

## Terms of Use (Ireland)

We are pleased that you have chosen to review our Terms of Use, which are incorporated by reference into the Workplace Giving Site and govern its operations. For assistance with the use of the functionality forming part of the Workplace Giving Site, you should consult the User Guide located under the “Help” section of the Site, as well as the FAQs.

### Table of Contents

<b>Introduction</b>	<b>2</b>
1. Overview	2
2. Your Profile and Account Responsibilities	3
3. Participation and Acceptance	4
4. Types of Donation Transactions	4
5. Earned or Gifted Donation Currency	6
6. Donations	6
7. Tax and Tax Receipts	7
8. Employer as Your Agent	8
9. Suspension, Disqualification and Termination	9
10. Default Rules	9
11. Representations and Warranties	10
12. Privacy	10
12. Arbitration	11
12. Miscellaneous	11

# Introduction

Welcome to your company's workplace giving web site and tools (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, (the "Employer"). We are pleased that you have chosen to review our Terms of Use, which are incorporated by reference into the Workplace Giving Site and govern its operations. For assistance with the use of the functionality forming part of the Workplace Giving Site, you should consult the User Guide located under the "Help" section of the Site, as well as the FAQs.

Using the Benevity Platform through the Workplace Giving Site, authorized users of the Site will be offered the opportunity to make contributions of time and/or money to eligible charities. The Site uses a donor advised fund arrangement to enable broad charity choice, administered by the Irish Online Giving Foundation (the "Foundation"). The Foundation has applied to the Irish Revenue Commissioners for charitable tax exemption (a CHY number) [and in accordance with the relevant governing rules after it has held the CHY number for two years the Foundation will be able to claim tax benefit from donations made to the Foundation under Section 848A of the Tax Consolidation Act, 1997

The Foundation, furthers its charitable purposes by accepting (through the Benevity Platform) contributions of money from you and your Employer ("Donors"), briefly holding the contributed funds, and distributing the funds to organizations that are recognized resident or non-resident charities by the Revenue Commissioners under Sections 207, 208 or 208A Taxes Consolidation Act, 1997 or by the Charities Regulatory Authority ("Eligible Charities"). Eligible Charities must remain in good standing with the Irish Revenue Commissioners or the Charities Regulatory Authority as the case may be in order to qualify for giving and for inclusion in a database within the Benevity Platform (the "Eligible Charity Database"). Charities included on the Eligible Charity Database may be nominated in accordance with Donor Advice (defined below) as part of a donor advised fund established in favor of contributors or corporate clients utilizing the Benevity Platform (the "Donor Advised Fund").

*Please read the following carefully.*

## 1. Overview

**1.1** The Employer has established one or more donation or volunteering programmes within the Workplace Giving Site to facilitate the donation of amounts that are earned or acquired by you through your participation in such Programmes ("Giving Programmes") established by Employer or Employer-approved third parties ("Matching Partners") to a list of charities from within the Eligible Charity Database. The Employer may add, remove, or otherwise change Matching Partners and Eligible Charities at any time without notice. The general purpose of the Giving Programmes is to facilitate the making of donations of time and/or money by you and other users of the Workplace Giving Site to Eligible Charities.

**1.2** These Terms of Use (as amended from time to time, this "Agreement") set out certain terms and conditions applicable to users of the Benevity Platform and all Giving Programmes which utilize its

functionality, supersedes all previously published terms and conditions or agreements relating to Giving Programmes, and is separate and distinct from all agreements (“Giving Programme Agreements”) entered into between you and the Employer or other Matching Partners relating to Giving Programmes. This Agreement may be amended at any time by Benevity or the Employer (sometimes collectively referred to as “We” and “Us”) posting the amended version to the Workplace Giving Site, without any obligation to provide you notice of such amendments.

## 2. Your Profile and Account Responsibilities

**2.1** If you have been provided with login credentials by the Employer and you agree to the terms of this Agreement, you may use the Workplace Giving 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 Workplace Giving Site.

**2.2** You agree that all information you submit to the Site profile pages is accurate and 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 We are authorized to effect any activities that occur in your Site account. 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:

Impersonate any other person; Falsely say or imply that you are associated with another person or entity; Submit content in exchange for payment or other consideration from another person or entity; collect information about other Site users without their consent; or submit or link to any content that: (i) infringes or violates intellectual property or other rights of any person or entity; (ii) intentionally interferes with the operation of the Site or any Giving Programme; (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 or the Employer or the Foundation 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 Programmes 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 notice to you, to remove any content submitted or posted by you to Site pages.

