Matching Partner making a donation to the Benevity Fund for which, upon the transfer of corresponding funds to the Benevity Fund, a tax receipt will normally be available in the name of your Employer or a Matching Partner (as the case may be) in the manner of a Direct Gift, subject to the Benevity Fund's approval of the Donor Advice, the Donor-Advised Fund Rules, and the Default Rules. Donations made under Matching Programs are at the complete discretion of your Employer or other Matching Partner and may not reflect real-time availability of any remaining budget amounts as displayed on the Site.
- 4.4** Neither donation amounts allocated to accounts within the Benevity Platform nor any funds on account thereof are transferable without your Employer's express consent.

5. Donation Mechanics and Fees

- 5.1** Donation amounts earned or purchased by, or gifted to, you through your participation in Giving Programs will be posted via the Benevity Platform to a notional account on the Site (a "Giving Account") within a commercially reasonable period of time following confirmation that you have earned, purchased or are

otherwise entitled to the allocated donation amount as per the terms of such Giving Program. The Giving Account will record the donation amounts to which you are entitled through participation in Giving Programs, any adjustments to such amount, and, upon receipt by the Benevity Fund of the corresponding funds, the amount donated by you or any other relevant party pursuant to the terms and conditions of these Terms.

- 5.2** You acknowledge that Benevity relies on information provided by your Employer or Matching Partners (as the case may be) with respect to the donation being made and certain matters relating to the presentation and execution of the Giving Program within the Site, and you release and forever discharge Benevity with respect to all claims relating to such matters.
- 5.3** Any funds received by or on behalf of your Employer or the Benevity Fund on account of donation amounts to which you are entitled through participation in any Giving Program will be held by such receiving entity as agent by or on behalf of your Employer in accordance with these Terms and any relevant Giving Program Agreement. The Benevity Fund must be in receipt of funds from or via your Employer or the applicable merchant account provider representing the redemption amount of all donation amounts allocated to a Giving Account before any donation is formally effected or valid tax receipt available. Once such amounts have been donated (or deemed donated) pursuant to the relevant Giving Program and these Terms, the funds are beneficially owned by the Benevity Fund and a donation is effectively made on behalf of the relevant donor to the Benevity Fund, subject to receipt of Donor Advice and to the approval of such advice by the Benevity Fund in its discretion. All donation transactions made through the Site are non-refundable.
- 5.4** In delivering certain aspects of the Giving Programs and the Site, your Employer utilizes both the Benevity Platform and the services of the Benevity Fund. Depending upon the nature of the Site, it may also utilize the services of other foundations to effect similar results for users in other countries.
- 5.5** By using the Site and participating in your Employer's Giving Program, you agree to allow your Employer to act as your agent in making gifts on your behalf of all funds held by it (such as payroll deduction amounts) in respect of donation amounts credited to or acquired or allocated by you, subject to adjustments permitted under these Terms, to the Benevity Fund on the date (the "Donation Date") that is the later of a) or b) below, where:
- a)** is the earlier of:
 - i.** in the case of a Direct Gift or a Donor-Advised Gift made by you, the date upon which you have provided instructions through the functionality of the Site to make the donation; and
 - ii.** in any case where any of the Default Rules apply, the date on which the donation is deemed effected by such Default Rule; and
 - b)** is the date on which the Benevity Fund is in receipt of unrestricted funds in an amount equaling the allocated donation amounts.
- 5.6** Such gifts will be received by the Benevity Fund or by your Employer as agent to be transferred to the Benevity Fund, and thereafter will normally be considered a tax deductible donation made by you to the Benevity Fund. All such donations, will be subject to a "donor-advised fund arrangement" and will be subject to a fee of up to 2.9% (the "Management Fee") payable to the Benevity Fund which, unless paid for by your Employer or Matching Partner, is deducted from the amounts disbursed by the Benevity Fund to the Eligible Charities. In the event your right to donation amounts are acquired through donations made by credit or other payment card using the merchant account (or equivalent) facilities made available through the Site, the amount of the donation may be reduced by such merchant account charges (unless paid for by Employer or a Matching

Partner). Such merchant account charges ("Merchant Fees") may be reimbursed by the Benevity Fund, in which case such amounts will be deducted from amounts distributed to Eligible Charities in a manner similar to the Management Fee.

