

# GiveMN Terms of Use

By using the GiveMN service through our [givemn.razoo.com](http://givemn.razoo.com) website (the “Website”), you acknowledge that you have read and agree to be bound by the following Terms of Use (the “Terms”) and our Privacy Policy. Razoo LLC (aka Razoo) is a partner company that provides the online infrastructure to connect donors with non-profits and process donation payments. Nothing in these Terms may be construed to create or confer any rights on third- party beneficiaries. If you do not agree to any of the terms and conditions set forth herein, you may not use the GiveMN service or the Website.

## **Donation to Nonprofits**

GiveMN allows you to make online donations to any of the vast majority of charities that are recognized by the Internal Revenue Service (“IRS”), as tax-exempt organizations under section 501(c)(3) of the Internal Revenue Code. You acknowledge that your contribution is made to the Minnesota Community Foundation (“MCF”), Razoo’s nonprofit partner. Razoo will then distribute your donation to the nonprofit organization that you indicated. As required by the IRS, MCF has exclusive legal control over the donation. We understand that you would like your contribution to benefit your designated nonprofit(s) and MCF makes every reasonable effort to respect the wishes of its donors. However, to comply with federal tax laws, MCF must retain the authority, discretion and control to spend its funds as it sees fit. If you have any inquiries regarding your donation, please contact Razoo at 1-866-437-1952 or at [donations@razoo.com](mailto:donations@razoo.com).

All donations made through the GiveMN are final and non-refundable. Donations made through the GiveMN are disbursed on the 10th of the month following the month in which the donation was made.

When you make a donation to a nonprofit listed on the Website, you grant us permission to access your donation records at any time. We will make available to your selected nonprofit online reports identifying, where available, the name, address, email, and transaction accounting details of the donation. If you choose to make your donation anonymously, we will share only the donation amount with the nonprofit. We will, however, never share your personal information, donation activity, or email address with any third party without your prior written consent.

## **Eligibility and Registration**

If you choose to create an account with us and become a member, you will be asked to select a username and password. We will ask you to provide certain personal information, such as first name, last name, and email address, in creating your user profile. Once created, the user profile will be viewable by the general public. (You may, however, disable this option via your profile

settings.) You are responsible for all activities occurring under your username and for keeping your password secure.

We may refuse to grant you a username that (i) impersonates someone else, (ii) may be protected by trademark or proprietary rights law, or (iii) is vulgar, offensive or otherwise inappropriate, as determined by us in our sole discretion. Any attempt to access restricted areas without authorization is prohibited. If you become aware of any unauthorized use of your password or other security breach, notify us immediately.

We have access to all information you submit to the Website. If you create an account with us, we may send a monthly newsletter, system messages pertaining to account information, and other communications to your email. You may opt out of the monthly newsletter by adjusting the settings in your user account.

This site is intended solely for individuals 13 years of age or older. Any use or access of the site from users under 13 is strictly prohibited. We will terminate the membership of any such users and remove any content they may have contributed to the Website.

## **Term and Termination**

These Terms apply to your use of the GiveMN service and the Website at all times. We may terminate your membership at any time and for any reason. After your membership terminates, you may not use the GiveMN service. Our proprietary rights, disclaimer of warranties, indemnities, limitations of liability and miscellaneous provisions survive any termination of your membership.

## **Appropriate Conduct and Content**

We make the GiveMN service available for personal, noncommercial use and for registered 501(c)(3) organizations to raise support. No one may use the GiveMN service or the Website for any commercial purpose without our prior written consent. GiveMN does not support the selling of tickets or any other good or service. The donor of any online donation cannot receive, nor be promised to receive, any valuable goods or services as a result of such a donation.

You may not use the GiveMN service or the Website for any illegal or unauthorized purpose. While using the Website, you must comply with all applicable domestic and international laws, statutes, ordinances, and regulations. International users must comply with all local rules regarding online conduct and acceptable content, including laws regulating the export of data from the United States or your country of residence. You are solely responsible for your conduct and any data, text, information, photos, links, and other content (“Materials”) that you submit, post, and display on the Website.

The information, ideas, or opinions posted by the users of the Website do not necessarily reflect our views. We will seek to remove or edit, with or without notice to you, any Materials that we

deem to be unlawful, obscene, or in violation of these Terms. We may, but are not obligated to, remove any other Materials that we determine in our sole discretion are fraudulent, threatening, libelous, defamatory, or otherwise objectionable, or infringe or violate any party's intellectual property or other proprietary rights. Our failure to block or remove any Materials, however, is not a warranty, endorsement, representation, or guarantee regarding such Materials. You have sole responsibility for your Materials and the consequences of posting Materials to the Website.