### 3. Participation and Acceptance

**3.1** Eligibility for and participation in a Giving Programme are determined by the Employer and set forth in this Agreement, any relevant Giving Programme Agreement and any other policies or documentation respecting the Workplace Giving Site (collectively, “Site Documents”).

**3.2** Your acceptance of this Agreement will constitute your acknowledgement that you have received, read and agreed with the terms and conditions of this Agreement, as they may be amended from time to time. Posting of this Agreement, as amended from time to time, or any other information, notice or advice, on or via the Workplace Giving Site (via hyperlink, i-frame, or otherwise) is deemed notice to you of any such matter, where notice is required or permitted to be given. Furthermore, registration as a Donor or activation of your profile on the Site or participation in any giving Programme or any use of the Benevity Platform constitutes acceptance of this Agreement, as amended from time to time.

**3.3** You acknowledge that only individuals who are Donors may be entitled to participate in certain Giving Programmes. We determine the terms and conditions of such programme, including your eligibility to participate in such programme. You acknowledge and agree that Benevity, the Foundation and their respective directors, officers, agents, employees, affiliates, successors and assigns (the “Benevity Parties”) will not have any liability or responsibility to you in connection with any Giving Programme, and you release and forever discharge the Benevity Parties from all claims in connection with such matters.

### 4. Types of Donation Transactions

**4.1** There are several ways to effect donations through the Benevity Platform, depending upon the nature and mechanics of the relevant Giving Programme in the Workplace Giving Site. Generally, the creation and allocation of donation amounts to the credit of a Donation with the Benevity Platform represent either: (a) the making by a Donor of a donation using the Donor’s own funds (via payroll deduction or credit card) but facilitated through the Workplace Giving Site (a “Direct Gift”); or (b) a gift by a Donor of the right to provide advice as to the chosen Eligible Charit(ies) to receive a donation (“Donor Advice”) equal in value to the donation amount, subject to the Foundation’s approval of such Donor Advice in its discretion (a “Donor Advice Gift”). Donation amounts may also be allocated to Eligible Charities as part of Matching Programmes (defined below) funded by Employer or other Matching Partners (a “Matching Gift”). Employer will determine and set forth in the terms of the Workplace Giving Site whether and how it wishes the allocation of donation amounts to result in Direct Gifts, Donor Advice Gifts and Matching Gifts, as the case may be (collectively, “Gifts”). The following provisions apply respecting different types of Gifts made through the Benevity Platform, and all Gifts are subject to the Default Rules in Article 10 as applicable:

- (a) Direct Gifts. In the case of a Direct Gift (such as a donation from a Donor’s own funds as a workplace giving deduction), it is intended that the donation is acknowledged and information relating to your donation is stored within your user profile. As an administrative convenience, Benevity or the Foundation may provide notice to you through your user profile, email, or other preferred method of contact of a summary of all the donations that have been made to Eligible Charities that exceed €250.00, and that therefore may be eligible for a tax refund claim by the

Foundation or the recipient charity as the case may be. The Donor will be responsible for filling out any CHY forms or other applicable government documentation for tax relief and submitting these details directly to the Foundation. Employer on its own behalf or as agent for other Donors has or will have provided funds to or for the benefit of the Foundation representing the Direct Gift. Upon the donation amount being allocated to the relevant Donor within the Benevity Platform and the corresponding funds being transferred to the Foundation, subject to the special transitional rules described in Article 4.2 the donation will represent a gift by the Donor to the Foundation through the Benevity Platform, subject to the laws and regulations of the jurisdiction where the Donor is subject to taxation, the Foundation's receipt and approval of the Donor Advice and to the Default Rules.

