

Terms of Use

The effective date of these Terms of Use is March 25, 2016.

Thank you for using WiserGiving's tools, services, information and content ("Services"). The WiserGiving website (the "Website"), located at <http://www.wisergiving.org>, is operated by WiserGiving, a 501c(3) nonprofit organization registered in the US. "You" or the "User" refers to any person using the Service. By using the Service, you agree to the following Terms of Use, as well as any other guidelines, rules and additional terms referenced herein, collectively referred to as "TOU". These TOU set out the terms with respect to your use of and our provision the Service.

I. Acceptance of Terms

In order to use the Service, you must first agree to the TOU. You indicate your agreement to these Terms by clicking to accept the TOU, or by using the Services.

If you will be using the Services on behalf of an organization, you agree to these Terms on behalf of that organization and you represent that you have the authority to do so. In such case, "you" and "your" will refer to that organization.

Please read these TOU carefully. If you object to any term or condition of these TOU or any subsequent modifications thereto or become dissatisfied with the Service in any way, your only recourse is to discontinue your use of the Service.

II. Content

WiserGiving® is not engaged in rendering legal, financial, or tax advice. All content posted on or made available on the website is provided as a service to provide general information about charitable giving. Many topics related to charitable giving have complexities and nuances that cannot be adequately detailed in brief articles or announcements. Individuals' personal situations may vary. Please consult your financial or legal advisor.

You agree that you must evaluate and bear all risks associated with your use of any Content on the Service, that you may not rely on the accuracy of said Content and that under no circumstances will WiserGiving be liable in any way for any loss or damage of any kind incurred as a result of your use of any Content posted or otherwise made available via the Service.

III. Privacy and Confidentiality

In the course of using the Services, you may submit content to WiserGiving, including email, username or other personal data (your "Content"). WiserGiving will treat your Content as confidential information and only use and disclose it in accordance with these Terms and Privacy Policies. Our [Privacy Policy](#) details how we treat your Content and personal data.

IV. Modifications

WiserGiving may change these TOU at any time for a variety of reasons, including the need to address changes in laws, new Services or functionality. Such modifications shall become effective immediately upon the posting of the new terms or upon implementation of the changes to the Service. Your continued use of the Service after any modifications indicates your acceptance of these TOU and the Service, as modified. If you do not want to agree to any changes made to the TOU, you should stop using that Service, because by continuing to use the Services you indicate your agreement to be bound by the updated terms. You can find the most recent version of these TOU at this [page](#).

V. WiserGiving IP

WiserGiving Content may not be published, broadcast, rewritten or redistributed in whole or part without the express written permission of WiserGiving.

VI. Changes or Discontinuation of Services

WiserGiving may add, change or remove functionality and Services at any time with or without prior notice. WiserGiving may also limit, change or discontinue the Service (or any part thereof) with or without prior notice. You agree that WiserGiving has no responsibility or liability for the deletion or failure to store Content on the Service.

VII. Account Management

If you wish to register and become a member of the WiserGiving community, you must read these TOU and indicate your acceptance by proceeding with the registration process. By using the Service, you represent and warrant that you have the right, authority and capacity to enter into these TOU and to abide by all of the terms and conditions set forth herein.

You must register as a WiserGiving member prior to saving certain Content on the Service. You can set up an account ("WiserGiving Account") by designating an email address and password ("Registration Data"). You are solely responsible for maintaining the confidentiality of your password and for all activities that occur under your WiserGiving Account. You agree to immediately notify WiserGiving of any unauthorized use of your WiserGiving Account or any other breach of security.

You also agree to provide and maintain accurate and current Registration Data and. WiserGiving reserves the right to refuse your registration of or cancel your WiserGiving Account in its sole discretion at any time for any reason.

VIII. Use of Service

You agree that WiserGiving has no responsibility or liability for the deletion or failure to store Content on the Service. You are responsible for protecting and making backups of your Content.

You acknowledge that WiserGiving reserves the right to terminate WiserGiving Accounts that are inactive for an extended period of time. You further acknowledge that WiserGiving

reserves the right to modify these general practices and limitations from time to time without your consent.

You agree to comply with all local rules regarding online conduct. You must use the Services in compliance with and as permitted by applicable law.

Failure to comply with these Terms could result in the suspension or termination of Services.