While using the GiveMN service and the Website, you must avoid engaging in any conduct that:

- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, or contains explicit or graphic descriptions, or accounts of, sexual acts;
- encourages conduct that would constitute a criminal offense, or that gives rise to civil liability;
- violates or infringes the rights of others including, without limitation, patent, trademark, trade secret, copyright, publicity or other proprietary rights;
- victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- impersonates any person, business or entity, including GiveMN and its employees and agents;
- violates these Terms or any other policy posted on the Website; or
- interferes with the use of the Website by others.

## **Proprietary Rights**

The Website and its contents are protected by copyright as a collective work and/or compilation, in accordance with U.S. copyright laws, international conventions, and other copyright laws. The contents of the Website are only for your personal, noncommercial use. Except as expressly authorized by us, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any of our proprietary information, which includes the sum of all postings and photos on the Website. By submitting, posting, or displaying any Materials on or through the Website, you automatically grant us a worldwide, perpetual, nonexclusive, royalty-free license to use in any fashion such Materials. We retain all intellectual property rights in the software, tools, designs, documentation, data, and any other materials developed or provided by us on the Website, including without limitation the services and any data, text, pictures, sound, graphics, logos, markets, symbols, video, visual, oral, or other digital material and any other content of any description.

The name GiveMN, the website logo, tagline and domain are trademarks of GiveMN, and you may not use any of those marks without our prior written consent.

## **Links to Other Websites and Content**

We may include links to third-party websites. Some of these sites may contain materials that are objectionable, unlawful, or inaccurate. These links do not mean that we endorse these third-party sites or services. You acknowledge that we are not responsible or liable for any content or other materials on these third-party sites. Any dealings that you have with advertisers found on the Website are between you and the advertiser and you acknowledge that we are not liable for any loss or claim you may have against an advertiser.

## **Changes to the GiveMN Service or the Website; Disclaimer of Warranties; Assumption of Risk**

We may change, suspend or discontinue any aspect of the GiveMN service or the Website at any time, including the availability of any feature, database, or content. We may also impose limits on certain features and services or restrict your access to parts or all of the Website without notice or liability.

We disclaim any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or materials displayed on the Website. We also disclaim any and all responsibility and liability for the conduct of any member.

We provide the GiveMN service, the Website, and all materials, information (including, without limitation, any information or materials obtained or accessed through the GiveMN services), products and services included therein on an “as is” basis, with no warranties whatsoever. We expressly disclaim to the fullest extent permitted by law all express, implied, and statutory warranties, including without limitation the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. Some states do not allow the exclusion or limitation of implied warranties, so the preceding disclaimers and exclusions may not apply to you.

Your use of the GiveMN service is entirely at your own risk.

## **Hold Harmless and Indemnity**

You will hold harmless and indemnify us from and against any third-party claim arising from or in any way related to your use of the GiveMN service or the Website, including without limitation any liability or expense arising from any claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys’ fees, of every kind and nature.

## **Limitation of Liability**

Under no circumstances will we be liable to you for any indirect, incidental consequential, special, or exemplary damages arising out of or in connection with use of the GiveMN service or the Website, whether or not we have been advised of the possibility of such damages. Such

limitation of liability applies (i) whether the damages arise from use or misuse of and reliance on the GiveMN service, from inability to use the GiveMN service, or from the interruption, suspension, or termination of the GiveMN service (including such damages incurred by third parties), (ii) notwithstanding any failure of essential purpose of any limited remedy, and (iii) to the fullest extent permitted by law. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the preceding limitations and exclusions may not apply to you.

Additionally, under no circumstances will we be liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including without limitation Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, nonperformance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

## **Changes to the Terms of Service**

We reserve the right to modify or terminate the GiveMN service or the Website for any reason, and without notice, without liability to you or any third party. We also reserve the right to modify these Terms with concurrent notice on the Website. You are responsible for regularly reviewing these Terms of Service so that you will be apprised of any changes. Your continued use of the Website following any changes to these Terms is your agreement to the changes and you are bound by the then-current version of these Terms. If any changes to these Terms are unacceptable to you, you must cease use of the Website.

## **Notices**

GiveMN may provide you with notices regarding the GiveMN service, the Website, or these Terms by regular mail, email, or postings to the Website.

## **General Provisions**

These Terms constitute the entire agreement between you and GiveMN with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. You will not assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without our prior written consent. Any such purported assignment or delegation will be null and void and of no force or effect. Any waiver of any provision of these Terms by a party will be effective only if in writing and signed by a party.

These Terms are governed by and construed in accordance with the laws of the District of Columbia, without giving effect to its conflict-of-laws provisions. In any dispute regarding the GiveMN service, the Website, or these Terms, you will submit to the personal and exclusive jurisdiction of the courts located in Washington, D.C. You must commence any cause of action you may have with respect to your use of the GiveMN service or the Website within one year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.