

Terms of use ("Agreement")

This Agreement sets forth the legally binding terms and conditions for your use of the website www.charidy.com and online services ('Services') owned, operated and maintained by Charidy Inc. By accessing our website and using the Services in any manner, including, but not limited to, visiting or browsing the Site or contributing content, information, or other materials to the Site (collectively, "Service"), you signify that you have read and agree to be bound by these terms of use ("Agreement").

Some services offered through our site may be subject to additional terms and conditions. Your use of those services is subject to those additional terms and conditions, which are incorporated into these Terms of Use by this reference. We reserve the right to amend this Agreement at any time and without notice.

Our Service

Charidy.com is an online platform which empowers nonprofit organizations ("**Nonprofits**") to increase their fundraising and their amount of donors. Through charidy.com, Nonprofits run campaigns to raise money for certain charitable projects or for their general organizational activities, by setting a funding goal to be reached within a certain timeframe, and by recruiting individuals, ("**Matchers**") or groups, that will guarantee to match the funds donated by the public ("**Givers**") up until the amount of the funding goal (reached collectively by the Matchers and Givers). The For **All or Nothing** campaigns, Matchers and Givers will pledge to donate only if the goal is met (collectively) within the timeframe of the campaign. Through our site, email, other websites and media, the Service makes various content, including, but not limited to, videos, images, text, comments and associated trademarks and copyrights (collectively, "**Content**") accessible to the public. Matchers, Givers and other users of the Service (collectively, "**Users**") may have the ability to contribute Content. Charidy provides a platform which facilitates gifts by Givers and Matchers, but is not responsible to ensure that Givers and/or Matchers actually pay their pledges.

Electronic Communications

When you use any service through charidy.com, or send emails, text messages, and other communications from any device to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you electronically in a variety of ways, such as by e-mail, text, in-app push notices, or by posting notices and messages on the charidy.com site. You agree that all agreements, notices, messages, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Acceptance of Terms and General Rules

As a condition of use, you agree not to use the Service for any purpose that is prohibited by the Terms of Use or law. You shall not take any action, or submit content, that:

Is not in compliance with all laws and regulations;

Damages, overburdens or impairs the Service, our networks or our systems;

Interferes with another's legal rights or use of the service;

Promotes terrorism, racial intolerance, abuse, libel, hate, property damage, or violence;

Collects information about others without their consent;

Contains software viruses or any other corrupt codes, files or programs that impair the use of any computer software or hardware or telecommunications equipment;

Attempts to interfere with or compromise the system's integrity or security;

Impersonates another person or misrepresents your affiliation with a person or entity; is misleading, fraudulent, hides or attempts to hide your identity.

Charidy Inc. has the right but not the obligation to monitor and edit or remove any activity or content on charidy.com. Charidy takes no responsibility and assumes no liability for any content posted by you or any third party.

Campaigns

Charidy is a platform where nonprofit organizations run campaigns to fund charitable causes by offering a matching system to motivate people to donate. By creating a fundraising campaign on Charidy, you as the nonprofit organization are offering the public the opportunity to enter into a contract with you. By pledging to donate to a fundraising campaign on Charidy, you as the Giver accept that offer and the contract between Giver and the nonprofit organization is formed. Charidy is not a party to that agreement between the Giver and the nonprofit organization. All dealings are solely between Users.

By pledging to donate or by creating a fundraising campaign on Charidy, you agree to be bound by this entire Agreement, including the following terms:

Givers agree to provide their payment information at the time they pledge to a fundraising Campaign. A hold will be placed at the time of the pledge, and if the campaign is successful, the payment will be collected at or after the campaign deadline.

Givers agree that their information can be used by the organization that runs the campaign or by Charidy.

Charidy's platform permits Clients to accept donations in cryptocurrency. Cryptocurrency payments are processed by Coinbase. Coinbase is a digital wallet that allows consumers to buy, sell, send, and receive cryptocurrency payments. By making payment in cryptocurrency, you are agreeing to Coinbase's terms of service. Charidy has no liability with respect to payments made using Coinbase or any other payment processor.