- (b) **Donor Advice Gifts.** In the case of a Donor Advice Gift (such as a charitable gift card or similar awards of some Matching Gifts), it is intended that the recipient of the Gift receive only the right to provide Donor Advice. The Employer or other Matching Partner or other Donor agrees that upon allocation to other Donors within the Benevity Platform and upon the corresponding funds being transferred to the Foundation, subject to the special transitional rules described in Article 4.2 the donation amount will represent a gift by such an Employer or other Matching Partner or Donor to the Foundation, subject to the Foundation's receipt and approval of the Donor Advice to be provided by the Donor recipient and to the Default Rules. Donations made via Gift Card may not qualify for the charity tax donation scheme.
- (c) **Matching Gifts.** The Benevity Platform includes functionality that enables Employer and other Matching Partners to "Match" donations or other contributions made by users of the Site in terms determined by them (a "Matching Programme"). A matching component from an Employer or other Matching Partner does not normally result in Donors directly acquiring donation amounts as described above. Matching Programmes result in the Employer or a Matching Partner making a donation to an Eligible Charity through the Foundation which, upon the corresponding funds being transferred to the Foundation, may result in a tax-effective donation for the Employer or Matching Partner, as the case may be, in the manner of a Direct Gift subject to the Foundation's approval of the Donor Advice and to the Default Rules. Donations made under Matching Programmes are at the complete discretion of the Employer or other Matching Partner and may not reflect real-time available remaining budget as displayed on the Site.

**4.2** Between the date of establishment of your Workplace Giving Site and the date on which the Foundation has registered as an approved body with the Revenue Commissioners for the purposes of Section 848A of the Tax Consolidation Act, 1997 (the "Transitional Period") donation amounts transferred to the Foundation by way of Direct Gift shall, where the Employer has borne the Management Fee, be held by the Foundation on bare trust for the Eligible Charity nominated by the relevant Donor and shall be paid to such Eligible Charity by the Foundation as soon as practicable.

**4.3** Neither donation amounts allocated to accounts within the Benevity Platform nor any funds on account thereof are transferable without the Employer's expressed consent.

## 5. Earned or Gifted Donation Currency

**5.1** Donation amounts earned by or purchased by or gifted to you through your participation in Giving Programmes will be posted via the Benevity Platform to a notional account on the Workplace Giving 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 Programme. The Giving Account will record the donation currency to which you are entitled through participation in Giving Programmes, any adjustments to such amount, and, upon receipt by the Foundation of the corresponding funds, the amount donated by you or any other relevant party pursuant to the terms and conditions of this Agreement.

**5.2** You acknowledge that Benevity relies on information provided by the Employer or Matching Partners with respect to the Gift being made and certain matters relating to the presentation and execution of the Giving Programme within the Workplace Giving Site, and you release and forever discharge the Benevity Parties with respect to all claims relating to such matters.

**5.3** Any funds received by or on behalf of the Employer or the Foundation on account of donation currency to which you are entitled through participation in any Giving Programme will be held as agent by or on behalf of Employer in accordance with this Agreement and any relevant Giving Programme Agreement. The Foundation must be in receipt of funds from or via Employer in accordance with this Agreement and any relevant Giving Programme Agreement. The Foundation must be in receipt of funds from or via Employer or the applicable donation currency allocated to a Giving Account before any donation is formally effected. Once such amounts have been donated or deemed donated pursuant to the relevant Giving Programme and this Agreement, subject to Article 4.2 hereof the funds are beneficially owned by the Foundation and a donation is effectively made on behalf of the relevant Donor to the Donor Advised Fund, subject to receipt of Donor Advice and to the approval of such advice by the Foundation in its discretion.

**5.4** If Employer or another Matching Partner adjusts the donation currency to which you are entitled pursuant to the applicable Giving Programme Benevity may adjust the relevant Giving Account and the donation funds held on behalf of Employer accordingly.

## 6. Donations

**6.1** In delivering certain aspects of the Giving Programmes and the Site, the Employer utilizes both the Benevity Platform and the services of the Foundation. Depending upon the nature of the Site, it may also utilize the services of other foundations to effect similar results for users in other jurisdictions. You direct the Employer or its agent to make a gift on your behalf of all funds held as agent by the Employer or its agent for your benefit on account of donation amounts earned or acquired or allocated by you, subject to adjustments permitted under this Agreement, to the Foundation 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 Advice Gift made by you, the date upon which you have instructed Employer 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; or

**(b)** is the date on which the Foundation is in receipt of unrestricted funds in an amount equaling the donation currency allocated.

Such Gifts will be received by the Foundation (subject to Article 4.2 hereof if applicable) or by Employer as agent to be transferred to the Foundation, and thereafter an acknowledgement will be issued to the donor confirming the recipient charity of the donation and the amount. All such donations, will be subject to a “donor advised fund arrangement” in your favour, and will be subject to a management fee of up to 4.8% payable to the Foundation which is deducted from the amounts disbursed by the Foundation to the Eligible Charities (the “Management Fee”). In the event your right to donation amounts is acquired through donations made by credit or other payment card using the merchant account (or equivalent) facilities made available through the Workplace Giving Site, the amount of the donation may also be reduced by such merchant account charges (unless paid for by Employer or such other Matching Partner). Such merchant account charges (“Merchant Fees”) will be deducted from amounts distributed to Eligible Charities in a manner similar to the Management Fee. For the avoidance of doubt, the donation funds eligible for the donation scheme (after the Foundation has been approved) are the gross amounts of the funds paid to the Foundation.

