Terms of Use (Spain)

We are pleased that you have chosen to review these terms, which are incorporated by reference into the Site and govern its operations. In order to use the Site or participate in your company's Giving Programs, you must agree to the terms of use set out below (the "Terms", "Terms of Use" or "Agreement"). Your use of the Site constitutes your agreement to these Terms. If you disagree with any of these Terms, you should not access or utilize any of the charitable giving functionality presented in the Site.

Table of Contents

Introduction 2

1. Eligibility for Giving Programs 3

2. Your Profile and Account Responsibilities 3

3. Participation and Acceptance 4

4. Types of Donations 4

5. Donation Mechanics and Fees 5

6. Acknowledgment of Contribution 7

7. Employer as Your Agent 8

8. Default Rules 9

9. Representations and Warranties 9

10. Privacy 10

11. Arbitration 10

12. Miscellaneous 11

Introduction

Welcome to your company's 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 (the "Employer").

Your Employer has established one or more donation or volunteering programs within the Site to facilitate the donation of amounts that are credited to or acquired by you through your participation in such programs (called "Giving Programs") established by your Employer or Employer-approved third parties ("Matching Partners") to a list of charities available on the Site (called the "Eligible Charities Database") that comply with your Employer's eligibility guidelines (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, you will be asked to confirm that you have read and understand them.

These Terms of Use set out certain terms and conditions applicable to users of the Benevity Platform and all Giving Programs which 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 or the Employer (sometimes collectively referred to as "We" and "Us") posting the amended version to the Site, without any obligation to provide you 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 by Benevity to enable broad charity choice, real time transaction processing and to reduce the amount of manual processing incurred by recipient charities. Benevity will accept (through the Benevity Platform) contributions of money from you and your Employer, collectively called donors, issue acknowledgements of contributions made by donors through the Benevity Platform and the Site, and distribute that contribution (along with all other donations made via the Benevity Platform in that month) to the Eligible Charities on a monthly basis.

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 the 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 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 or allow any other person to impersonate you or utilize your account on the Site; 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 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 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 notice to you, to remove any content submitted or posted by you to Site pages.

3. Participation and Acceptance

3.1 Your acceptance of the Program Guidelines and these Terms of Use constitute your acknowledgment that you have read, understood and agreed with both the Program Guidelines and these Terms of Use. These Terms may be changed from time to time by 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 or 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 the Employer and set forth in this Agreement, 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 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 Advice 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 Advice 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 and any acknowledgment of contribution be for your credit. Upon the donation amount being allocated to you within the Benevity Platform and the corresponding funds being transferred to Eligible Charity, the donation may represent a tax deductible gift by you to the Eligible Charity through the Benevity Platform, subject to the laws and regulations of the jurisdiction where the donor is subject to taxation, and Benevity's receipt and approval of the Donor Advice and to the Default Rules. If desired and available under applicable laws, you may request official tax receipts for Direct Gifts from the Eligible Charity directly.

(b) **Donor Advice Gifts:** In the case of a Donor Advice 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 choose and recommend the recipient Eligible Charity of the gift. The donation may represent a tax deductible donation by the original donor to the Eligible Charity subject to applicable laws and Benevity's receipt and approval of the Donor Advice to be provided by the individual recipient and to the Default Rules. If desired and available under applicable laws, you may request official tax receipts for Donor Advice Gifts from the Eligible Charity directly.

(c) **Matching Gifts:** The Benevity Platform also enables your Employer and Matching Partners to "match" donations or other contributions made by users 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 Eligible Charity through Benevity for which, upon the corresponding funds being transferred to Benevity, an acknowledgment of contribution will be made 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 Benevity's approval of the Donor Advice and to the Default Rules. Donations made under Matching Programs are at the complete discretion of the Employer or other Matching Partner and may not reflect real-time availability of remaining budget 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 the Employer's express consent.

5. Donation Mechanics and Fees

5.1 Donation amounts earned by 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 currency to which you are entitled through participation in Giving Programs, any adjustments to such amount, and, upon receipt by Benevity 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 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 on account of donation currency to which you are entitled through participation in any Giving Program will be held as agent by or on behalf of your Employer in accordance with these Terms and any relevant Giving Program Agreement. The Eligible Charity must be in receipt of funds from or via Benevity, your Employer or the applicable merchant account provider representing the redemption amount of all donation currency allocated to a Giving Account before any donation is formally effected.

5.4 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 Benevity 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 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; or

(b) is the date on which the Eligible Charity is in receipt of unrestricted funds in an amount equaling the allocated donation amounts.

5.5 Such gifts will be received by Benevity or by your Employer as agent to be transferred to the Eligible Charity, and thereafter, depending on applicable laws, may be a tax-deductible donation made by you to the Eligible Charity. All such donations will be subject to a fee of up to 4.8% (the "Management Fee") payable to Benevity which, unless paid for by your Employer or Matching Partner, is deducted from the amounts disbursed by Benevity to the Eligible Charities. In the event your right to donation currency is 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). Unless paid for by Employer or a 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.

5.6 The donation amount that may be tax deductible to you, where available, may be the amount that you intend to donate to the Eligible Charity before any deductions of any applicable Merchant Fees are applied or the amount received by the Eligible Charity after applicable Merchant Fees or Management Fees are deducted. You may choose to contact the Eligible Charity to determine whether you are eligible for a tax receipt and if so, in what amount.

5.7 You can 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 contributions made by you or on your behalf to Benevity. Pursuant to the applicable laws: (i) you agree that Benevity, as the recipient of the funds, will consider your advice in determining which Eligible Charities will receive the donation; and (ii) you acknowledge that you have no legal power to compel Benevity, as recipient of the funds, or your Employer to donate in accordance with such advice.