Donations paid with cryptocurrency cannot be combined with any other form of payment. Coinbase is solely responsible for payment processing, including fixing the U.S. dollar value of the cryptocurrency payment. All Bitcoin transactions are communicated in US Dollars (USD). The exchange rate is provided by Coinbase, at the time of purchase. This exchange rate is valid for up to 5 minutes. If the payment is not completed during this time, the Donor may be provided with a new exchange rate.

Givers consent to Charidy and its payment partners authorizing a hold or a charge on their payment card or other payment method (ACH) for the amount pledged at the time of the pledge and completion of the campaign.

Givers agree to have sufficient funds or credit available at the campaign deadline to ensure that the pledge will be collectible.

Charidy does not offer refunds. A nonprofit organization is not required to grant a Giver's request for a refund.

Due to chargebacks and the like, Charidy does not guarantee the receipt by the Nonprofits of the full amount of funds pledged minus fees.

Charidy and its payment partners will remove their fees before transmitting proceeds of a campaign.

Fees that our payments partners charge may vary. Currently, the charge is 2.9% + 30c a transaction for all credit cards. And .8% (up to and limited to \$5.00) for ACH transfers.

Due to chargebacks, refunds, credit card rejections, Donor requests for return of donations, and the like, Charidy does not guarantee Client's receipt of all amounts pledged by Donors. Client authorizes Charidy to deduct from the Holdback Amount any chargebacks, refunds, or credit card rejections and associated fees. If the Holdback Amount be insufficient to account for all chargebacks, credit card rejections, or refunds, or should a chargeback, credit card rejection or refund occur after Charidy has remitted the Campaign proceeds to Client, Client will fully indemnify Charidy for all losses to Charidy arising from such chargeback, credit card rejection or other refund request.

If the organization has balance in the subaccount with the payment partner after the campaign ends, then Charidy can take this amount from the payment partner in order to

send it directly to the Organization bank account, based on the organization request.

Charidy reserves the right to cancel a pledge at any time and for any reason.

Charidy reserves the right to reject or suspend a campaign at any time and for any reason. Charidy is not liable for any damages as a result of any of those actions. Charidy's policy is not to comment on the reasons for those actions.

For all campaigns, Charidy gives to the nonprofit of the specific campaign each Giver's name, email, mailing address and pledge amount.

Nonprofit Organizations should not take any action in reliance on having their Campaign posted on the Site or having any of the money pledged until they have the ability to withdraw and spend the money. There may be a delay between the end of a successful fundraising campaign and access to the funds. Typically up to one week.

Matchers agree to sign a pledge letter to be included as a matching donor. Pledge letter sample: charidy.com/pledgeletter

If you are a donor from Israel donating to a donation campaign in Israel, the cancellation of a transaction in accordance with the Consumer Protection Regulations (Cancellation of a Transaction), 2010-771 and the Consumer Protection Law, 1981-198, Israel.

Charidy is not liable for any damages or loss incurred related to any use of the Service. Charidy is under no obligation to become involved in disputes between any Users, or between Users and any third party arising in connection with the use of the Service. Charidy does not oversee the performance or punctuality of use of campaign funds for the purpose of the campaign. Charidy does not endorse any User Submissions. You release Charidy, its officers, employees, agents, and successors in rights from claims, damages, and demands of every kind, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and the Service.

Third-Party Resources

Charidy.com may contain links to other websites or resources on the internet. When you access third-party websites, you do so at your own risk. These other websites are not under Charidy's control. You acknowledge that Charidy is not liable for the functions or any other aspect of those other websites or resources. You agree that Charidy shall not be liable for any damage that may result from the use of a third-party resource or website.

Content and License

You acknowledge that the Service contains Content provided by the Company and its partners and Users and you acknowledge that the content may be protected by patents, copyrights, trademarks or other rights. You agree to abide by all copyright and other legal notices contained in any Content accessed through our Service.

Charidy grants each User a non-exclusive, limited, personal license to use the Service in accordance with this Agreement.

By using the Service, you grant Charidy a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub licensable, transferable right to use, reproduce, modify, publish, display, edit and distribute all User Submissions, including but not limited to trademarks and logos.

Privacy and Data Protection

The Service collects and processes information from Users, in accordance with our [Privacy Policy](#). By using the Service, you acknowledge the [Privacy Policy](#).