**6.2** You can cancel, change or adjust your selection of and allocation to Eligible Charities at any time in your “Personal Foundation” 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 the Employer. Your Personal Foundation will also show the donations made by you or on your behalf to the Foundation. Pursuant to the laws applicable to a “donor advised fund arrangement” and subject always to Article 4.2 hereof if applicable: (i) you agree that the Foundation, as the recipient of the donation, will consider your advice in respect of which Eligible Charities the donation will be donated by the Foundation; and (ii) you acknowledge that you have no legal power to compel the Foundation, as recipient of the donation, or the Employer, as agent of the Foundation, to donate in accordance with such advice.

## 7. Tax and Tax Receipts

**7.1** If you are a taxpayer in Ireland and in compliance with this Agreement and all other Site Documents, all donations above €250 that you make to charities which have been approved for the purposes of Section 848A Taxes Consolidation Act, 1997 will normally qualify the recipient charity in question (including the Foundation when it is so registered) to claim a tax refund on the donation made by you. As an administrative convenience, Benevity will supply you with a copy of the CHY forms which we encourage you to fill out and send to the Foundation, allowing it (after it has been registered for the tax donation scheme) or the charity on whose behalf it is holding funds in trust pursuant to Article 4.2 as the case may be to receive a tax refund from the Revenue Commissioners. Provision of the CHY forms or any other participation from Benevity or the Foundation regarding the processing of the CHY form does not guarantee approval from the Revenue Commissioners and, in the event the Revenue Commissioners reject your CHY form, Benevity, the Employer, or the Foundation will not be held accountable. Should you be tax resident in a jurisdiction other than Ireland, whether you receive a tax deduction for the donation made by you to the Foundation will depend

upon the applicable law in your country of residence.

**7.2** Acknowledgements of charitable contributions will be generated within 24 hours after the donation has been made and will be available to you via the Site. While Benevity may inform you of when your donation to a particular Eligible Charity has exceeded €250 in any given calendar year, you will be ultimately responsible for determining the tax implications for your donations, and determining whether they will qualify the Foundation or other recipient charity for tax relief. Please note that if you do not request an acknowledgement or provide the information necessary for the Benevity Platform on behalf of the Foundation to generate a receipt on or before 31 December in any calendar year, you may not be entitled to a receipt for donations made in that year (see the Default Rules in Article 10).

**7.3** Notwithstanding anything contained in this Agreement, any Giving Programme Agreement or other Site Document, or the issuance of any acknowledgement in your name by or on behalf of the Foundation, in no event shall Benevity, the Employer or the Foundation be liable to you for any direct or indirect damages, 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 Programme or the use of the Benevity Platform, whether through the Site or otherwise. If you are not an Irish taxpayer, any donations you make through the Site may not be tax deductible in the jurisdiction in which you are a taxpayer. You must consult your own tax and legal advisors respecting the actual tax or other impact of donations made by you through the Site.

## 8. Employer as Your Agent

**8.1** You irrevocably appoint the Employer as your agent to receive funds from you or other Matching Partners or third-party payment processors on account of donation currency to which you are entitled through participation in Giving Programmes. You acknowledge and agree that:

- a) until the Donation Date, these funds will be held by the Employer or by the Foundation on behalf of the Employer for your benefit;
- b) these 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) the Employer or its designee, as agent, has all the powers of a natural person with respect to these funds, including without limitation, all those necessary to deal with and transfer or gift these funds pursuant to the terms of this Agreement and any Giving Programme Agreement;
- d) the Employer or the Foundation may deduct the Management Fee and any applicable Merchant Fees as described in Section 6.1;
- e) neither the Employer nor the Foundation has any responsibility or duty to invest any funds that it holds relating to any Giving Programme, provided however that if interest is earned on these funds, the Foundation may keep any interest earned and pay such interest to itself;
- f) in performing its obligations and duties hereunder, the 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) the Employer will have no liability or responsibility as agent until funds are received from a Matching Partner or third-party payment processor on account of donation currency earned or purchased by you;



- h) the Employer may retain the services of the Foundation, Benevity or others to perform any of its obligations under this Agreement, including its obligations as agent hereunder;
- i) the 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 Foundation;
- j) upon any suspension, disqualification or termination of this Agreement, any Giving Programme Agreement or your privileges to use the Site, the Employer will continue to be your agent under the terms of this Agreement until such time as there are no longer any funds held by or on behalf of the Employer for your benefit on account of donation currency, subject to the Default Rules; and
- k) the Employer has the right to amend this Agreement 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 the beneficial ownership of any of the funds which it holds on your behalf as agent without your consent.

