

GoFundMe Pro – Terms of Service for NPOs

1. Introduction

Welcome to GoFundMe! If you're accepting these terms to access any of GoFundMe's products and services (including NPO's licensing of the GoFundMe Pro Platform, NPO's use of the GoFundMe Pro Services, and/or NPO's licensing or use of Third Party Products), then you ("NPO") agree to be subject to the terms of service set forth herein with GoFundMe, Inc. and/or its affiliates.

Capitalized terms are defined in Section 2 (Definitions) below, unless otherwise defined within the body of this Agreement. You represent and warrant that you have the necessary and full right, power, authority, and capability to accept this Agreement, to bind your organization, and to perform your and your NPO's obligations hereunder.

This Agreement contains provisions that limit GoFundMe's liability to NPO and require NPO to resolve disputes individually, through final and binding arbitration. That means that NPO waives any right to have a judge or jury decide NPO's case and that NPO cannot bring claims in a class action lawsuit (or any similar proceeding). Please see "Disclaimers and Limitation of Liability", "Governing Law and Venue," and "Arbitration" below for more information.

2. Definitions

2.1 "Affiliates" of a designated corporation, company, partnership, or other entity means all entities which control, are controlled by, or are under common control with the named entity, whether directly or through one or more intermediaries. For purposes of this definition, "controlled" and "control" mean ownership of more than 50% of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority.

2.2 "Agreement" means these Terms of Service, together with any Order Terms accepted by the parties.

2.3 "Confidential Information" means any non-public, proprietary information of a party to this Agreement disclosed by one party to the other that is in written, graphic, machine readable or other tangible form and is marked "Confidential," "Proprietary" or in some other manner to indicate its confidential nature or would reasonably be understood to be confidential. For

sake of clarity, information about GoFundMe's business processes, technology, beta products, and pricing for its product and services is deemed to be Confidential Information. Confidential Information also includes oral disclosures if that information would reasonably be understood to be confidential from the context of disclosure.

2.4 "Documentation" means the user instructions, release notes, manuals, or online help files in the form generally made available by GoFundMe, regarding the use of the applicable GoFundMe Pro Offering, as updated by GoFundMe from time to time.

2.5 "Effective Date" with respect to this Agreement means the earlier of (i) date that NPO accepts this Agreement and (ii) the date the NPO first started receiving any services from GoFundMe.

2.6 "End User" means a user who registers or signs up for or otherwise uses the GoFundMe Pro Platform in connection with NPO's Fundraiser(s).

2.7 "Export Laws" means export control laws and regulations of the countries and/or territories in which GoFundMe operates or in which the GoFundMe Pro Offerings are used, accessed, or from which the GoFundMe Pro Offerings are provided.

2.8 "Feedback" means any idea, suggestion, feedback, and/or proposal provided by NPO to GoFundMe related to its current or future products or services.

2.9 "Fundraiser" means NPO's online fundraising campaign and other fundraising activities conducted through the GoFundMe Pro Offerings.

2.10 "GoFundMe" means GoFundMe, Inc. and/or its Affiliate as may be specified in the applicable Order Terms, with a principal place of business at 815 E Street #121270, San Diego, CA 92112.

2.11 "GoFundMe Pro Offerings" means collectively, the GoFundMe Pro Platform and GoFundMe Pro Services.

2.12 "GoFundMe Pro Platform" means GoFundMe's websites, applications, cloud-based platform, and the associated data, information, tools, and functionalities, that enable NPO's online fundraising capabilities, whether through direct donations, auctions, streaming, or other technologies.

2.13 "GoFundMe Pro Services" means collectively, (a) Professional Services; (b) Support Services; and (c) any other services set forth in Order Terms.

2.14 “Integration” means an integration between the GoFundMe Pro Platform and Third Party Products that causes the GoFundMe Pro Platform and Third Party Products to interact by sharing data and/or creating interoperability.

2.15 “Intellectual Property” means any and all intellectual property and proprietary rights (in whole or in part) recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed, or recorded, including inventions, technology, patent rights (including patent applications, divisions, and disclosures), copyrights and all works of authorship (whether or not copyrightable), moral rights, trade secrets, trademarks and other indicators of source (and the goodwill associated therewith), service marks, trade dress, logos, methodologies, procedures, processes, know-how, techniques, protocols, various concepts, ideas, methods, models, templates, software, source code, algorithms, tools, utilities, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, layouts, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which GoFundMe has created, acquired, or otherwise has rights in, and may, in connection with the GoFundMe Pro Platform or the performance of GoFundMe Pro Services hereunder, create, employ, provide, modify, create, acquire, or otherwise obtain rights in, and in each case includes any derivative works, alterations, and other modifications using, incorporating, based on, or derived from the foregoing.

2.16 “Order Terms” means the pricing terms, order form, quote, statement of work, website or application terms, or similar document and the terms and conditions contained therein agreed to by the parties that describes order-specific information, such as a description of GoFundMe Pro Offerings ordered, term, features, options, license details, and fees.

2.17 “NPO” means the nonprofit corporation that accepted this Agreement.

2.18 “On-Platform Fundraiser” means a Fundraiser that is published on GoFundMe’s website located at www.gofundme.com and GoFundMe’s applications only. For clarity, a Fundraiser published on NPO’s domain hosted by GoFundMe through the cloud-based platform of the GoFundMe Pro Offerings is not an On-Platform Fundraiser.

2.19 “Professional Services” means the services purchased by NPO related to the implementation, site planning, configuration, integration, or deployment of the GoFundMe Pro Platform, project management, and other consulting.

2.20 “Support Services” means the provision of technical assistance and any general training for the GoFundMe Pro Platform. For clarity, Support Services do not include Professional Services.

2.21 “Taxes” means any and all applicable taxes, including sales, use, excise, withholding, assessments, stamp, transfer, value-added, duties, tariffs, export charges, import charges, and other taxes or assessments (however designated) imposed by any foreign, federal, provincial, state, or local governmental authority upon or applicable to GoFundMe Pro Offerings arising out of this Agreement, other than those based on GoFundMe’s net income.

