

Terms of Use

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Welcome to FirstGiving, an online platform powered by FrontStream Holdings, LLC and its affiliates, including FirstGiving, Inc. (together, “**FrontStream**,” “**we**,” “**us**,” or “**our**”). These Terms of Use (these “**Terms**”) govern your access to and use of this website (the “**Site**”), which is designed to allow you to make donations to the Panorama Global Impact Fund, a donor-advised fund of Global Impact (the “**Fund**”), and to recommend that the Fund make contributions to qualified United States nonprofit organizations that have signed up for FrontStream’s online services (“**NPO(s)**”).

Please read these Terms before accessing or using the Site. By accessing or using the Site, you agree on behalf of yourself and any organization that you represent (together, “you”) that you have read and understand these Terms and our [Privacy Policy](#). If you do not accept these Terms and our [Privacy Policy](#) in their entirety, you may not use the Site.

ARBITRATION NOTICE: These Terms contain a binding arbitration provision. You agree that, except for certain types of disputes described in the arbitration provision below, all disputes between you and FrontStream will be resolved by mandatory binding arbitration and you waive any right to participate in a class action lawsuit or class-wide arbitration.

FrontStream may update these Terms from time to time, and the latest version will be posted on the Site. By accessing the Site after changes are posted, you agree to those changes. Accordingly, you should periodically review these Terms as they appear from time to time on the Site. Material changes will be conspicuously posted on the Site.

1. PRIVACY POLICY

We may collect certain information from your use of the Site as set forth in our [Privacy Policy](#), which is incorporated into these Terms by this reference. Your use of the Site constitutes your consent to the information collection, use, and sharing as set forth in our [Privacy Policy](#).

2. YOUR ACCOUNT

While you may make donations using the Site without signing up for an online account, you will be required to set up an online account to use certain features of the Site. To create an account you will be required to submit certain information and will be required to establish a username and password. You are responsible for maintaining the confidentiality of any information you use in connection with the Site, including your username and password. Keep your password in a secure place and do not allow any unauthorized persons access to your password. If you become aware of any unauthorized use of your account, your password or other security breach, notify FrontStream immediately. In connection with your access and use of the Site and that of any person authorized by you to access and use the Site, you are responsible for complying with all applicable laws, regulations and policies of all relevant jurisdictions, including all applicable local rules regarding online conduct. You warrant that all information you provide to us in connection with your access to and use of the Site is true, accurate, and complete to the best of your knowledge and belief.

3. DONATIONS; FEES

FrontStream facilitates real-time tax receipting, and distribution of donated funds by, among other things, partnering with Global Impact, a U.S. tax-exempt organization that is able to accept donations through the Site and apply them (less applicable fees as described below) in furtherance of Global Impact’s charitable and other tax-exempt purposes to qualified U.S. nonprofit organizations. Global Impact operates the Fund as a donor-advised fund in accordance with applicable U.S. tax laws. Donations made using the Site are irrevocable gifts made to the Fund and are subject to the full authority, discretion, and control of Global Impact. When you make a donation using the Site, you have the option to recommend that the Fund make a distribution to one or more NPOs in the amount of your donation, less applicable fees (a “**Donor Recommendation**”). Global Impact will generally follow Donor Recommendations, but has no obligation to do so. Section 4 addresses certain instances in which Global Impact may not follow Donor Recommendations. Global Impact, and not the recommended NPO, will issue you a contribution acknowledgment in accordance with applicable law, which acknowledgement may be provided through the Site.

Each time you make a donation using the Site, you represent and warrant to FrontStream and to Global Impact that each Donor Recommendation made by you in connection with such donation, if approved by Global Impact, (a) is not being used to satisfy any legally binding charitable pledge made by you; (b) does not provide you with more than an incidental benefit or any person related to you; and, (c) to your knowledge, will not be used for illegal purposes.

Donations made using the Site must be made by credit or debit card. Information about our collection and use of payment-related information is set forth in our [Privacy Policy](#). If the credit or debit card information that you submit is incorrect or invalid, your donation will not be processed. We have no responsibility or liability if your credit or debit card is declined by your financial institution. Donations are processed by our PCI-compliant third-party payment processor. Refunds, if available, are solely the responsibility of Global Impact and are at Global Impact's sole discretion.