- 5.7** For clarity, the donation amount that will be tax deductible to you, where available, is the amount that you donate to the Eligible Charity before any deductions of any applicable Merchant Fees are applied.
- 5.8** You may cancel, change or adjust your selection of and allocation to Eligible Charities at any time in your "Personal Dashboard" on the Site. Any such cancellation, change or adjustment will only affect donations made after the date of such cancellation, change or adjustment and will not affect current or scheduled recurring payroll-based or credit card donations unless made prior to the close of any relevant payroll deduction or processing period as specified on the Site or otherwise applicable to your Employer. Your Personal Dashboard will also show the donations made by you or on your behalf to the Benevity Fund.
- 5.9** You may not be aware, but less than 5% of the \$350 Billion that go to charities in North America each year is paid electronically. Benevity and your Employer are committed to reducing the amount of this manual processing, so that more funds can be applied to the social issues they are intended to impact. Through the Benevity Platform, Eligible Charities may receive Donation Funds by Electronic Funds Transfer (EFT), Automatic Clearing House (ACH), PayPal or check. All distributions to each Eligible Charity are aggregated across all requested distributions from all donor-advised funds to such charity and a single payment is made monthly to the charity. Eligible Charities may provide banking information through the Funds Transfer Form on the secure Benevity Causes Portal (<https://causes.benevity.org>) to allow for monthly EFT, ACH or PayPal transfers. Absent a Funds Transfer Form, distributions will be by manual check until a valid Funds Transfer Form is submitted. Where distributions continue to be made to an Eligible Charity by other than EFT/ACH or PayPal, Eligible Charities agree to pay a manual processing fee for administration and overhead costs associated with the check preparation, issuing, mailing, etc., in the amount of up to the higher of: (i) U.S.\$25 per check; and (ii) 7.0% of the amount of the manual check to a maximum of \$100 (the "Manual Check Fees"). Notwithstanding the foregoing, the current policy is that Eligible Charities may receive up to three (3) manual checks before the Manual Check Fees will be applied to future distributions, in order to provide adequate time for newly onboarded charities to supply the required information and Funds Transfer Form to Benevity. This is a single Manual Check Fee on all aggregated donations across all of Benevity's clients, not a separate fee for each donation, and does not reduce the taxable amount of any donation.

6. Donor-Advised Fund Rules

- 6.1** Whenever a Donor, an Employer, or other participant is provided with the opportunity to recommend gifts to Eligible Charities via the Benevity Platform, a donor-advised fund has been created pursuant to IRC § 4966(d)(2). Each donor-advised fund is a "Fund".
- 6.2 Donor Contributions.** Donors may make irrevocable contributions to a Fund immediately upon the acceptance of these Terms and simultaneously with the creation of the Fund. All contributions to such a Fund shall, upon acceptance, irrevocably become part of the Fund's assets (the "Fund Assets"). To the extent that a Donor will itemize charitable deductions, Donor should keep electronic confirmations with tax records for the year in which contributions are made, as the Internal Revenue Service requires taxpayers to substantiate the charitable deductions they claim.

6.3 Control Over the Fund and Fund Assets. As required by the IRS, the Benevity Fund shall own and control each Fund and all Fund Assets. The Benevity Fund shall have all of the power and authority necessary to invest, reinvest, and manage the Fund Assets in accordance with the purposes of the Fund, as described in these Terms. All appreciation, interest or income, if any, earned from the investment of Fund Assets, shall be the property of the Benevity Fund, over which it has complete legal control, and furthermore no such appreciation, interest, or income shall accrue to Donor's Fund. When used in these Terms, any reference to "Donor's Fund" shall be merely for identification purposes regarding its creation and recommendation privileges, and it shall not indicate any ownership rights of the Donor in the Fund or control by the Donor of the Fund.