2.22 “Third Party Products” means those products or services provided by a third party which may be made available for NPO and other customers of GoFundMe in connection with use of the GoFundMe Pro Platform. The foregoing may include third-party software as a service, payment processing services, and/or software products, including updates and enhancements thereto, if any, together with all user manuals and other documents accompanying the delivery of the Third Party Products. Third Party Products may be made available directly by such Third Party Product provider or by GoFundMe.

2.23 “Third Party Terms” means any end-user agreement that may be provided in connection with the Third Party Products, which governs the use of or access by NPO to the applicable Third Party Products.

3. Agreement Structure and Scope

3.1 Incorporation of Order Terms. The parties may enter into Order Terms from time to time, and Order Terms incorporate these Terms of Service when such Terms of Service are referenced in the Order Terms.

3.2 Incorporation of Third Party Terms; Third Party Products. NPO’s use of Third Party Products may be subject to, and NPO will comply with, any applicable Third Party Terms that are presented to NPO in connection with such use. NPO acknowledges and agrees that GoFundMe maintains no control over and disclaims any liability arising out of or from Third Party Products.

3.3 Affiliates. NPO’s Affiliates may order GoFundMe Pro Offerings from GoFundMe by agreeing to applicable Order Terms, either by signing up with separate GoFundMe Pro accounts or by entering into separate order forms. In the event that an NPO Affiliate enters into Order Terms with GoFundMe, reference in this Agreement to “NPO” will mean the entity that accepts the applicable Order Terms.

3.4 Scope. NPO agrees for and authorizes GoFundMe to act as its agent for facilitating donations and providing written charitable acknowledgments to donors. GoFundMe is not a bank, payment processor, broker, charity, or financial advisor. NPO acknowledges and agrees that GoFundMe does not solicit donations, the existence of the GoFundMe Pro Offerings is not

a solicitation of donations, and GoFundMe does not engage in solicitation activities for itself or others through the GoFundMe Pro Offerings. GoFundMe does not act in, or intend to act in, any capacity that requires registration, licensure, or compliance as a Professional Fundraiser, Commercial Fundraiser, or Professional Fundraising Counsel in any US state, as such terms are defined under applicable laws. All information provided through the GoFundMe Pro Offerings is for NPO's general knowledge and isn't meant to be professional advice. NPO acknowledges and agrees that if it needs specific advice, especially regarding financial, legal, or tax issues, NPO should consult with a professional. GoFundMe does not control or endorse any NPO, Fundraiser, or cause, and GoFundMe can't guarantee the success of a Fundraiser.

4. Financial Terms

4.1 Scope. This entire Section does not apply to On-Platform Fundraisers.

4.2 Fees; Payment Terms; Currency. Fees, payment terms, and currency are specified in the applicable Order Terms. Unless otherwise specified in the Order Terms, all amounts owed by NPO that are not directly collected by GoFundMe are due from NPO within 30 days from the date of the applicable invoice. Any applicable transaction or other fees related to payment processing for donations to Fundraisers may be automatically deducted from NPO's account and remitted directly to GoFundMe. Subject to GoFundMe's reasonable discretion, past due fees may accrue interest at the lesser of 1% of the outstanding balance per month or the maximum amount permitted by applicable law. In the event of any nonpayment or delay in paying a fee, NPO agrees to reimburse GoFundMe for any reasonable fees and expenses incurred in its collection efforts. Payment of fees is under no circumstances subject to or conditioned upon the delivery of future GoFundMe Pro Offerings or functionality outside of what is indicated in applicable Order Terms. Except as otherwise provided in superseding Order Terms, GoFundMe may modify the fees once per calendar year upon 30 days' notice, provided that any such increase will not exceed 10% over the then-current fees.

4.3 Other Payment Terms. To the extent any purchase of GoFundMe Pro Offerings by NPO from GoFundMe is made outside of the U.S., each such purchase may be subject to foreign exchange fees or differences in prices based on location (e.g., exchange rates). If NPO purchases a subscription under applicable Order Terms, NPO's payment method on file with GoFundMe may automatically be charged at the start of each subscription period for the fees and taxes applicable to that period.

5. Limited Rights and Ownership

5.1 Limited License. GoFundMe hereby grants to NPO a limited, nonexclusive, nontransferable, non-sublicensable license during the term of the applicable Order Terms (a) to use the GoFundMe Pro Platform for the purposes of offering, promoting, managing, tracking, and collecting donations in connection with NPO's Fundraiser(s) solely in accordance with this Agreement; and (b) to display, reproduce, distribute, and transmit in digital form GoFundMe's name and logo solely for the purposes set forth in this entire Section. NPO hereby grants to GoFundMe a sublicensable license to use information provided by NPO relating to NPO's organization and Fundraisers, which may include content regarding the Fundraisers and NPO's name, trademarks, service marks, and logo, in connection with GoFundMe's provision of services or the promotion of NPO and its Fundraisers, including on GoFundMe's websites and applications and other websites and services with which GoFundMe may partner. NPO represents and warrants that it has all necessary rights, licenses, and permissions to grant the foregoing license to GoFundMe, including with respect to any third-party content included in such materials.

5.2 Restrictions. NPO will not itself, or through any Affiliate, employee, consultant, contractor, agent, or other third party, (a) sell, resell, distribute, host, lease, rent, license, sublicense, or make available to third parties on a service-bureau or other similar basis, in whole or in part, the GoFundMe Pro Platform; (b) reverse engineer or decompile, decrypt, disassemble, or otherwise reduce any of the GoFundMe Pro Offerings, in whole or in part, to human-readable form; (c) allow access to, provide, divulge, or make available the GoFundMe Pro Platform to any user other than those who are licensed to have such access; (d) write or develop any derivative works based upon the GoFundMe Pro Offerings; (e) modify, adapt, translate, or otherwise make any changes to the GoFundMe Pro Offerings or any part thereof; (f) disclose to any third party or publish, without GoFundMe's prior written consent, performance or capacity statistics, or the results of any benchmark test performed on the GoFundMe Pro Offerings; (g) without GoFundMe's prior written consent, perform or disclose or cause to be performed or disclosed any information related to any security penetration or similar tests; (h) remove from any GoFundMe Pro Offerings identification, patent, copyright, trademark, or other notices; (i) contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or Intellectual Property rights, title, or interests of GoFundMe in and to any GoFundMe Pro Offerings; (j) use the GoFundMe Pro Offerings or conduct fundraising activities in connection with the GoFundMe Pro Offerings for any purpose other than authorized and legal purposes, consistent with all applicable laws, regulations, and industry standards, and the rights of others; or (k) take any steps to avoid or defeat the purpose of security measures associated with the GoFundMe Pro Offerings, such as sharing of login and password information, or attempt to circumvent any use restrictions.