Nonprofits (or other fundraising organizations) may use the Service to upload lists with the contact information of potential Matchers. The Nonprofits can then use the Service to send emails about their fundraising campaigns to the potential Matchers on that list (the “Activity”). Each Nonprofit is considered the “data controller” for this Activity (if the GDPR applies to such information), or the “business” responsible for this Activity (if the California Consumer Privacy Act (CCPA) applies to such information). Charidy is merely the “processor”, or “service provider”, for this Activity, on behalf of the Nonprofit and as per its instructions. Within the scope of this particular Activity, the Data Addendum below applies between Charidy and the Nonprofit (or other fundraising organization).

Intellectual Property

Charidy grants to Client a limited, non-exclusive, worldwide, non-transferable license to use the charidy.com platform and associated intellectual property (collectively, “Charidy IP”) for the Campaign. Client agrees not to modify, alter, tamper with, repair, copy, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from any Charidy IP, or otherwise create any derivative works from any Charidy IP. Client acknowledges that Charidy and its licensors own all rights, title and interest to the Charidy IP. Client agrees to abide by all notices, information, or restrictions contained in or attached to any Charidy IP.

By Submitting **User Submissions** on the Site or otherwise through the Service, you

agree to the following terms:

You are publishing your User Submission, and you may be identified publicly by your name or User ID in association with your User Submission.

You further agree that your User Submissions will not contain third-party copyrighted material or material that is subject to other third-party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant Charidy the entire license rights granted herein.

You will pay all royalties and other amounts owed to any person or entity based on your Submitting User Submissions to the Service or the Company's publishing or hosting of the User Submissions as contemplated by these Terms of Use.

The use or other exploitation of User Submissions by the Company and Users as contemplated by this Agreement will not infringe or violate the rights of any third party, including without limitation any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.

The Company shall have the right to delete, edit, modify, reformat, excerpt, or translate any of your User Submissions.

All information publicly posted or privately transmitted through the Site is the sole responsibility of the person from which that content originated.

The Company will not be liable for any errors or omissions in any Content.

The Company cannot guarantee the identity of any other Users with whom you may interact while using the Service.

All Content you access through the Service is at your own risk and you will be solely responsible for any resulting damage or loss to any party.

Digital Millennium Copyright Act

If you believe that your work has been used on our Site or Service in any manner that infringes on your copyrights, please notify Charidy's copyright agent in writing. The notice should include the following information:

An electronic or physical signature of a person authorized to act on behalf of the owner of the copyright;

A description of the copyrighted work you claim has been infringed;

Identification of the material that is claimed to be infringing and where it is located on the Service;

Your name, address, telephone number and email address;

A statement by you that you have a good faith belief that the disputed use of the material at issue is not authorized by the copyright owner, the agent of the copyright owner or the law;

A statement by you that the information in this notification is accurate and a statement, under penalty of perjury, that you are the copyright owner of the material allegedly infringed or authorized to act on the copyright owner's behalf.

Claims of copyright infringement on the Site and our Service can be sent to:

Charidy Inc. at: 387 Crown St. Brooklyn, NY 11225

Email: support@charidy.com

Phone: 347.565.4943

In accordance with the Digital Millennium Copyright Act, Charidy has adopted a policy of, in appropriate circumstances, terminating User accounts that are repeat infringers of the intellectual property rights of others. Charidy also may terminate User accounts even based on a single infringement.

Suspension or Termination

Charidy may suspend or terminate your access to the site or Service, if you fail to comply with this Agreement. Charidy further reserves the right to terminate, without notice and in its sole discretion, your access to the Site or service for any reason.

Warranty Disclaimer

You acknowledge that you are using the service at your own risk. The site and the services are provided "as is," and is without warranty of any kind, express or implied, including, but not limited to, any warranties of, title, non - infringement, merchantability or fitness for a particular purpose, or any other warranty. Charidy does not guarantee that access to the site or the service will be uninterrupted or that there will be no failures, errors, loss or security breach of transmitted information, or that no viruses will be transmitted through access to or use of the site or Service. You release Charidy from all liability for any damages resulting from your access to or inability to access the site or its services.