6.4 Distributions. Fund Assets shall be distributed by the Benevity Fund, at its sole discretion, to exempt organizations under IRC § 501(c)(3) that are organized and operated exclusively for exempt purposes within the meaning of IRC § 170(c)(2)(B) (the "Distributions"). Notwithstanding the foregoing, private foundations, individuals, and disqualified supporting organizations are not considered eligible to receive Distributions. The Donor shall not be entitled, at any time, to any Distributions from the Fund, including income, interest, or principal. Once a Distribution is made by the Benevity Fund, the funds constituting the Distribution shall no longer be subject to the rules, regulations, policies or control of the Benevity Fund, and the Benevity Fund makes no representations or warranties regarding such funds, once they are no longer under its control.

6.5 Donor Advice

- a) Recommendation Privilege:** Donor shall be entitled to make a non-binding and non-compulsory recommendation to charitable organizations for Distributions. The Benevity Fund ordinarily endeavors to honor recommendations to Eligible Charities unless it has reason to believe that such recommendation, if followed, might be contrary to IRS regulations or other applicable law (such as, for example, where the grant will benefit the Donor or another individual, or it is part of a conduit to some other ineligible recipient). Nevertheless, the Benevity Fund shall be entitled to disregard any recommendation made by a Donor, to retain all or some of such funds rather than approving a Distribution, or to distribute all or some of the Fund to a different charitable organization than the one that Donor recommends. Donor understands that, in accordance with IRS requirements, any recommendation shall be advisory only, shall not be binding upon the Benevity Fund, and shall not be the sole criteria used by the Benevity Fund in determining whether or not to make a Distribution.
- b) Evaluating Recommendations.** The Benevity Fund shall be entitled to evaluate Donor recommendations according to the interests of the Benevity Fund in fulfilling its IRC § 501(c)(3) purposes. This includes, but is not limited to, ensuring that the Eligible Charities have one or more purposes provided by IRC § 170(c)(2)(B), any Distribution complies with the Benevity Fund's policies and guidelines relating to the operation of its Fund, and that the charity is in compliance with the IRC and other applicable laws.

7. Tax and Tax Receipts

- 7.1** You should consult your own tax and legal advisors respecting the actual tax or other impact of donations made by you through the Site. Notwithstanding anything contained in these Terms, any Giving Program Agreement or the issuance of any tax receipts in your name by or on behalf of the Benevity Fund, in no event will Benevity, your Employer or the Benevity Fund be liable to you for any damages, direct or indirect and

including, without limitation, any tax, interest, fines, damages, penalties or other levies imposed by any taxing, governmental or other regulatory authority arising from or in connection with any Giving Program or the use of the Benevity Platform or use of the Site. If you are not a United States taxpayer, any donations you make through the Site may not be tax deductible in the jurisdiction in which you are a taxpayer and you should, therefore, consult your own tax and legal advisors respecting the actual tax or other impact of donations made by you through the Site.

- 7.2** If you are a United States taxpayer and in compliance with these Terms and all other Site Documents, you will normally receive a tax receipt (PDF file accessible at the Site or by email) with respect to applicable gifts made by or on your behalf to the Benevity Fund during a calendar year as soon as practicable and in any event within one (1) month after the end of that year (alternatively, depending upon the configuration of the Site by your Employer, certain of your gifts may be reflected on your employee payroll record). The relevant date of the tax receipt will be the Donation Date in the tax year in which the amounts were donated to the Benevity Fund in accordance with these Terms. Please note that if you do not provide the required information for tax receipt issuance on or prior to December 31 in any calendar year in which donation amounts have been allocated to you, you may not be entitled to a receipt for donations made in that year (see the Default Rules in Article 9 below).