5.3 Reservation of Rights. All rights not expressly granted in this Agreement are reserved by GoFundMe and its licensors. NPO acknowledges that (a) the GoFundMe Pro Platform is

licensed and not sold; (b) NPO acquires only the right to use the GoFundMe Pro Offerings in accordance with this Agreement and for the time periods agreed between NPO and GoFundMe, and GoFundMe and/or its licensors will retain sole and exclusive ownership of all rights, title, and interests in the GoFundMe Pro Offerings, including the following: (i) all Intellectual Property embodied or associated with the GoFundMe Pro Offerings, (ii) all deliverables and work product associated with the GoFundMe Pro Offerings, (iii) all copies and derivative works thereof, and (iv) all models, algorithms, insights, outputs, or other information derived from or incorporating Usage Data, including those used for fundraising and engagement optimization and donor targeting; and (c) the GoFundMe Pro Offerings, including the source and object codes, logic, and structure, contain and constitute valuable trade secrets of GoFundMe and its licensors.

5.4 The GoFundMe Pro Platform's functionality is subject to changes from time to time at GoFundMe's sole discretion; provided that GoFundMe will not materially diminish the performance of the GoFundMe Pro Platform during the term of the applicable Order Terms.

6. NPO Responsibilities

6.1 NPO will (a) not use the GoFundMe Pro Platform to transmit, publish, or distribute any material, products, services, or information (i) for which NPO does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party; (ii) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the GoFundMe Pro Platform; (iii) that is inaccurate or misleading; (iv) that is or that may reasonably be perceived as being harmful, threatening, discriminatory, offensive, obscene, or otherwise objectionable; or (v) that includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers, or other information which a reasonable person would consider private in nature; (b) not attempt to gain access to any systems or networks that connect to the GoFundMe Pro Platform except for the express purpose of using the GoFundMe Pro Platform in accordance with this Agreement; (c) not interfere with or disrupt the integrity, security, or performance of the GoFundMe Pro Platform (e.g., by bypassing security measures or unreasonably overloading the GoFundMe Pro Platform's servers); (d) not use the GoFundMe Pro Platform in violation of any applicable laws, including without limitation the CAN-SPAM Act, the California Consumer Protection Act, Canadian Anti-Spam Legislation, or any other applicable laws pertaining to online tracking (e.g., via cookies), unsolicited email, text messaging, or other electronic communications; (e) not use bots, software, or any other automated process to track, monitor, or gather information on any party visiting or using the GoFundMe Pro Platform, unless otherwise agreed in writing by GoFundMe; (f) not target or knowingly collect information from children under the age of 18; (g) not upload email lists or

contacts to the GoFundMe Pro Platform that have been scraped from the Internet or purchased or rented from a third party, or contact individuals whose information has been collected in such manners through the GoFundMe Pro Platform; (h) not accept any donations that NPO knows or suspects to be erroneous, suspicious, or fraudulent; or (i) not share information about NPO's use of the GoFundMe Pro Platform or GoFundMe Pro Services with persons or entities that may operate or be affiliated with businesses that compete with GoFundMe or grant access to NPO's account to such competitors. In connection with NPO's Fundraisers, NPO will not offer anything of material value (except for token gifts as defined under applicable laws) to donors in exchange for donations. For clarity, the foregoing does not include Auction Items.

6.2 NPO will not use the GoFundMe Pro Offerings to raise funds, establish any Fundraiser, or post any content for the purposes of promoting or involving the items specified in the subsections of Section 8 of the GoFundMe Terms of Service ("GoFundMe TOS"). NPO will fully and immediately cooperate with GoFundMe in connection with the investigation, modification, or removal of any such Fundraiser or content. For the purposes of this subsection of this Agreement, "Services" and "User Content" of the GoFundMe TOS mean the GoFundMe Pro Offerings and NPO Content, respectively.

6.3 NPO acknowledges and agrees that from time to time, users other than NPO and its employees, contractors, agents, and other authorized representatives may create fundraisers on behalf of NPO that are published on GoFundMe's websites or applications (e.g., peer-to-peer fundraisers) ("Unaffiliated Fundraisers"). NPO agrees that GoFundMe and its End Users may use NPO's name in connection with fundraisers on GoFundMe's websites and applications, including in connection with any Unaffiliated Fundraisers. NPO may revoke such consent for use of NPO's name in connection with Unaffiliated Fundraisers at any time by contacting GoFundMe at legal@gofundme.com and requesting removal of such Unaffiliated Fundraiser. GoFundMe reserves the right to monitor Unaffiliated Fundraisers for their compliance with the GoFundMe TOS and to immediately suspend or remove any Unaffiliated Fundraisers or their content that GoFundMe determines in its sole discretion to be in violation of its policies.

6.4 NPO represents and warrants that it is either (a) a bona fide nonprofit organization properly organized under the laws of the appropriate jurisdiction and in good standing in the applicable jurisdiction(s) or (b) contracted with a bona fide 501(c)3 fiscal sponsor in good standing in the applicable jurisdiction(s) such that End User contributions to a Fundraiser are eligible for tax deductibility. GoFundMe may immediately suspend its performance hereunder or terminate this Agreement in the event NPO or its fiscal sponsor, as applicable, loses its good standing in the applicable jurisdiction(s).