All donations made via the Site will incur a fee of up to **7.5%** of all such amounts (inclusive of any banking, credit card processing, wire transfer, and similar fees remitted to third-party payment processors or similar providers), which fee is deducted from the amounts disbursed by Global Impact to the NPOs in accordance with the Donor Recommendations (the “**Fee**”).

If a Donor Recommendation is approved, Global Impact will generally make payments to the recommended NPOs no more frequently than weekly. This payment schedule is subject to change at any time at the sole discretion of FrontStream and Global Impact.

4. NPOS; UNRESOLVED FUNDS

The NPOs listed on the Site may change at any time without notice to you. You understand and agree that there are some instances when your Donor Recommendation will not be approved by Global Impact or when Global Impact is unable to deliver a contribution to the NPO you have recommended (“**Unresolved Funds**”). These instances include, but are not limited to, the following: (i) the recommended NPO has dissolved; (ii) the recommended NPO no longer qualifies as a tax-exempt public charity; (iii) the recommended NPO no longer qualifies under Global Impact's internal vetting process with respect to anti-terror, anti-money laundering, anti-bribery, OFAC “watch lists,” or other criteria as determined by Global Impact from time to time; or (iv) Global Impact is unable to make a contribution to the recommended NPO for any other reason (e.g., returned or uncashed checks). If Unresolved Funds cannot be delivered to the recommended NPO(s), Global Impact may redirect such funds to its general fund to be used for charitable purposes, or to any other qualified NPO.

5. THIRD-PARTY WEBSITES

The Site may provide links to or be linked to third-party websites not maintained or controlled by FrontStream. Such links are provided solely for your convenience. We do not review or endorse, and are not responsible for, any content, advertising, products, services or other materials on or available from such websites. You assume full responsibility for your use of third-party websites or services. You should read the terms of use and privacy policy for each website that you visit.

6. INTELLECTUAL PROPERTY RIGHTS

The Site, including its text, audio, video, graphics, charts, photographs, interfaces, icons, other content, software, computer code, data, trademarks, logos, slogans, documentation, other components, and the design, selection, and arrangement of content is exclusively the property of FrontStream or, as applicable, its suppliers and licensors, and is protected by copyright, trademark, and other intellectual property laws. Any unauthorized use of any trademarks, trade dress, or any other intellectual property belonging to FrontStream or any third party is strictly prohibited and may be prosecuted to the fullest extent of the law. No other use of the Site's content is permitted without the express prior permission of FrontStream, and, where applicable, the copyright holder. Inquiries and permission requests may be sent to support@firstgiving.com. The Site may contain references to third-party marks and copies of third-party copyrighted materials, which are the property of their respective owners. Without limiting the generality of the foregoing, the names FrontStream, FirstGiving.com, the FirstGiving logo, FrontStream and any other product and service names that are presented on the Site from time to time may not be used in connection with any product or service that is not FirstGiving's or FrontStream's, as applicable, nor in any manner that is likely to cause confusion, or in any way that may disparage or discredit FrontStream or FirstGiving. Other trademarks, service marks or logos that appear on the Site, in particular (but not exclusively) those of NPOs that have signed up for FrontStream services, are the property of their respective owners. Trademarks must not be used without the express written permission of the applicable trademark owner.

7. PROGRAM AND SERVICE AVAILABILITY

Any programs or services that may be mentioned on or made available through the Site are subject to availability and terms not described in these Terms may apply. FrontStream may change the programs and services mentioned on the Site at any time without notice.