8. Employer as Your Agent

- 8.1** By accepting these Terms, you have irrevocably appointed your Employer as your agent to receive funds from you or from other Matching Partners or from third-party payment processors on account of donations you make through participation in Giving Programs and agree that:
- a)** Until the Donation Date, such funds will be held by your Employer or by the Benevity Fund on behalf of your Employer for your benefit.
 - b)** Such funds may be commingled with funds received as agent or trustee for other users on account of donation amounts earned or provided by such users;
 - c)** Your Employer or its designee, as agent, has all the powers of a natural person with respect to such funds, including, without limitation, all those necessary to deal with and transfer or gift the funds pursuant to the Terms and any Giving Program Agreement;
 - d)** Your Employer and the Benevity Fund can deduct fees from the donation as required;
 - e)** Neither your Employer nor the Benevity Fund has any responsibility or duty to invest any funds that it holds relating to any Giving Program; provided, however, that if interest is earned on the funds, the Benevity Fund may apply such accrued interest as it thinks fit;
 - f)** In performing its obligations and duties hereunder, your Employer will exercise the care, diligence and skill that a person of ordinary prudence would exercise in dealing with the property of another person;
 - g)** Your Employer will have no liability or responsibility as agent for funds until it receives such funds from a Matching Partner or third-party payment processor on account of donation amounts earned or

purchased by you;

- h)** Your Employer may retain the services of the Benevity Fund, Benevity or others to perform any of its obligations under the Terms, including its obligations as agent hereunder;
- i)** Your Employer will be released from its obligations as agent upon the donation or deemed donation of these funds to or for the benefit of the Benevity Fund;
- j)** Upon any suspension, disqualification or termination of these Terms, any Giving Program Agreement or of your privileges to use the Site, your Employer will continue to be your agent under the Terms until such time as there are no longer any funds held by or on behalf of your Employer subject to your advice privileges on account of donation amounts, subject, in any event, to the Default Rules;
- k)** Your Employer has the right to amend these Terms and the terms of this agency as it may determine in its sole discretion, with or without notice to you, provided that no amendment may change, without your consent, the beneficial ownership of any of the funds that it holds on your behalf as agent; and
- l)** Your Employer accepts its appointment as agent pursuant to these Terms.

9. Default Rules

9.1 It is intended that there be no “breakage” within the Benevity Platform, such that all donation amounts (less any applicable fee) ends up generating donation funds to an Eligible Charity. In certain circumstances identified below (collectively called the “Default Rules”), the results of intended actions within the Benevity Platform or the relevant Giving Program may be modified in the manner specified where a Default Rule is applicable.

9.2 In circumstances where:

- a)** Donor Advice is not provided within the time specified in the Site and in any event within 12 months following December 31 of the year in which the donation amounts were allocated to a user;
- b)** an Eligible Charity requested as part of Donor Advice is
 - i.** no longer registered and in good standing with the United States Internal Revenue Service or other relevant regulatory agency, or
 - ii.** is otherwise no longer in the Eligible Charity Database; or
- c)** the Benevity Fund, exercising its discretion under a “donor-advised fund arrangement”, chooses to disagree with or ignore the Donor Advice,

then the Benevity Fund will make or request your Employer to make the determination of the Eligible Charity to which such donation will be made.

9.3 In circumstances where:

- a)** a tax receipt is not requested via the Benevity Platform or required information for tax receipt issuance provided by a Donor on or prior to December 31 in any calendar year in which donation amounts have been allocated to such Donor; or
- b)** the Benevity Fund determines that the donation is not properly receiptable by it under applicable law, the Benevity Fund may issue the tax receipt to your Employer or other Matching Partner if applicable and no

receipt will be issued or accessible to the Donor.

9.4 In circumstances where:

- a)** the Donor has not provided sufficient funds equal to allocated donation amounts; or
- b)** bankruptcy or other legal process affecting any Donor compels the Benevity Fund to return any funds held by it respecting donation amounts,

no donation can be deemed effected and no receipt issued unless and until funds representing the allocated donation amounts are unequivocally transferred to the Benevity Fund.