6.5 If NPO is entering into this Agreement and using the GoFundMe Pro Offerings on behalf of or for the benefit of a third party (e.g., a third party that will receive funds generated through a Fundraiser in the case that NPO is a fiscal sponsor or using the GoFundMe Pro Offerings on behalf of an Affiliate) (such third party, “Third Party Recipient”), then NPO represents and warrants that it has all sufficient and necessary rights and permissions to do so. If the identity of the Third Party Recipient is specified in Order Terms, NPO will only use the GoFundMe Pro Offerings on behalf of or for the benefit of the identified Third Party Recipient and not for any other entity or individual. If the identity of the Third Party Recipient is not specified in Order Terms, NPO will notify GoFundMe in writing of the identity of the Third Party Recipient and will provide GoFundMe with any information with respect thereto that GoFundMe reasonably requests. NPO agrees to cause each Third Party Recipient to agree to and comply with provisions that provide GoFundMe with the same rights as those set forth in this Agreement. NPO agrees that GoFundMe may remit amounts directly to the Third Party Recipient identified by NPO. NPO further agrees to be responsible and liable for (a) all payment obligations hereunder and (b) any such Third Party Recipient’s compliance with the terms and conditions of this Agreement.

6.6 As between NPO and GoFundMe, NPO is solely responsible for all content, information, and other materials made available by NPO in connection with NPO’s Fundraisers (“NPO Content”). NPO Content includes questions and other requests for information that NPO may present to End Users as part of NPO’s Fundraisers. NPO is solely responsible for such content and the information collected by NPO, including in connection with NPO’s obligation to comply with applicable laws. NPO Content also includes auction items in any Fundraiser auction event (“Auction Items”). To the extent Auction Items are made available through a Fundraiser, NPO represents and warrants that (a) it has all necessary rights to make the Auction Items available as part of the applicable Fundraiser; (b) the Auction Items are accurately described; (c) it will distribute or make available such Auction Items in compliance with the terms and conditions that it presents to End Users; and (d) as between GoFundMe and NPO, NPO accepts all responsibility and liability with respect to such Auction Items, and GoFundMe will bear no responsibility or liability with respect thereto.

6.7 From time to time, GoFundMe may make available its application programming interface(s) (“API”) for NPO’s access and use. NPO will only access the API by the means provided by GoFundMe, including those described in Documentation. If GoFundMe provides or assigns credentials for such access, NPO will use only such credentials for access. GoFundMe may set reasonable limits on the number and frequency of API requests permissible by NPO in GoFundMe’s sole discretion. NPO will conform to and will not attempt to circumvent such limitations. If NPO allows access to the API by any of NPO’s contractors, agents, or other third parties, NPO will be solely responsible for all acts and omissions of such third parties. For the avoidance of doubt, the API is part of the GoFundMe Pro Platform.

7. Additional Terms for On-Platform Fundraisers

7.1 Adding or Claiming NPO Pages. The GoFundMe Pro Offerings may include public-facing pages providing information about NPO on the gofundme.com website (“NPO Pages”) and an authorized representative from NPO will have the right to claim these pages and manage their presence on GoFundMe’s websites and applications. If NPO solicits donations from donors in California, it must maintain Good Standing status in California as defined under Cal. Gov’t Code § 12599.9(a)(3). Failure to maintain Good Standing status may impact NPO’s ability to receive donations from California. By claiming an NPO Page, NPO thereby provides consent and agrees that, pursuant to California Government Code Section 12599.9(f)(1), users of GoFundMe’s services may fundraise for NPOs through On-Platform Fundraisers. NPO may revoke such consent at any time by contacting GoFundMe via our [Help Center](#). For clarity, NPO will comply with all applicable laws, including any other similar state laws. In cases other than when GoFundMe uses PayPal Giving Fund to process donations to NPO, NPO further authorizes GoFundMe to act as its agent to facilitate donations to it, and provide written charitable acknowledgement to donors on NPO’s behalf.

7.2 Removing NPO Pages. NPO may request to remove its NPO Page from GoFundMe’s services by contacting GoFundMe via our [Help Center](#) and providing the following information: the requestor’s name and job title and NPO’s email and phone number. GoFundMe will review such requests and action as soon as reasonably possible.

7.3 Receiving Funds. When NPO gets donations, the total amount NPO actually receives will be reduced by the amount of processing fees charged by GoFundMe or its payment processors for processing such donations, subject to the applicable payment processor’s procedures and terms. For clarity, GoFundMe is not processing NPO’s payments or holding onto NPO’s funds.

7.4 Payment Processors for NPOs. GoFundMe has partnered with PayPal and, in limited circumstances, Adyen or Stripe, to process donations to NPOs for On-Platform Fundraisers. Although exceptions may be made, NPOs in the United States, United Kingdom, Ireland, Canada, and Australia will be defaulted to using the PayPal Giving Fund to process donations made through GoFundMe’s services. The manner in which transactions are processed is explained below. NPOs in other countries will be defaulted to using Adyen or Stripe.

7.5 PayPal Giving Fund. In the United States, donations to support NPOs will be made to PayPal Giving Fund, a grant-giving IRS-registered 501(c)(3) public charity. PayPal Giving Fund receives donations from users of GoFundMe’s services as the NPO of record and then, in accordance with its policies, grants donated funds to the NPO selected by the Fundraiser organizer and identified in the applicable Fundraiser. While PayPal Giving Fund takes multiple steps to attempt to grant donated funds according to the donor’s identified preference, PayPal Giving

Fund retains exclusive control over all donations. If an NPO fails to meet the terms of [PayPal Giving Fund's Nonprofit Certification Policy](#) and/or fails to meet PayPal Giving Fund's due diligence standards for receipt of a grant of donated funds at any time, PayPal Giving Fund may reassign the funds in accordance with its [Donation Delivery Policy](#). PayPal Giving Fund will issue tax receipts for such donations. Donations made to PayPal Giving Fund are governed by PayPal Giving Fund's [Privacy Policy](#) and [Donor Terms of Service](#). PayPal Giving Fund's entities outside the United States are also registered NPOs in their countries. For example, if Fundraiser organizer in the United Kingdom starts a Fundraiser for an NPO in the United Kingdom, then PayPal will act as the payment processor with PayPal Giving Fund UK receiving the donations. Thereafter, PayPal Giving Fund UK will grant funds to the NPO identified in the applicable Fundraiser in accordance with its policies, and it will issue a tax receipt for all donations received through it.