**8.2** The Employer accepts its appointment as agent pursuant to the terms of this Agreement.

## **9. Suspension, Disqualification and Termination**

**9.1** Either Benevity or the Employer, in its sole discretion, may suspend your participation in any Giving Programme for any reason with or without notice, including without limitation, if there is a negative balance in your Giving Account. The 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 Giving Account or access may be closed, you will no longer have any rights under this Agreement and the Employer as your agent will be entitled to transfer any funds that the Employer is holding for your benefit on account of donation currency to the Foundation, and the Foundation will (subject to Article 4.2 if applicable) be entitled to utilize any such funds as it may determine in its sole discretion.

**9.2** The Employer, in its sole discretion, may terminate any Giving Programme or any part of it for any reason on notice to you. You will have 60 days from the date of notice to provide Donor Advice respecting any donation currency in a Giving Account to your credit or to which you are entitled, following which such remaining funds will be dealt with by the Foundation in accordance with the Default Rules in section 10 below.

## **10. Default Rules**

**10.1** It is intended that there be no “breakage” within the Benevity Platform, such that all donation currency ends up generating donation funds to a charity. Subject to Article 4.2, in certain circumstances identified below (collectively called the “Default Rules”), the results of intended actions within the Benevity Platform or the relevant Giving Programme may be modified in the manner specified where a Default Rule is applicable.

**10.2** In circumstances where: (i) Donor Advice is not provided within the time specified in the Site Documents and in any event within 12 months following 31 December of the year in which the donation amounts were allocated to a user; (ii) an Eligible Charity requested as part of Donor Advice is (a) no longer registered and in

good standing with the Irish Revenue Commissioners or the Charities Regulatory Authority, or (b) is otherwise no longer in the Eligible Charity Database; (iii) the donation amounts allocated across the Benevity Platform to a particular Eligible Charity do not exceed the transfer threshold of the Foundation (currently €100) within 2 years of the relevant Donation Date; or (iv) the Foundation, exercising its discretion under a “donor advised fund arrangement”, chooses to disagree with or ignore the Donor Advice, then the Foundation will make the determination of the Eligible Charity to which such donation will be made.

**10.3** In circumstances where: (i) an acknowledgement is not requested via the Benevity Platform or required information for the issuance of a receipt provided by a Donor on or prior to 31 December in any calendar year in which donation amounts have been allocated to such Donor; or (ii) the Foundation or the Eligible Charity that receives a donation through the Benevity Platform determines that the donation is not properly subject to the issue of a receipt to the Donor under applicable law, the Foundation or the Eligible Charity as the case may be may issue a receipt to the Employer or other Matching Partner if applicable and in all other cases the subject donation will be deemed “anonymous” and no acknowledgement or receipt will be issued or accessible to the Donor.

**10.4** In circumstances where: (i) the relevant Donor has not provided sufficient funds equal to allocated donation amounts; or (ii) bankruptcy or other legal process affecting any Donor compels the Foundation 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 currency are unequivocally transferred to the Foundation.

## 11. Representations and Warranties

**11.1** You represent and warrant to each of the Employer, Benevity, the Foundation and any Matching Partner that you are over the age of majority in the jurisdiction in which you reside and that this Agreement constitutes a binding and enforceable agreement 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.

## 12. Privacy

**12.1** The information provided by you at or in connection with the Site, as well as information about your transactions in connection with Giving Programmes, is required to manage your utilization of the Site, the Benevity Platform and your participation in the Giving Programmes. You consent to and authorize each of the Employer, Benevity, and the Foundation, and their respective subsidiaries and affiliates and any other third parties with whom any of the foregoing contract in order to manage the Employer’s Giving Programmes, the Benevity Platform and carry out the terms of this Agreement, to share information about you, your Personal Foundation and Giving Programmes as necessary to effect, administer, enforce, service or fulfill the terms of this Agreement, your participation in the Giving Programmes and your utilization of the Benevity Platform. Using the privacy settings within the Site, you may choose (by ticking the relevant check-boxes in your personal profile on the Site) whether and to what extent information identifying you as a Donor will be given to any Eligible Charity, except as may be permitted in accordance with this Agreement and applicable law. The collection, use and disclosure of personal information about you by the Employer will be in accordance

with the Employer's then applicable Privacy Policy and applicable law.