Indemnification

You agree to defend, indemnify and hold harmless Charidy, its affiliates and its affiliates officers, directors, employees, contractors, agents, from and against any and all claims, damages, obligations, losses, liabilities, expenses including legal costs that may arise from or relate to your use of the Service or from your submissions, your negligence, breach of any of the terms of use.

Cancelling a Transaction

There is no option to cancel a transaction after the clearing date. In an event that there are typing errors, each situation will be dealt with accordingly.

Responsibility

The responsible party for the transfer of funds for the ongoing campaign, will be the registered organization, of which their details are listed on the campaign page.

Approved Transaction

After donating, the donor will receive a transaction receipt to the email address entered when donating. E-mail is received within one business day.

Limitation of Liability

To the maximum extent permitted by applicable law in no event will Charidy, or its directors, employees, agents, subcontractors, partners, or licensors, be liable under any legal or equitable theory for any lost profits, indirect, incidental, punitive, or consequential damages, cost procuring substitute products or services, or special, of any kind whatsoever, substitute goods, including, but not limited to any damages resulting from any bugs, viruses, trojan horses, or the like (regardless of the source of origination).

Charidy shall not be liable for any direct damages in excess of (in the aggregate) one hundred U.S. dollars (\$100.00). For states or countries that do not allow the exclusion or limitation of incidental or consequential damages, then the above limitations and exclusions may not apply. Any disputes involving Charidy and any Matcher, Giver or Nonprofit shall be resolved on a nonclass basis before a single arbitrator of the American Arbitration Association pursuant to its commercial rules.

In no event will Charidy, its affiliates, or their respective officers, directors, agents, or employees be liable to Client or any third party, including any donor, for any indirect,

incidental, special, and consequential damages or similar damages, including lost profits, goodwill, lost opportunities, and intangible losses, arising in connection with the Charidy.com platform, services, or Charidy IP. This limitation of liability applies regardless of the nature of any claim, whether based on warranty, contract, tort, or any other legal or equitable theory, and whether or not Charidy is advised of the possibility of such damages.

Miscellaneous

By signing up for Service and reading the notice provided of Charidy Privacy Policy and Terms of Use, you consent to receive all communications including but not limited to notices, agreements, disclosures, from Charidy electronically. Charidy may provide electronic Contract Notices by posting them on the Site.

General

General users to the platform that these terms of use shall be deemed solely based on the laws of the State of New York, and that the Service shall be deemed a passive one that does not give rise to personal jurisdiction over Charidy, in jurisdictions other than New York.

This Agreement and other referenced material shall constitute the entire agreement between you and Charidy concerning the Service. If any provision of the Agreement is found to be unenforceable or invalid, the invalidity of such a provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect and enforceable.

The Company shall not be liable for any failure to perform its obligations hereunder where the failure results from any cause beyond the Company's reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation. The Terms of Use are personal to you, and are not assignable, transferable, or sub licensable by you except with the Company's prior written consent. The Company may assign, transfer, or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of the Terms of Use and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under the Terms of Use, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under the Terms of Use will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

Notice

All notices under this Agreement shall be in writing, and shall be given personally, by certified or registered mail, by electronic mail (with confirmation of receipt) or by same day or overnight courier to the parties' respective addresses set forth on the first page of this Agreement. Either Party may from time to time change its address for receiving notices or other communications by providing notice to the other in the manner provided in this Section.

Data Addendum

1. Nonprofit commissions, authorizes and requests that Charidy provide the Nonprofit the Activity (as this term is defined in the Privacy and Data Protection section of the Terms of use) within the Service, which involves Processing Personal Data (as these capitalized terms are defined and used in EU Regulation 2016/679 General Data Protection Regulation (GDPR), or their comparable meanings under other privacy and data protection laws applicable to the Nonprofit (collectively, "Data Protection Laws"). Capitalized terms used herein but not defined shall have the meaning ascribed to them in Data Protection Laws.

2. This Addendum applies only to Charidy's Processing in connection with the Activity.

3. Charidy will Process the Personal Data only on Nonprofit's behalf and for as long as Nonprofit instructs Charidy to do so. Charidy and Nonprofit are each responsible for complying with the Data Protection Law applicable to them in their roles as GDPR Data Processor and GDPR Data Controller, respectively.