7.6 Refunds via PayPal or PayPal Giving Fund. If a donor to an On-Platform Fundraiser gets a refund of the donation and if the PayPal Giving Fund has already transferred the donation to NPO, the refunded amount will be deducted from any future payments to NPO. If necessary, an invoice may be issued to NPO regarding the refunded amount. NPO agrees to pay back the full amount of any refunded donation to GoFundMe, PayPal, or the PayPal Giving Fund. PayPal or the PayPal Giving Fund might also elect to reduce a future donation amount instead of asking NPO to return the money.

7.7 To the extent of any conflict between this Section and anything to the contrary elsewhere in this Agreement, this Section will control.

8. Data Use, Privacy, and Security

8.1 Information from End Users. End Users and other individuals may use the GoFundMe Pro Platform to provide information to each of GoFundMe and NPO, including without limitation Personal Data submitted to or through the GoFundMe Pro Platform in connection with End User donations (collectively, "Participant Information"). GoFundMe will be considered an "Independent Controller" or "Business" for any Participant Information collected by it from the NPO websites as such terms are defined by applicable laws, regulations, and other legal or self-regulatory requirements in any jurisdiction relating to privacy, data protection, data security, breach notification, or the Processing of Personal Data ("Data Protection Laws"). Each party will (a) maintain administrative, physical, and technical safeguards for the protection of Participant Information as required by applicable laws, regulations, and other legal or self-regulatory requirements in any jurisdiction relating to privacy, data protection, data security, breach notification, or the Processing of Personal Data ("Data Protection Laws"); (b) otherwise comply with all Data Protection Laws, including, without limitation, the CAN-SPAM Act and Canadian Anti-Spam Legislation related to opt-out mechanisms in email communications, and

Data Protection Laws related to the use of credit card data (e.g., using credit card information only for purposes authorized by the cardholder); (c) comply with applicable credit card network rules and Payment Card Industry Data Security Standards; and (d) Process Personal Data strictly in compliance with each party's respective governing privacy policy. In addition, NPO will only use Participant Information solely for the purposes of fundraising or otherwise conducting NPO's Fundraisers, or compliance with NPO's legal obligations. Any Participant Information shared with the NPO will be used solely for these purposes and only to the extent permitted by any stated consent preferences provided therein. As used herein, "Processing" means any operation or set of operations performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, creation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, or erasure or destruction. As used herein, "Personal Data" means "personal data," "personal information," "personally identifiable information," and similar terms, and such terms shall have the same meanings as defined by applicable Data Protection Laws.

8.2 Information from NPO to GoFundMe.

8.2.1 Prohibitions. GoFundMe does not require for its provision of the GoFundMe Pro Offerings, and NPO will not make available to GoFundMe through NPO's Fundraisers or otherwise, any protected health information, as that term or similar terms may be defined under applicable laws, or other health-related information of End Users.

8.2.2 Third-Party Data Terms. This subsection applies to the extent NPO "shares" or "sells" "personal information" to GoFundMe, as such terms are defined under the any applicable Data Protection Laws, including the California Consumer Privacy Act and its associated regulations, as may be amended from time to time ("CCPA" and such data, "CCPA Data"). NPO may make CCPA Data available to GoFundMe to enable GoFundMe to process the CCPA Data solely for the following business purposes: (a) to provide, support, and improve the GoFundMe Pro Offerings and other services provided by GoFundMe and its Affiliates; (b) to carry out other reasonable business or legal purposes, such as to enforce this Agreement or prevent fraud; and (c) as required by applicable law. Each party will comply with all applicable provisions of the CCPA in connection with its processing of CCPA Data. NPO may take reasonable and appropriate steps to ensure that GoFundMe uses CCPA Data in a manner consistent with the obligations of a "business" under the CCPA. NPO may, upon notice, take reasonable and appropriate steps to stop and remediate the unauthorized use of CCPA Data made available to GoFundMe. In the event GoFundMe determines it can no longer satisfy its obligations under this subsection with respect to CCPA Data, GoFundMe will notify NPO of such determination without undue delay. NPO represents and warrants that it will not "sell," "share," or otherwise

disclose to GoFundMe “personal information” about any consumers who have communicated to NPO their request to opt out of “sales,” “sharing,” or “targeted advertising.”

8.2.3 Except for CCPA Data, which shall be subject to the subsection above, NPO represents and warrants that if NPO provides or otherwise makes available Personal Data to GoFundMe, GoFundMe may process that Personal Data (a) to provide, support, and improve any products or services provided by GoFundMe or its Affiliates; (b) to carry out other reasonable business or legal purposes, such as to enforce this Agreement or prevent fraud; (c) as required by applicable law; or (d) as otherwise permissible under the GoFundMe [privacy notice](#).

8.2.4 In addition, GoFundMe may collect publicly available information or information from its suppliers and licensors relating to NPO in connection with its provision of the GoFundMe Pro Offerings, including for the display of such information in On-Platform Fundraisers.

8.3 Notwithstanding anything to the contrary in this Agreement, GoFundMe may collect, use, and analyze general information and data arising out of or from NPO’s or End Users’ use of the GoFundMe Pro Offerings (“Usage Data”) for business purposes such as research, marketing, analysis, benchmarking, and other purposes reasonably required to develop, deliver, and provide ongoing innovation to the GoFundMe Pro Platform, GoFundMe Pro Services, and other services made available by GoFundMe or its Affiliates, provided that GoFundMe will not specifically identify NPO in the course of sharing or disclosing such Usage Data without NPO’s written approval. As between the parties, GoFundMe owns and reserves all right, title, and interest in and to the Usage Data, and any derivative works thereof including such information as may be combined with other data sources (e.g., aggregate benchmarking results of all NPOs’ use of the GoFundMe Pro Offerings).

8.4 NPO agrees not to use the GoFundMe Pro Platform or GoFundMe Pro Services to collect or elicit (a) any special categories of data (as defined in the European Union Data Protection Directive, as may be amended from time to time), including, but not limited to, data revealing or concerning racial or ethnic origin, political opinions, religious or other beliefs, trade-union membership, health or sexual life, or criminal convictions other than as expressly directed by GoFundMe, and in such event, only in pre-defined fields within the GoFundMe Pro Platform that are intended for that purpose; or (b) credit card information other than in pre-defined fields within the GoFundMe Pro Platform that are intended for that purpose.