IX. Third Party Content, Sites and Services

The Service may contain links to third party resources which are completely independent of Wisergiving, including websites, directories, and services. Wisergiving makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such resource. Your use of any third party resource is at your own risk.

X. Copyright Infringement

WiserGiving responds to notices of alleged copyright infringement in accordance with the U.S. Digital Millennium Copyright Act (DMCA). If you believe that there has been copyright infringement, you may notify us at info@wisergiving.org.

XI. Code of Conduct

You are responsible for your conduct while using the Services. You must comply with the following requirements when using the Services. You may not:

- (i) impersonate any person or entity nor otherwise misrepresents your affiliation with a person or entity (this provision does not apply to Content that constitutes lawful parody);
- (ii) engage in any activities that infringe, misappropriates or violates any patent, trademark, trade secret, copyright, other intellectual property, Content. This includes removing any copyright, trademark or other proprietary rights notices contained on the Website or within the Service or reformatting or framing any portion of the web pages that are part of the Website and/or Service;
- (iii) employ misleading email addresses, or otherwise manipulated registration data in order to disguise the identify of entities using the Service.
- (iv) use automated means, including spiders, robots, crawlers, data mining tools or the like to download, retrieve or index any data from the Service, unless expressly permitted by Wiser;
- (v) attempt to gain unauthorized access to Wisergiving's computer systems or engage in any activity that disrupts, interferes with the performance of or impairs the functionality of, the Service;
- (vi) modify, adapt, translate or reverse engineer any portion of the Service;
- (vii) transmit any viruses, or other types of malicious software, or links to such software, through the Services

This code of conduct is subject to change at any time at Wisergiving's discretion.

XII. WiserGiving License

General Content and tools made available by WiserGiving is subject to licensing under the terms of the Creative Commons Attribution-Non-commercial-No Derivatives Works 3.0 United States license (<http://creativecommons.org/licenses/by-nc-nd/3.0/us/>). Under the terms of this license, you are free to share (copy, distribute and/or transmit) the content on the site, provide that you abide by the following:

- **Attribution** — You must attribute the work to WiserGiving.
- **Non-commercial** — You may not use any Content from WiserGiving for commercial purposes or for monetary compensation.
- **No Derivative Works** — You may not alter, transform, or build upon the Content
- **Warranties and Indemnifications** — You must not make any representation or warranties relating to such Content, and you indemnify WiserGiving against any liability arising from use of such Content.

Any of the above conditions can be **waived** if you get written permission from WiserGiving, by emailing info@WiserGiving.org.

XIII. Violation of Local Law

Some of the Content available on the Service may violate the laws of the country or jurisdiction from where you are viewing this information. WiserGiving does not encourage the violation of any laws, but as this information is stored on a server in the United States of America, it is being maintained in reference to the protections afforded by the United States Constitution's First Amendment and under the principles of the Universal Declaration of Human Rights of the United Nations ("UN Declaration"). The laws in your country may not recognize as broad a protection of free speech as the laws of the United States or the principles under the UN Declaration, and as WiserGiving shall not be responsible for your violation of such a law should you use any of the Content made available on the Service.

XIV. Term and Termination

These TOU will remain in full force and effect for so long as you use the Service, unless earlier terminated by WiserGiving. You agree that WiserGiving may terminate the Service, delete or deactivate your WiserGiving Account, block your IP address or otherwise terminate your access to or use of the Service at any time, in its sole discretion, and that WiserGiving shall not be liable to you or any third party for any termination of your access to the Service or your WiserGiving Account. Further, you agree not to attempt to use the Service after any such deletion, deactivation or termination.

XV. Ownership

Except for Content submitted by users of the Service, the Service and all aspects thereof, including all copyrights, trademarks and other intellectual property or proprietary rights therein, are owned by WiserGiving or its licensors. You acknowledge that any underlying technology or software used to provide the Service is proprietary to WiserGiving, and you may not modify, reproduce, distribute, create derivative works of, publicly display or in any

way exploit the same. Except as expressly and unambiguously provided herein, WiserGiving and its licensors do not grant you any express or implied rights, and all rights in the Service not expressly granted by WiserGiving to you are retained by WiserGiving.

XVI. Disclaimer of Warranties

YOU AGREE THAT YOUR USE OF THE SERVICE IS ENTIRELY AT YOUR OWN RISK.