10. Representations and Warranties

10.1 You represent and warrant to each of your Employer, Benevity, the Benevity Fund and any Matching Partner that you are deemed over the age of majority by the jurisdiction in which you reside and that you are of sound mind and under no compulsion. You further agree that these Terms constitute a binding agreement by you, which is enforceable against you, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity relating to enforceability.

10.2 Either Benevity or your Employer, each, in its sole discretion, may suspend your participation in any Giving Program for any reason with or without notice. Your Employer will contact you by email at the address provided in your user profile or other contact information on the Site to attempt to resolve the matter underlying the suspension. Upon disqualification due to lack of resolution, your account or access may be closed, you will no longer have any rights under these Terms and your Employer as your agent will be entitled to transfer any funds that it is holding for your benefit on account of donation amounts to the Benevity Fund and the Benevity Fund will be entitled to utilize any such funds as it may determine in its sole discretion.

10.3 Your Employer, in its sole discretion, may terminate any Giving Program or any part of it for any reason on notice to you. You will have sixty (60) days from the date of notice to provide Donor Advice respecting any donation amounts in a Giving Account to your credit or to which you are entitled, following which such remaining funds will be dealt with by the Benevity Fund in accordance with the Default Rules in section 9 above.

10.4 Your Employer, Benevity and the Benevity Fund may rely on your acceptance of and agreement with these Terms. No person or entity other than you, your Employer, Benevity, the Benevity Fund or Matching Partners is intended to be a beneficiary of, or may rely on, these Terms unless expressly stated herein.

11. Privacy

11.1 The information provided by you at or in connection with the Site, as well as information about your transactions in connection with Giving Programs, is required to manage your utilization of the Site and your participation in the Giving Programs. You consent to and authorize each of your Employer, Benevity, Matching Partners and the Benevity Fund, and their respective subsidiaries and affiliates and any other third parties with whom any of the foregoing contract in order to manage your Employer's Giving Programs, the Site and carry out these Terms, to share information about you and your participation in Giving Programs as necessary to

effect, administer, enforce, service or fulfill these Terms, your participation in the Giving Programs and your utilization of the Site. Using the privacy settings within the Site, you may choose or change (by ticking the relevant check-boxes in your personal profile on the Site or at the time of making a donation) whether and to what extent information identifying you as a donor will be given to any other Eligible Charity, except as may be permitted in accordance with these Terms and applicable law. The collection, use and disclosure of personal information about you by Employer will be in accordance with Employer's applicable Privacy Policy and any applicable law.

12. Arbitration

- 12.1** Any claim, dispute or controversy (whether in contract or tort, pursuant to any statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to (a) these Terms; (b) the Benevity Platform and the Site; (c) the Benevity Fund; (d) any Donor Fund; (e) oral or written statements, agreements, advertisements or promotions relating to these Terms, the Benevity Platform, the Site, any Giving Program, the Benevity Fund or any Donor Fund; or (f) the relationships created as a result of or in connection with these Terms (including, your relationship with Benevity and relationships with third parties) (each such claim, dispute and controversy, a "Claim"), shall be referred to and determined by a sole arbitrator, to the exclusion of the courts, and you agree to be bound by the determination of the arbitrator. You hereby waive any right you may have to commence or participate in any class action against Benevity or the Benevity Fund related to any Claim and, where applicable, you also agree to opt out of any class proceedings against Benevity or the Benevity Fund. Arbitration of Claims shall be conducted in such forum and pursuant to such rules as you and Benevity agree upon, and failing agreement, shall be conducted by one arbitrator pursuant to the laws and rules relating to commercial arbitration in the state in which you reside that are in effect on the date of the notice to arbitrate.