8.5 NPO is solely responsible for the security of its login information and the use or misuse of such information, and for all activities that occur under its GoFundMe Pro Platform account. NPO will immediately disable a user’s access who is using the GoFundMe Pro Platform on its behalf or notify GoFundMe in writing if any such user is no longer authorized or is using such information without NPO’s consent.

8.6 In the event of any dispute between two or more parties as to account ownership, NPO agrees that GoFundMe will be the sole arbiter of such dispute in its sole discretion and that GoFundMe's decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties; provided, however, that in its determination, GoFundMe may rely on communications from NPO's general counsel or other similar officer specifying ownership.

8.7 Artificial Intelligence. In connection with GoFundMe's provision of the GoFundMe Pro Offerings, GoFundMe may make available AI-generated content, which is probabilistic and may contain errors, inaccuracies, or information that does not reflect GoFundMe's view. NPO acknowledges and agrees that such AI-generated content will not be relied upon for legal, financial, medical, or other professional advice. NPO is solely responsible for reviewing, editing, and ensuring the accuracy and appropriateness of all AI-generated content before incorporating it into a Fundraiser or otherwise sharing such content. NPO agrees that GoFundMe and its service providers may access, collect, and use publicly available information from NPO's website or other online sources to generate customized AI-created videos or other promotional materials related to NPO, which NPO will have the option to use and distribute through the GoFundMe Pro Offerings. NPO represents and warrants that it has the necessary rights to grant this permission.

9. Indemnification

9.1 GoFundMe will defend, indemnify, and hold harmless NPO from and against any third-party claims, demands, causes of action, or proceedings (whether threatened, asserted, or filed) ("Claims") against NPO to the extent that such Claim is based upon the GoFundMe Pro Platform directly infringing a U.S. patent, registered U.S. copyright, or registered U.S. trademark, provided that the GoFundMe Pro Platform is used in compliance with this Agreement by or on behalf of such NPO.

9.2 NPO will defend, indemnify, and hold harmless GoFundMe from and against any third-party Claims against GoFundMe to the extent that such Claim is based upon (i) injury or death to a person or damage to property resulting from participation in an event operated by NPO in connection with a Fundraiser; (ii) NPO's provision to GoFundMe or display of materials, products, or services on the GoFundMe Pro Platform that infringe on the intellectual property or other rights of any third party, provided that such materials, products, or services are used and displayed by GoFundMe in accordance with this Agreement; (iii) any modification by NPO of GoFundMe's standard forms, templates, modules, or other tools made available for NPO's publication of Fundraisers; (iv) use or unauthorized disclosure of personal data or information of End Users by NPO or other third parties to whom access is given to such personal data or information as provided hereunder; (v) NPO's breach of its obligations under Sections 5

(Limited Rights and Ownership), 6 (NPO Responsibilities), or 7 (Additional Terms for On-Platform Fundraisers) of this Agreement; (vi) Auction Items; or (vii) NPO's use of Third Party Products. GoFundMe has the right to conduct its own defense of any claims at its own discretion, and NPO will indemnify GoFundMe for the costs of its defense.

10. Disclaimers and Limitation of Liability

10.1 EXCEPT AS OTHERWISE SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NPO ACKNOWLEDGES AND AGREES THAT THE GOFUNDME PRO OFFERINGS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTIES, IF ANY, SET FORTH HEREIN ARE LIMITED TO THEIR EXPRESS TERMS AND ARE IN LIEU OF, AND GOFUNDME, ITS LICENSORS, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY (a) WARRANTY THAT THE GOFUNDME PRO OFFERINGS ARE ERROR-FREE OR BUG-FREE, ACCURATE, SECURE, OR RELIABLE; (b) WARRANTY THAT THE GOFUNDME PRO OFFERINGS WILL OPERATE WITHOUT INTERRUPTION; (c) WARRANTY THAT ALL ERRORS WILL BE CORRECTED OR THAT NPO'S USE OF THE GOFUNDME PRO OFFERINGS WILL COMPLY WITH ANY LAW, RULE, OR REGULATION; (d) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; (e) IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (f) WARRANTY THAT THE GOFUNDME PRO OFFERINGS WILL MEET NPO'S REQUIREMENTS. GOFUNDME DOES NOT GUARANTEE THAT ANY FUNDRAISER WILL RECEIVE A SPECIFIC AMOUNT OF DONATIONS OR ANY DONATIONS AT ALL. GOFUNDME DOES NOT ENDORSE ANY FUNDRAISER, USER, OR CAUSE, AND GOFUNDME MAKES NO GUARANTEES ABOUT THE ACCURACY OF INFORMATION PROVIDED THROUGH THE GOFUNDME PRO OFFERINGS. NPO AGREES THAT NEITHER GOFUNDME NOR ANY OF ITS AFFILIATES WILL BE LIABLE IN ANY WAY FOR ANY CONTENT OR MATERIALS OF ANY THIRD PARTIES. GOFUNDME EXPRESSLY DISCLAIMS ANY LIABILITY FOR THE OUTCOME OR SUCCESS OF ANY FUNDRAISER.

10.2 (a) TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, STATUTE, TORT, OR OTHERWISE), INCLUDING DAMAGES FOR NEGLIGENCE, LOST PROFITS OR REVENUE, LOST SAVINGS, COST OF REPLACEMENT SERVICES, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT IT HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. (b) EACH PARTY'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF SUBSCRIPTION FEES PAID OR PAYABLE BY NPO AS CONSIDERATION FOR THE SPECIFIC GOFUNDME PRO OFFERING UNDER THE APPLICABLE

ORDER TERMS GIVING RISE TO SUCH CLAIMS DURING THE 12 MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CAUSE OF ACTION AROSE, OR, IF GREATER, \$50,000.

10.3 THE LIMITATIONS OF LIABILITY SET FORTH IN THIS ENTIRE SECTION SHALL NOT APPLY TO LIABILITY OR DAMAGES ARISING OUT OF OR RELATING TO (a) NPO'S INDEMNIFICATION OBLIGATIONS; (b) GOFUNDME'S INDEMNIFICATION OBLIGATIONS RELATING TO THE INFRINGEMENT OF INTELLECTUAL PROPERTY AS EXPRESSLY SET FORTH IN THIS AGREEMENT; (c) NPO'S BREACH OF ITS OBLIGATIONS UNDER SECTIONS 5.2 OR 6.1 OF THIS AGREEMENT; OR (d) NPO'S PAYMENT OBLIGATIONS.