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NCI AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO THE OPERATION OF THE SERVICE OR THE CONTENT AVAILABLE THROUGH THE SERVICE. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NCI AND ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. WITHOUT LIMITING ANY OF THE FOREGOING, WISERGIVING AND ITS LICENSORS DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE CONTENT, INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS AVAILABLE WITHIN THE SERVICE. WISERGIVING IS NOT RESPONSIBLE FOR THE CONDUCT OF ANY USER OF THE SERVICE. IN ADDITION, WISERGIVING DOES NOT WARRANT OR COVENANT THAT THE SERVICE WILL BE AVAILABLE AT ANY TIME OR FROM ANY PARTICULAR LOCATION, WILL BE SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS. ANY MATERIAL OR CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ANY USER FROM WISERGIVING OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. IN SOME JURISDICTIONS LIMITATIONS OF WARRANTIES ARE NOT PERMITTED, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

XVII. Limitations of Liability

WiserGiving shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond WiserGiving's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation. WITHOUT LIMITING THE FOREGOING, WISERGIVING AND LICENSORS WILL NOT BE LIABLE UNDER ANY THEORY OF LAW, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF INFORMATION OR DATA, OR LOSS OF PROFITS RESULTING FROM ANY ASPECT OF YOUR USE OF THE SERVICE, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE SERVICE, FROM INABILITY TO USE THE SERVICE OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION OR TERMINATION OF THE SERVICE, EVEN IF WISERGIVING AND ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE SERVICE OR ANY LINKS TO THIRD PARTY WEBSITES FOUND WITHIN THE SERVICE, AS WELL AS BY REASON

OF ANY INFORMATION OR ADVICE RECEIVED THROUGH THE SERVICE OR ANY LINKS TO THIRD PARTY WEBSITES FOUND WITHIN THE SERVICE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

XVIII. Indemnity

You agree to indemnify and hold WiserGiving, its licensors, employees, sponsors, affiliates, successors, assigns, directors, officers, service providers and suppliers, harmless from any claim or demand, including reasonable attorney fees and costs, made by any third party due to or arising out of (i) the Content you submit, post or make available through the Service, (ii) your use of the Service, (iii) a violation of these TOU by you, (iv) your breach of any of the representations and warranties herein or (v) the infringement or violation by you of any intellectual property or other right of any person or entity.

XIX. Trademark Information

The WiserGiving and WiserGiving.org name and character mark are trademarks of WiserGiving (the "WiserGiving Marks"). You agree not to display or use the WiserGiving Marks in any manner without WiserGiving's prior permission.

XX. General Information

These TOU and all terms, guidelines and rules referenced herein constitute the entire agreement between you and WiserGiving and govern your use of the Service, superseding any prior agreements between you and WiserGiving. These TOU include the WiserGiving.org's [Privacy Policy](#) and any notices regarding the Service or the Website. These TOU and the relationship between you and WiserGiving shall be governed by the laws of the State of New Mexico without regard to its conflict of law provisions. You and WiserGiving agree to submit to the personal and exclusive jurisdiction of and venue in the state and federal courts located within the county of Santa Fe, New Mexico. The failure of WiserGiving to exercise or enforce any right or provision of these TOU shall not constitute a waiver of such right or provision. If any provision of these TOU is found by a court of competent jurisdiction to be unenforceable or invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and that such provision shall be limited or eliminated to the minimum extent necessary so that these TOU shall otherwise remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Service or these TOU must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these TOU are for convenience only and have no legal or contractual effect. No agency, partnership, joint venture or employment is created as a result of these TOU and you do not have any authority of any kind to bind WiserGiving in any respect whatsoever. WiserGiving may provide you with notices, including those regarding changes to these TOU by email, regular mail or postings on the Service. You agree that, except as otherwise expressly provided in this TOU, there shall be no third-party beneficiaries to these TOU.

XXI. Violations

Please report any violations of these TOU to info@wisergiving.org.

XXII. Acceptance of these Terms and Conditions of Use

I AGREE THAT I AM AT LEAST SIXTEEN (16) YEARS OLD (IF I RESIDE IN THE UNITED STATES) OR THAT I AM NOT PROHIBITED FROM REGISTERING FOR AN ACCOUNT WITH OR USING THE SERVICE UNDER THE LAWS OF MY JURISDICTION (IF I RESIDE OUTSIDE THE UNITED STATES), AND THAT I HAVE READ THESE TERMS & CONDITIONS OF USE AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.