13. Miscellaneous

- 13.1** You are solely responsible for any personal tax or other liability arising from participation in any Giving Program, whether by donation of money, attending any volunteering event, or otherwise. You are advised to consult with a personal tax advisor in order to determine any personal tax consequences. You agree to release your Employer, Benevity, the Benevity Fund and their respective directors, officers, agents, employees, contractors, affiliates, successors and assigns from any and all claims for direct or indirect damages, including without limitation any tax, interest, penalties or other amounts imposed by any taxing, governmental or other regulatory authority arising from or in connection with any Giving Program or the use of the Benevity Platform, whether through the Site or otherwise.
- 13.2** The Benevity Platform may only accept pure donations and not part gift and part sale transactions. Accordingly, you agree to not request or accept goods and services of more than nominal value from Eligible Charities (e.g. tickets to events, raffle tickets, dinners, tuition or club memberships) in exchange for any donation.
- 13.3** These Terms and its benefits are offered at the sole discretion of your Employer, Benevity and the Benevity Fund. You understand and agree that your Employer, the Benevity Fund or Benevity may at any time, with or without notice, terminate their relationship or, without prior notice to you, change these Terms in whole or in part.

- 13.4** No delay or omission by your Employer, the Benevity Fund or Benevity in exercising any right or remedy contained in these Terms will operate as a waiver of any of such rights and remedies nor shall it be interpreted as such. Any or all of your Employer, the Benevity Fund, and Benevity may, in their sole discretion, deviate from requiring strict observance, performance or compliance by you of any terms and conditions of these Terms. Such deviations will not alter, affect or prejudice any of the other rights or remedies of your Employer, the Benevity Fund or Benevity and will only be effective in the specific instance and for the specific purpose for which it was given and will be deemed not to be a waiver of any other of the rights or remedies your Employer, the Benevity Fund or Benevity as a result of any other breach of these Terms.
- 13.5** Notwithstanding the governing law of any agreement between you and your Employer or a Matching Partner, these Terms are governed by the laws of the State of New York, without regard to such state's conflict of laws rules, and its provisions shall be construed and interpreted in accordance with New York law. In no event will your Employer's liability with respect to a Giving Program, including liability for negligence or breach of contract, be greater than the Fund in question at the time the dispute arose. If any provision of these Terms is invalid or unenforceable, the invalidity or unenforceability of such provision will not affect the validity or enforceability of the remaining provisions of these Terms.
- 13.6** These Terms constitute the entire agreement between you, your Employer, Benevity and the Benevity Fund regarding the matters addressed in these Terms and your utilization of the Benevity Platform in the Site.
- 13.7** You agree to hold your Employer, Benevity, the Benevity Fund and their respective directors, officers, agents, employees, affiliates, successors and assigns (collectively, the "Indemnitees") harmless from and against all liability, causes of action, tax liability, penalties, costs and claims, and will reimburse the Indemnitees' reasonable and actual expenses incurred in connection therewith (including legal fees and costs), arising from or related to your participation in any Giving Program including, but not limited to, any breach of these Terms or any fraud, misrepresentation or abuse committed by you in connection with your participation in any Giving Program or by any other person using your account.
- 13.8** Benevity is not affiliated in any manner with any Matching Partners or Eligible Charities and is not an agent, representative or employee of any of them (other than as agent of the Benevity Fund for certain purposes) and no such party has the power to obligate or bind the other. These Terms, Giving Programs, and any other Site Documents are each independent of one another. Except as expressly set forth in these Terms and to the fullest extent permissible pursuant to applicable law, neither your Employer nor Benevity nor the Benevity Fund makes any representations or warranties, express, implied or statutory, to you in connection with the Benevity Platform, any Giving Program, any Matching Partner, or any Eligible Charity. You assume sole responsibility and risk for your use of the Site and your reliance thereon. You consent to the formation of contractual relations through electronic communications.

If you have any questions regarding these Terms, your use of the Site or any other matter relating to Employer's Giving Programs, please contact us at support@benevity.com.