8. NO WARRANTY

FRONTSTREAM PROVIDES THE SITE ON AN “AS IS,” “AS AVAILABLE” BASIS AND WITHOUT ANY WARRANTY OF ANY KIND. FRONTSTREAM MAKES COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT ALL MATERIAL, INFORMATION, AND DATA ON THE SITE IS ACCURATE AND RELIABLE, BUT ACCURACY CANNOT BE GUARANTEED. FRONTSTREAM DOES NOT GUARANTEE THE QUALITY, COMPLETENESS, TIMELINESS, OR AVAILABILITY OF THE SITE. FRONTSTREAM DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS IN THE SITE WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL CONDITIONS OR COMPONENTS. FRONTSTREAM IS NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL ERRORS ON THE SITE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FRONTSTREAM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SITE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ALL WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, AND ALL WARRANTIES REGARDING AVAILABILITY, QUALITY, ACCURACY, AND COMPATIBILITY WITH ANY STANDARDS OR USER REQUIREMENTS. FRONTSTREAM HAS NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY, OR FAILURE TO STORE ANY USER COMMUNICATION. FRONTSTREAM MAKES NO REPRESENTATION OR WARRANTY AS TO WHETHER ALL OR ANY PORTION OF YOUR DONATIONS ARE TAX DEDUCTIBLE. FRONTSTREAM WILL HAVE NO LIABILITY FOR ANY CLAIM BY ANY FEDERAL OR STATE TAX AUTHORITY WITH RESPECT TO THE CHARACTERIZATION BY YOU OR ANY USER ON EACH OF THE APPLICABLE FEDERAL AND STATE TAX RETURNS.

USE OF THE SITE IS AT YOUR SOLE RISK. YOU ALONE ARE RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER HARDWARE, SOFTWARE, SYSTEMS, AND NETWORKS, ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY INFORMATION FROM THE SITE, AND FOR ANY OTHER DAMAGE THAT MAY BE INCURRED. WE MAKE NO REPRESENTATION THAT THE SITE IS APPROPRIATE OR AVAILABLE FOR USE IN LOCATIONS OTHER THAN THE UNITED STATES. IF YOU CHOOSE TO ACCESS THE SITE FROM LOCATIONS OTHER THAN THE UNITED STATES, YOU DO SO AT YOUR OWN RISK AND YOU ARE RESPONSIBLE FOR COMPLYING WITH APPLICABLE LAWS AND REGULATIONS. NO ADVICE OR INFORMATION, ORAL OR WRITTEN, OBTAINED BY YOU FROM FRONTSTREAM OR IN ANY MANNER FROM THE SITE CREATES ANY WARRANTY.

9. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Global Impact, FrontStream, its affiliates, and its and their respective officers, directors, owners, employees, agents, contractors, representatives, licensors, information providers, and any other service or software providers (together, “**FrontStream Parties**”) from and against any and all third-party demands, claims, actions, proceedings, damages, liabilities, losses, fees, costs and expenses (including without limitation reasonable attorneys’ fees and the costs of any investigation) arising out of or in connection with (A) your breach of these Terms; (B) any negligence, gross negligence or willful misconduct by or on behalf of you or your employees or agents; or (D) your access to or use of the Site (including your donations) or your misuse of any material, data, or other information downloaded or otherwise obtained from the Site. FrontStream reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with FrontStream in the defense of such matter.

10. LIMITATIONS ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL FRONTSTREAM PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE, OR ANY OTHER LOSS OR DAMAGE OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH THE SITE OR YOUR ACCESS TO OR USE OF THE SITE (INCLUDING WITHOUT LIMITATION THE INPUT OF PERSONALLY IDENTIFIABLE AND OTHER INFORMATION INTO THE SITE), WHETHER THE CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, OR OTHERWISE, EVEN IF A FRONTSTREAM PARTY HAS EXPRESS KNOWLEDGE OF THE POSSIBILITY OF THE LOSS OR DAMAGE. YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP ACCESSING AND USING THE SITE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL FRONTSTREAM PARTIES' LIABILITY TO YOU EXCEED \$100, EVEN IF THIS REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

11. FORCE MAJEURE

Performance of any duty or obligation hereunder by either party shall be excused if prevented by acts of God, information providers or other service providers, public enemy, war, terrorism, any accident, explosion, fire, storm, earthquake, flood, strike, computer outage or virus, telecommunications failure or any other circumstance or event beyond a party's reasonable control.