5.8 Before any acknowledgment of contribution is available, Benevity must be in receipt of funds from or via Employer or the applicable merchant account provider representing all donation currency allocated to a user. 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 Eligible Charity and a donation is effectively made on your behalf, subject to receipt of donor advice and to the approval of such advice by Benevity in its discretion. All donation transactions made through the Site are non-refundable.

5.9 You may not be aware, but less than 5% of the $350 Billion that goes 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 donations to each Eligible Charity are aggregated across all donors from all Benevity clients and a single payment is made monthly to each organization. Eligible Charities can 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.

6. Acknowledgment of Contribution

6.1 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, in no event will Benevity or your Employer 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.

6.2 If you are in compliance with these Terms and all other Site Documents, you will normally receive an acknowledgment of contribution (PDF file accessible at the Site or by email) with respect to applicable gifts made by or on your behalf to Eligible Charities 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). Please note that if you do not provide the required information for an acknowledgment of contribution 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 an acknowledgment for contributions made in that year (see the Default Rules in Article 8 below).

6.3 Notwithstanding anything contained in this Agreement, any Giving Program Agreement or the issuance of any acknowledgment of donations in your name, in no event shall Benevity or your Employer 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 Program or the use of the Benevity Platform, whether through the Site or otherwise. You must consult your own tax and legal advisors respecting the actual tax or other impact of donations made by you through the Site.

6.4 Neither Benevity nor your Employer make any representation that donations made through the Site will be eligible for a tax deduction or credit, as applicable, under governing laws. The acknowledgements of contributions you receive via the Site are your record of payment. They are not official tax receipts.

7. Employer as Your Agent

7.1 By accepting these Terms, you have irrevocably appointed your Employer as your agent to receive funds from you or other Matching Partners or third-party payment processors on account of donations you make through participation in Giving Programs and agree that:

(a) until the Donation Date, these funds will be held by your Employer or by Benevity on behalf of your 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) your 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 and any Giving Program Agreement;

(d) your Employer or Benevity can deduct fees from the donation as required;

(e) neither your Employer nor Benevity 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 these funds, Benevity 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 until funds are received from a Matching Partner or third-party payment processor on account of donation currency earned or purchased by you;

(h) your Employer may retain the services of 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 Eligible Charities;

(j) upon any suspension, disqualification or termination of these Terms, any Giving Program Agreement or 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 for your benefit on account of donation currency, subject to the Default Rules; and

(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 the beneficial ownership of any of the funds which it holds on your behalf as agent without your consent.

7.2 your Employer accepts its appointment as agent pursuant to these Terms.

8. Default Rules

8.1 It is intended that there be no “breakage” within the Benevity Platform, such that all donation currency 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.

8.2 In circumstances where: (i) 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; (ii) an Eligible Charity requested as part of Donor Advice is **(a)** no longer registered and in good standing with the relevant regulatory agency, or **(b)** is otherwise no longer in the Eligible Charity Database; or (iii) Benevity, exercising its discretion, chooses to disagree with or ignore the Donor Advice, then Benevity will make or request your Employer to make the determination of the Eligible Charity to which such donation will be made.

8.3 In circumstances where: (i) an acknowledgment of contribution is not requested via the Benevity Platform or required information for an acknowledgment of donation is not 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 (ii) Benevity determines that the donation is not properly acknowledgeable under applicable law, Benevity may issue the acknowledgment of contribution to your Employer or other Matching Partner if applicable and no acknowledgment of contribution will be issued or accessible to the Donor.

8.4 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 Benevity or the Eligible Charity to return any funds held by it respecting donation amounts, no donation can be deemed effected unless and until funds representing the allocated donation currency are unequivocally transferred to the Eligible Charity.

9. Representations and Warranties

9.1 You represent and warrant to each of your Employer, Benevity 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.

9.2 Either Benevity or your Employer, 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 currency to Benevity and Benevity will be entitled to utilize any such funds as it may determine in its sole discretion.

9.3 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 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 Benevity in accordance with the Default Rules in section 8 above.

10. Privacy

10.1 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 and Matching Partners, 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.

11. Arbitration

11.1 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) oral or written statements, advertisements or promotions relating to these Terms or the Benevity Platform or the Site or any Giving Program; (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 related to any Claim and, where applicable, you also agree to opt out of any class proceedings against Benevity. 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 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.

12. Miscellaneous

12.1 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 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.

12.2 These Terms and its benefits are offered at the sole discretion of your Employer and Benevity. You understand and agree that either your Employer or Benevity may at any time, with or without notice, terminate their relationship or change these Terms in whole or in part.

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

12.4 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 your Employer and Benevity may, in their sole discretion, deviate from the 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 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 these Terms.

12.5 Notwithstanding the governing law of any agreement between you and your Employer or a Matching Partner, these Terms are governed by the laws applicable in the State of New York, and you agree to irrevocably submit to the exclusive jurisdiction of the State of New York. Any interpretation, question or dispute regarding a Giving Program or these Terms will be resolved at the sole discretion of your Employer or Benevity, as the case may be. In no event will the Employer's liability with respect to a Giving Program, 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. 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.

12.6 These Terms constitute the entire agreement between you, your Employer and Benevity regarding the matters addressed in these Terms and your utilization of the Benevity Platform in the Site.

12.7 You agree to hold your Employer, Benevity, 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 any other person using your account.

12.8 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 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 the others. Except as expressly set forth in these Terms 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.

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