### 13. 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) this Agreement; (b) the Benevity Platform and the Site; (c) oral or written statements, advertisements or promotions relating to this Agreement or the Benevity Platform or the Site or any Giving Programme; (d) the relationships that result from this Agreement (including relationships with third parties) (collectively, a "Claim"), will be referred to and determined by a sole arbitrator (to the exclusion of the courts). You agree to waive any right you may have to commence or participate in any class action against Benevity or the Foundation related to any Claim and, where applicable, you also agree to opt out of any class proceedings against Benevity or the Foundation. If you have a Claim you should give written notice to arbitrate to Benevity at the address obtained by following the instructions in Section 14. If Benevity or the Foundation has a Claim it will give you notice to arbitrate at the address you have provided to Employer in association with the use of the Site. Arbitration of Claims will be conducted in such forum and pursuant to such rules as you and Benevity agree upon, and failing agreement will be conducted by one arbitrator under the Arbitration Rules of the Chartered Institute of Arbitrators - Irish Branch for final and binding settlement.

### 14. Miscellaneous

**14.1** You are solely responsible for any personal tax or other liability arising from participation in any Giving Programme, 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 the Employer, Benevity, the Foundation 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 Programme or the use of the Benevity Platform, whether through the Workplace Giving Site or otherwise.

**14.2** This Agreement and its benefits are offered at the sole discretion of the Employer and Benevity. You understand and agree that either the Employer or Benevity may at any time, with or without notice, terminate their relationship or change this Agreement in whole or in part.

**14.3** The Employer, Benevity and the Foundation may rely on your acceptance of and agreement with this Agreement. No person or entity other than you, the Employer, Benevity, the Foundation or other Matching Partners is intended to be a beneficiary of, or may rely on, this Agreement unless expressly stated herein.

**14.4** No delay or omission by the Employer or Benevity in exercising any right or remedy contained in this Agreement will operate as a waiver of any of such rights and remedies nor shall it be interpreted as such. Either or both of the Employer and Benevity may, in their sole discretion, deviate from the strict observance, performance or compliance by you of any terms and conditions of this Agreement. Such deviations will not alter, affect or prejudice any of the Employer's or Benevity's other rights or remedies 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 Employer's or Benevity's rights or remedies as a result of any other breach of this Agreement.

**14.5** You agree to hold the Employer, Benevity, the Foundation 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 Programme including, but not limited to, any breach by you of this Agreement or any fraud, misrepresentation or abuse committed by you in connection with your participation in any Giving Programme or any other person using your Giving Account or Personal Foundation.

**14.6** Benevity is not affiliated in any manner with any Matching Partners or Eligible Charities and is not agent, representative or employee of any of them (other than limited agent of the Foundation) and no such party has the power to obligate or bind the other. Giving Programmes, this Agreement and any other Site Documents are each independent of the others. Except as expressly set forth in this Agreement and to the fullest extent permissible pursuant to applicable law, neither the Employer nor Benevity 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 total responsibility and risk for your use of the Site and your reliance thereon. You consent to the formation of contractual relations through electronic communications.

**14.7** Notwithstanding the governing law of any agreement between you and Employer or other Matching Partner, this Agreement shall be governed by the laws of Ireland.

**14.8** In no event will the Employer's liability with respect to a Giving Programme, including liability for negligence or breach of contract, be greater than the value of donation currency in your favour at the time the dispute arose.

**14.9** If any provision of this Agreement is invalid or unenforceable, the invalidity or unenforceability of such provision will not affect the validity or enforceability of the remaining provisions of this Agreement.

**14.10** This Agreement constitutes the entire agreement between you, the Employer, Benevity and the Foundation regarding the matters addressed herein and your utilization of the Benevity Platform in the Workplace Giving Site, including without limitation your entitlement to be paid the funds held by or on behalf of the Employer or other Matching Partners for your benefit on account of donations.

**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](mailto:support@benevity.com)**