10.4 FOR THE PURPOSES OF THIS ENTIRE SECTION AND ANY INDEMNIFICATION PROTECTING GOFUNDME UNDER THIS AGREEMENT, REFERENCE TO GOFUNDME WILL ALSO INCLUDE ITS SUPPLIERS AND LICENSORS.

11. Term, Termination, and Suspension

11.1 Term. The term of this Agreement will begin on the Effective Date and end as specified in the applicable Order Terms. Unless otherwise specified in the applicable Order Terms, upon the expiration of the initial term and any renewal, the Order Terms will automatically renew for periods equal to the then-current term (each, a "Renewal Term"). Either party may give written notice to the other party to not renew the applicable Order Terms no less than 30 days prior to the expiration of the then-current term.

11.2 Termination. Without limiting any of the parties' rights to terminate this Agreement, including any or all Order Terms, specified in applicable Order Terms, either party may terminate this Agreement, including any or all Order Terms, immediately upon written notice (a) in the event that the other party commits a non-remediable material breach of this Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of Section 4 (Financial Terms) of this Agreement which will have a 10-day cure period; or (b) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against either party under any section or chapter of the U.S. Bankruptcy Code, as amended, or under any similar laws or statutes of the U.S. or any state thereof, if such proceedings have not been dismissed or discharged within 30 days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the U.S. Bankruptcy Code. Where a party has the right to terminate this Agreement, such party may at its discretion either terminate the entire Agreement or the applicable Order Terms. Order Terms that are not

terminated will continue in full force and effect under these Terms of Service. Termination for any reason, other than a termination by NPO in accordance with clause (a) of this subsection, will not excuse NPO's obligation to pay in full any and all amounts due, nor will termination by GoFundMe result in a refund of fees paid.

11.3 Suspension. GoFundMe may suspend its performance hereunder, including processing transactions and displaying Fundraisers, in the event it reasonably believes that NPO's use of the GoFundMe Pro Platform or GoFundMe Pro Services is not in compliance with applicable law or this Agreement, is fraudulent, has the potential to harm a third party, is or could be disruptive to GoFundMe's business or violates its policies, or is otherwise suspect. Any such suspension may include delaying disbursements or withholding funds.

11.4 Upon the termination of this Agreement for any reason, there may be fees associated with the migration or extraction of NPO's data, including any tokenized data, from GoFundMe's systems.

12. Confidentiality

12.1 Non-Use and Non-Disclosure. Each party will (a) treat as confidential all Confidential Information of the other party and use the same care to protect Confidential Information as it uses for its own similar information; (b) not disclose Confidential Information to any third party, except on a "need to know" basis to third parties that have signed a non-disclosure agreement containing provisions substantially as protective as the terms of this Section and such party so disclosing the Confidential Information to the third party is responsible and liable for that third party's compliance with the confidentiality obligations set forth herein; and (c) not use that Confidential Information except in connection with performing its obligations or exercising its rights under this Agreement or as otherwise permitted in this Agreement. Each party is permitted to disclose the other party's Confidential Information if required by law so long as the other party is given prompt written notice of that requirement before disclosure and reasonable assistance in obtaining an order protecting that information from public disclosure. To the extent that the receiving party must disclose Confidential Information pursuant to this Section, any such disclosure shall be limited to only that Confidential Information required to be disclosed to comply with the order of the relevant court or regulatory body. Upon either party's written request (via email to DPO@gofundme.com in the case of NPO's request), the other party will use reasonable efforts to delete the requesting party's Confidential Information in its possession.

12.2 Exceptions. Confidential Information will not include any information that (a) was publicly known and made generally available before the time of disclosure by the disclosing party; (b) becomes publicly known and made generally available after disclosure by the disclosing party

to the receiving party through no action or inaction of the receiving party; (c) is already in the lawful possession of the receiving party at the time of disclosure with no obligation to maintain its confidentiality; (d) is obtained by the receiving party from a third party without a breach of that third party's obligations of confidentiality with no obligation to maintain its confidentiality; (e) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information; or (f) is disclosed by the receiving party pursuant to the disclosing party's prior written approval.

13. Beta Products, Tests

13.1 From time to time, GoFundMe may make available, to some or all of its customers, new or modified GoFundMe Pro Offerings, or features or functionalities of existing GoFundMe Pro Offerings, which are designated as beta, pilot, lighthouse, limited or early release or access, developer preview, non-production, evaluation, or by a similar description ("Beta Products"), prior to their general release. Beta Products are intended for evaluation purposes only and not for production use (unless otherwise stated expressly by GoFundMe in writing), are not supported by GoFundMe, and may be subject to additional terms. Beta Products are not considered "GoFundMe Pro Offerings" under this Agreement for purposes of any representations, warranties, commitments, or agreements of GoFundMe; however, all restrictions and limitations applicable to NPO's use of GoFundMe Pro Offerings shall apply to Beta Products. GoFundMe may discontinue Beta Products at any time in its sole discretion and may never make them generally available. GoFundMe's provision of Beta Products is on an as is and as available basis without any warranties of any kind, express or implied. NPO expressly agrees that GoFundMe will have no liability for any harm or damage arising out NPO's use of a Beta Product.

13.2 From time to time, GoFundMe may conduct, and NPO acknowledges and agrees to, operating tests on the GoFundMe Pro Platform, including A/B tests or split tests, which may affect the layout, appearance or other functionalities of the GoFundMe Pro Platform. Any data or other information from such tests is considered Usage Data under this Agreement.