12. TERM; TERMINATION

These Terms shall commence upon your initial use of the Site and continue until the earlier of (i) termination of your rights to use the Site by FrontStream or (ii) your ceasing to use the Site. FrontStream may, in its sole discretion and with or without cause, terminate your account (if applicable) or these Terms without notice or liability, including if you breach these Terms, if you act in an abusive manner, if you act in a manner inconsistent with local, state, or federal laws or regulations, or if it becomes no longer commercially viable to provide the Site to you. Upon any termination of these Terms or your account you must promptly cease accessing and using the Site.

13. RESTRICTIONS ON YOUR USE OF THE SITE; COMPLIANCE WITH LAWS

You agree to only access and use the Site as expressly authorized in these Terms. You shall be responsible for complying with all local, state, and federal laws and regulations that apply to your access or use of the Site. You may download and print one copy of the Site's visible content for your personal and noncommercial use, provided you do not modify or delete any copyright, trademark, or other proprietary notices. You will not: misrepresent your identity or your affiliation with any other person or organization; send junk email or spam to people who do not wish to receive mail from you; delete or falsify any attributions, trademarks or designations of source from any website content; conduct, display, promote or forward surveys, contests, raffles, lotteries, pyramid schemes or chain letters; or interfere with or disrupt the Site or services or networks connected to the Site. User activities that aim to render the Site or associated services inoperable or to make their use more difficult are forbidden.

You specifically agree not to:

- (i) reverse engineer, decompile, disassemble, or derive the source code of the Site;
- (ii) copy, publish, license, rent, modify, or create derivative works of the Site;
- (iii) use the Site to infringe the patent, copyright, trademark, trade secret, or other intellectual property rights of any third party or any third-party rights of publicity or privacy;
- (iv) use the Site to post, transmit, or propagate any virus, Trojan horses, worms, time bombs, cancelbots, malware, adware or other computer programming that may damage, interfere with, surreptitiously intercept, or expropriate any system or data;

- (v) use the Site in violation of any applicable law, statute, ordinance or regulation or for unlawful purposes;
- (vi) gain or attempt to gain unpermitted access by any means to any FrontStream computer system, network, or database;
- (vii) file copyright, trademark, patent, or other intellectual property applications that include the Site or any portion thereof;
- (viii) access, use, or copy any portion of the Site, including any of their content, through the use of indexing agents, spiders, scrapers, bots, web crawlers, or other automated devices or mechanisms, or harvest or collect email addresses or other contact information of other users of FrontStream's services by electronic or other means;
- (ix) use the Site in a manner that restricts or inhibits any other person from using or enjoying FrontStream's services or that may expose FrontStream or its customers to any harm or liability of any type;
- (x) engage in data mining or similar data gathering or extraction activities or retrieve data or other content from the Site for purposes of creating or compiling that content for any purpose other than your authorized use of the Site as permitted by these Terms; or
- (xi) provide inaccurate, incomplete, or out-of-date information via the Site, provide information via the Site to which you do not have sufficient rights or permissions to use or provide to FrontStream, or commit fraud or falsify information in connection with your use of the Site.

FrontStream reserves the right to investigate you and your use of the Site by engaging public and private organizations, including without limitation collection agents, private investigators, and applicable local, state, and federal agencies. FrontStream further reserves the right to take any action against you that FrontStream, in its sole discretion, deems appropriate, including without limitation by suspending access to the Site and terminating these Terms as described above, by reporting you to law enforcement authorities, or by taking other measures as may be permitted by law.

14. FEEDBACK

FrontStream welcomes comments regarding the Site. If you submit comments or feedback to us regarding the Site, they will not be considered or treated as confidential. We may use any comments and feedback that you send us in our discretion and without attribution or compensation to you.

15. ELECTRONIC COMMUNICATIONS

These Terms and any other documentation, agreements, notices, or communications between you and FrontStream may be provided to you electronically to the extent permissible by law. Please print or otherwise save a copy of all documentation, agreements, notices, and other communications for your reference.

16. CONTACT US

Please direct any questions and concerns regarding these Terms to us by email at support@firstgiving.com, by telephone at 1-800-687-8505, or by mail at 11480 Commerce Park Drive, Suite 300, Reston, VA 20191.

17. GOVERNING LAW

These Terms shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia applicable to agreements made and wholly performed therein. Venue is exclusively in the state or federal courts, as applicable, with jurisdiction over Reston, Virginia, with respect to any dispute arising under these Terms unless otherwise determined by FrontStream in its sole discretion. The parties expressly agree to the exclusive jurisdiction of such courts.