4. The Nonprofit must:

4.1. Obtain and maintain valid, any and all authorizations, permissions and informed consents, including those of individuals about whom the Activity may process Personal Data, as may be necessary under Data Protection Laws, in order to allow Charidy to lawfully collect, handle, retain, process and use the Personal Data for the Activity.

4.2. Substantiate the legal basis and legitimize pursuant to Data Protection Laws for the Personal Data shared with Charidy in connection with the Activity.

4.3. Have, properly publish and abide by an appropriate privacy policy that complies with all Data Protection Laws relating to Personal Data in connection with the Activity.

5. The nature and purposes of the Processing activities is described in the Privacy and Data Protection section of the Terms of use. The Personal Data Processed may include, without limitation, name, email address and message content.

6. The Data Subjects about whom Personal Data is Processed are potential Matchers.

7. Charidy will Process the Personal Data only on instructions from Nonprofit documented in this Addendum, the Agreement or otherwise provided in writing. The foregoing applies unless Charidy is otherwise required by law to which it is subject (and in such a case, Charidy shall inform Nonprofit of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest). Charidy shall immediately inform Nonprofit if, in Charidy's opinion, an instruction is in violation of Data Protection Laws.

8. Charidy will make available to Nonprofit all information in its disposal necessary to demonstrate compliance with the obligations under Data Protection Laws, and shall make them available to the Nonprofit upon request.

9. Charidy will follow Nonprofit's instructions to accommodate, and shall assist by appropriate means to ensure compliance with the provisions on, Data Subjects' rights in relation to their Personal Data, including accessing their data, correcting it, restricting its processing or deleting it. Charidy will pass on to Nonprofit requests that it receives (if any) from Data Subjects regarding their Personal Data Processed by Charidy.

10. Nonprofit authorizes Charidy to engage another subprocessor for carrying out specific Processing in connection with the Activity, provided that Charidy informs Nonprofit at least 30 business days in advance of any new or substitute subprocessor, in which case Nonprofit shall have the right to object, on reasoned grounds, to that new or replaced sub-processor. If Nonprofit so objects, Charidy may not engage that new or substitute sub-processor for the purpose of Processing Personal Data in the provision of the Activity. The Nonprofit hereby consents to Charidy using the following sub-processors in the Activity: Amazon Web Services, Inc.; ZenDesk, Inc.; Rocket Science Group LLC (MailChimp); Mailgun Technologies, Inc.; and Charidy Ltd.

11. Without limiting the foregoing, in any event where Charidy engages another sub-processor, Charidy will ensure that the same principles of data protection as set out in this Addendum are likewise imposed on that other sub-processor by way of a contract, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR. Where the other sub-processor fails to fulfil its data protection obligations, Charidy shall remain fully liable to Nonprofit for the performance of that other subprocessor's obligations.

12. Charidy and its other sub-processors will only Process the Personal Data in member states of the European Economic Area, or if outside the member states of the European Economic Area then under adequate safeguards as required under the GDPR governing cross-border data transfers (e.g., Model Clauses). Charidy must inform Nonprofit at least 30 business days in advance of any cross-border data transfer scenario different than the foregoing, in which case Nonprofit shall have the right to object, on reasoned grounds, to that envisioned cross-border data transfer. If Nonprofit so objects, Charidy may not engage in that envisioned cross border data transfer for the

purpose of Processing Personal Data in the provision of the Activity.

13. Charidy and the Nonprofit hereby subscribe to the standard contractual clauses for the transfer of personal data to processors established in third countries (“Controller to Processor EU Model Clauses”), pursuant to EU Commission Decision 2010/87/EU, which are incorporated hereto by reference. For the purpose of the Controller to Processor EU Model Clauses: Nonprofit shall be the data exporter; Charidy shall be the data importer, the parties’ contact information shall be as set out in the engagement between them; the Data Subjects, the categories of persona data and the nature of processing shall be as set out above; the processing operations include collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, dissemination or otherwise making available, alignment or combination, pseudonymization, erasure; Technical and organizational security measures implemented by the data importer are available upon request of the Nonprofit.