14. General Provisions

14.1 Feedback. Should NPO choose to submit Feedback to GoFundMe, NPO acknowledges and agrees that (a) the Feedback does not contain confidential or proprietary information; (b) GoFundMe is not under any obligation of confidentiality, express or implied, with respect to the Feedback; (c) GoFundMe shall be entitled to use or disclose (or choose not to use or disclose) such Feedback for any purpose, in any way, in any media worldwide; (d) GoFundMe may have something similar to the Feedback already under consideration or in development;

(e) NPO hereby grants to GoFundMe an irrevocable, transferable, worldwide, and perpetual license to use the Feedback for any purpose whatsoever, without any obligation of GoFundMe to NPO; and (f) NPO is not entitled to any compensation or reimbursement of any kind from GoFundMe under any circumstances related to Feedback.

14.2 Force Majeure. Neither party will incur any liability to the other party on account of any loss, claim, damage, or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement, if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without any negligence on the part of the party seeking protection under this Section, including but not limited to internet service provider or third party payment delays or failures, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire, or explosions. Any dates by which performance obligations are scheduled to be met will be extended for a time equal to the time lost due to the delay so caused.

14.3 Enforcement. NPO will (a) ensure that all users of GoFundMe Pro Offerings comply with the terms and conditions of this Agreement; (b) promptly notify GoFundMe of any actual or suspected violation thereof; and (c) cooperate with GoFundMe with respect to any investigation and enforcement of this Agreement.

14.4 Assignment. GoFundMe may assign this Agreement and any or all of its rights and obligations herein without NPO's approval. NPO may not assign or transfer this Agreement without the prior written consent of GoFundMe.

14.5 Export; Anti-Bribery. NPO acknowledges that the GoFundMe Pro Offerings are subject to Export Laws, and NPO hereby represents and covenants that (a) NPO is eligible to access the GoFundMe Pro Offerings under Export laws and all other applicable laws; and (b) NPO will import, export, re-export, transfer, or re-transfer the GoFundMe Pro Offerings to, or use or access the GoFundMe Pro Offerings in, any country or territory only in accordance with Export Laws and all other applicable laws. Furthermore, NPO hereby represents and covenants that it will comply with the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act of 2010, as amended, and the Convention on Combating Bribery of Foreign Public Officials and has not and will not make or receive, directly or indirectly, any payments, gifts, things of value, or offers or promises of payments, gifts, or things of value, in exchange for anything that may arise out of this Agreement in a manner that would violate these laws, rules, or any other applicable anti-corruption or anti-bribery laws or regulations.

14.6 Notices. Any notices required to be given under this Agreement will be in writing sent to the physical or email address on file with GoFundMe for NPO or, in the case of GoFundMe, to the address set forth in Section 2 (Definitions) of this Agreement to the attention of Legal

Department, with a copy to GFMLegal@gofundme.com. Physical notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or 3 days after deposited in the mail sent certified or registered or via another reputable carrier with tracking.

14.7 Relationship. This Agreement is not intended to create a partnership, franchise, joint venture, or agency, fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

14.8 Severability. If any part or provision of this Agreement is held to be unenforceable, illegal, or invalid by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable, illegal, or invalid provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable, illegal, or invalid provision, and this Agreement will be deemed amended accordingly.

14.9 Survival. The following provisions will survive any termination, cancellation, or expiration of this Agreement: Sections 2 (Definitions), 3 (Agreement Structure and Scope), 4 (Financial Terms), 9 (Indemnification), 10 (Disclaimers and Limitation of Liability), 12 (Confidentiality), and 14 (General Provisions), and such other provisions that should reasonably survive termination, cancellation, or expiration hereof.

14.10 Amendments; No Waiver. No amendment or waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party against which it is sought to be enforced.

14.11 Entire Agreement. This Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. All pre-printed terms of any NPO (a) purchase order, (b) business processing document, or (c) online terms will have no effect. There have been no material representations or statements by any person or party to this Agreement as an inducement for a party hereto to accept this Agreement other than what is expressly set forth in writing herein.

14.12 No Third Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns and does not confer any rights or benefits on any third party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to GoFundMe under this Agreement will apply equally to its licensors and suppliers, and the owner of the Third Party Products with respect to the Third Party Products, and such third parties are intended third party beneficiaries of this Agreement, with respect to the Third Party Products as applicable.

14.13 Governing Law. This Agreement will be governed by the laws of the State of Delaware, without giving effect to the conflict of law provisions thereof. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement.

14.14 Arbitration. NPO and GoFundMe agree that any dispute, controversy, or claim arising out of or relating to this Agreement, including its formation, interpretation, breach, termination, enforcement, or validity, will be resolved by binding arbitration, rather than in court, except that either party may elect to proceed in small claims court if such claims qualify. The Federal Arbitration Act and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would. Before NPO may begin an arbitration proceeding, NPO must send a letter notifying GoFundMe of NPO's intent to pursue arbitration and describing NPO's claim to GoFundMe's registered agent Corporation Service Company, 2710 Gateway Oaks Drive, Suite 150N Sacramento, CA 95833. The arbitration will be conducted by the American Arbitration Association (AAA) under its commercial rules, which are available at www.adr.org or by calling 1-800-778-7879. Payment of filing, administration, and arbitrator fees will be governed by the AAA commercial fee schedule. The parties agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, the parties waive any right to a jury trial. Notwithstanding the foregoing, either party may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

14.15 Order of Precedence. In the event of a conflict between Order Terms and these Terms of Service, these Terms of Service will control.

14.16 Interpretation. Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time. The headings and pronouns contained herein are for convenience and ease of reference only and will not affect the construction or interpretation of this Agreement. The word "including" in this Agreement means "including,

without limitation.” All references to days mean calendar days, unless specified as business days. This Agreement will not be construed in favor of or against a party based on the author of the document.

14.17 Counterparts. These Terms of Service, Order Terms, and any exhibits thereto may be executed in one or more counterparts, each of which will constitute an enforceable original of this Agreement, and the parties agree that electronic or digital signatures, as well as PDF-scanned copies of signatures, will be as effective and binding as original signatures.

14.18 Remedies Cumulative; Injunctive Relief. Except as specifically set forth in this Agreement, all rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties, or otherwise. Furthermore, in the event of a breach or threatened breach of the intellectual property obligations in this Agreement, the non-breaching party, in addition to any and all other rights (at law or in equity) which may be available, will have the right to seek injunctive relief and other appropriate equitable remedies to restrain any such breach or threatened breach, without the requirement of posting a bond.