18. ARBITRATION AGREEMENT; CLASS WAIVER; WAIVER OF TRIAL BY JURY

Please read the following paragraphs carefully because they require you to arbitrate disputes with FrontStream and limit the manner in which you can seek relief from us.

Any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity of these Terms (together, “**Disputes**”) shall be resolved by binding arbitration on an individual basis as set forth in these Terms (this “**Arbitration Agreement**”). But, in the event of any actual, alleged, or threatened violation of confidentiality or violation of the FrontStream’s intellectual property or other proprietary rights, FrontStream may immediately resort to court proceedings in a court of competent jurisdiction in order to seek immediate injunctive relief without posting of a bond, proving damages, or meeting any similar requirement. Any institution of any action for injunctive relief will not constitute a waiver of the right or obligation of either party to submit any claim seeking relief other than injunctive relief to arbitration. This Arbitration Agreement applies to you; FrontStream; FrontStream’s affiliates; FrontStream’s and its affiliates’ respective directors, officers, employees, owners, agents, predecessors in interest, successors in interest, and assigns; authorized and unauthorized users or beneficiaries of the Site; and any third-party beneficiaries.

Arbitration proceedings will be administered by the American Arbitration Association (“**AAA**”) before an arbitrator chosen by agreement of the parties. If the parties fail to reach agreement on the arbitrator within 30 days after service of the demand for arbitration, the arbitrator will be chosen by the AAA. The decision of the arbitrator will be final and binding. Any final award or judgment may be filed and enforced in any court of competent jurisdiction. The parties will share equally in the costs assessed for the arbitration and each party will bear its own attorneys’ fees and costs. Any arbitration proceeding may not be consolidated or joined with any other proceeding and will not proceed as a class action. **The parties understand that they would have had a right or opportunity to litigate disputes through a court, to have a judge or jury decide their case, and to participate in a class action or other proceeding involving multiple claimants, but they have instead chosen to have all Disputes decided through individual arbitration.**

The place of arbitration will be Reston, Virginia, unless otherwise agreed to in writing by all parties to the arbitration. This Arbitration Agreement evidences a transaction involving interstate commerce and the Federal Arbitration Act, 9 U.S.C. Sections 1–16, will govern the interpretation, enforcement, and proceedings pursuant to this Arbitration Agreement. Any and all actions taken under this Arbitration Agreement, including all filings, orders, judgments, and awards made in any arbitration proceeding, are confidential and may not be disclosed to any third party. Arbitration proceedings must be initiated within one year after any Dispute arises; otherwise, the Dispute is permanently barred.

19. INTERPRETATION; GENERAL

These Terms, including our [Privacy Policy](#) and any terms or conditions incorporated by reference herein, are the entire agreement between you and FrontStream with respect to your access to and use of the Site. These Terms shall not be construed as creating or constituting a partnership, joint venture or agency relationship between the parties. We may assign our rights and delegate our duties under these Terms at any time to any party without notice to you. You may not assign, sublicense or otherwise transfer any right or obligation set forth herein without FrontStream’s prior written consent. Any purported assignment in violation of the preceding sentence is void and of no effect. These Terms are binding upon and will inure to the benefit of the parties’ respective successors and permitted assigns. Any provisions of these Terms that are intended to survive termination (including any provisions regarding indemnification, dispute resolution, or limitation of our liability) will continue in effect beyond any termination of these Terms or of your access to the Site. No failure of FrontStream to exercise or enforce any of its rights hereunder will act as a waiver of such rights. Any waiver of any provision of these Terms will be effective only if in writing and signed by FrontStream. If any provision of these Terms is held invalid, void, or unenforceable, that provision will be considered severable from the remaining provisions and the remaining provisions will remain in full force and effect. The headings in these Terms are for convenience only and do not affect the interpretation of these Terms. Except as may be otherwise expressly provided herein, all remedies provided for herein shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise. These Terms do not confer any rights, remedies, or benefits upon any person other than you, except that our affiliates are third-party beneficiaries of these Terms.