14. In the event that any of the foregoing mechanisms for cross border data transfers is invalidated by a regulatory authority under the GDPR or any decision of a competent authority under the GDPR, the parties shall discuss in good faith and agree such variations (such agreement not to be unreasonably withheld or delayed) to this Addendum as are required to enable a valid cross-border data transfers. In the event the parties are unable to agree on such variations, despite good faith efforts, either party may terminate the Terms of use by providing written notice to the other party, without cost or liability for such premature termination.

15. In Processing Personal Data, Charidy will implement appropriate technical and organizational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access.

16. Charidy will ensure that its staff authorized to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

17. Charidy shall allow for and contribute to audits, including carrying out inspections coordinated with Charidy and advance and conducted by Nonprofit or another auditor jointly mandated by Nonprofit and Charidy in order to establish Charidy’s compliance with this Addendum and the provisions of the GDPR as regards the Personal Data that Charidy processes on behalf of Nonprofit in connection with the Activity.

18. Charidy shall document any Personal Data Breach (as this term is defined and used in the GDPR). This documentation shall include all the facts relating to the Personal Data Breach, its effects and the remedial action taken. Charidy shall without undue delay, and in any event within 72 hours, notify Nonprofit through two different types of channels (e.g., email and telephone), of any Personal Data Breach that it becomes aware of regarding Personal Data of Data Subjects that Charidy Processes in connection with the Activity. Charidy will thoroughly investigate the Personal Data Breach, and take all available measures to mitigate the Personal Data Breach and

prevent its reoccurrence. Nonprofit and Charidy will cooperate in good-faith, on issuing any statements or notices regarding such Personal Data Breaches, to authorities and Data Subjects. The notification to Nonprofit referred to in this subsection shall include at least the following information:

18.1. A description of the nature of the Personal Data Breach including, where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;

18.2. The name and contact details of Charidy's contact point where more information can be obtained;

18.3. A description of the likely consequences of the Personal Data Breach; and

18.4. A description of the measures taken or proposed by the controller to address the Personal Data Breach, including measures to mitigate its possible adverse effects.

19. If it is not possible to provide the above information pursuant with the notification, Charidy shall provide this information as soon as it is available.

20. Charidy will assist Nonprofit with the eventual preparation of data privacy impact assessments and prior consultation as appropriate (and if needed).

21. Charidy will provide Nonprofit prompt notice of any request it receives from authorities to produce or disclose Personal Data it has Processed on Nonprofit's behalf, so that Nonprofit may contest or attempt to limit the scope of production or disclosure request.

22. Upon Nonprofit's request, Charidy will delete the Personal Data it has Processed on Nonprofit's behalf under this Addendum from its own and its sub-processor's systems, or, at Nonprofit's choice, return such Personal Data and delete existing copies, and upon Nonprofit's request, will furnish written confirmation that the Personal Data has been deleted or returned pursuant to this section.

23. The duration of Processing that Charidy performs on the Personal Data is for the period set out in the engagement between the parties. This Addendum shall prevail in the event of inconsistencies between it and the Terms of use or subsequent agreements entered into or purported to be entered into after the date of this Addendum – except where explicitly agreed otherwise in writing.

24. This Section 24 applies to the extent that the Customer is a Business subject to the California Consumer Privacy Act of 2018, and regulations implemented pursuant thereto ("CCPA"). Capitalized terms used in this Section 24 and not defined elsewhere in the Terms of use or this Addendum shall have the meaning ascribed to them under the CCPA.

24.1. The Parties acknowledge and agree that Charidy is a Service Provider.

24.2. Charidy is prohibited from retaining, using or disclosing the Activity's Personal Information for: (a) any purpose other than the purpose of properly performing, or for any commercial purpose other than as reasonably necessary to provide, the Activity or as otherwise permitted under 11 CCR §999.314(c); (b) Selling the Activity's Personal Information; and (c) retaining, using or disclosing the Activity's Personal Information outside of the direct business relationship between the parties, except as permitted under 11 CCR §999.314(c). Charidy certifies that it understands the restriction specified in this subsection and will comply with it.

24.3. If Charidy receives a request from a California Consumer of the Nonprofit, about his or her Personal Information, Charidy shall inform the Nonprofit thereof, shall not comply with the request itself unless instructed to in writing by the Nonprofit, and in the absence of Nonprofit's instructions to the contrary, shall inform the Consumer that the request cannot be acted upon because the request has been sent to a Service Provider.