Charidy Inc.

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, messaging-app messages and other communications from any device to us, you are communicating with us electronically. You consent to receive communications from us electronically. We may communicate with you electronically in a variety of ways, such as by e-mail, SMS or MMS text message; through messaging applications, including WhatsApp, Telegram, Viber or similar services (“Messaging Apps”); by in-app or browser push notification; 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 that 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 consent to Charidy and its payments 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 payments 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.

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

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

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 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 non-class basis before a single arbitrator of the American Arbitration Association pursuant to its commercial rules.

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 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.

Charidy Data Processing Addendum

This Data Processing Addendum ("**Addendum**") adds onto Charidy's Terms of Use (the "**Agreement**") between Charidy Inc. ("**Charidy**") and nonprofit organizations Charidy's Services ("**Nonprofit(s)**") to increase their fundraising and their amount of donors.

WHEREAS, Nonprofit has entered into an Agreement with Charidy;

WHEREAS, pursuant to the Agreement, Charidy provides Nonprofit access to use Charidy's platform (the "**Service**").

WHEREAS, the Service involves processing certain personal data of potential recruiting individuals ("**Matchers**"), for which the Nonprofits then send emails about their fundraising campaigns to the potential Matchers on that list (the "**Activity**"), and the parties wish to regulate Charidy's processing of such personal data, through this Addendum, for such Activities.

THEREFORE, the parties have agreed to this Addendum, consisting of these parts:

Part	**Applicability**
Part One – General provisions	Always applies and in force.
Part Two – US Laws	Applies only where the California Consumer Privacy Act of 2018 ("**CCPA**"), as amended by the California Privacy Rights

	Act of 2020 (“**CPRA**”), and/or other state privacy laws in the United States apply with respect to the personal data processed.
Part Three – GDPR	Applies only where Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data ("**GDPR**") applies with respect to the personal data processed.
Part Four – Israeli Privacy Protection Regulations (Information Security)	Applies only where the Israeli law regarding the personal data applies with respect to the personal data processed.

In the event of any conflicting provisions between this Addendum and the terms or any other agreement in place between the parties, the provisions of this Addendum shall prevail, except where explicitly agreed otherwise in writing.

Part One (General Provisions)

1. **Interpretation**. Capitalized terms used herein but not defined in this Addendum shall have the meaning ascribed to them in applicable privacy laws or in the Agreement.
2. **Scope.** This Addendum applies only where Charidy is processing Matchers personal data on behalf of the Nonprofit and under the Nonprofit's instructions that are provided through the Service's various control and configuration options, for the Activities.
3. **Order of Precedence.** In the event of any conflicting provisions between this Part One and the provisions of Part Two, Part Three or Part Four, the provisions of Part Two, Part Three or Part Four shall prevail (accordingly).
4. **Processing.** Charidy is prohibited from retaining, using or disclosing the Matchers personal data for: (a) any purpose other than providing the Service to Nonprofit, or for any commercial purpose other than as reasonably necessary to perform Nonprofit's processing instructions; (b) selling the Matchers personal data; and (c) retaining, using or disclosing the Matchers personal data outside of the direct business relationship between the parties.
5. **Nonprofit Responsibility.** If Nonprofit imports reviews into the Service from an external source, Nonprofit represents and warrants that it has obtained and maintains valid, any and all authorizations, permissions and informed consents necessary under applicable laws and regulations, in order to: (a) import those reviews and their accompanying data into Charidy, and (b) to allow Charidy lawfully collect, handle, retain, process and use the processed data within the scope of the Service. Nonprofit may use the Service's certain control and configuration options to assist it in connection with its obligations under the GDPR. In light of the GDPR's requirement

under Articles 13 and 14 to have a privacy notice pursuant to the 'transparency' and 'accountability' principles of the GDPR, Charidy will maintain for the benefit of Data Subjects a dedicated Privacy Notice.

6. **Data Subject Requests.** Charidy will follow Nonprofit's instructions to accommodate data subjects' requests to exercise their rights in relation to their information within the Matchers 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 information processed by Charidy. Charidy shall notify Nonprofit of the receipt of such request as soon as possible, together with the relevant details.
7. **Disclosure.** Unless legally prohibited, Charidy will provide Nonprofit with prompt notice of any request it receives from authorities to produce or disclose Matchers personal data processed on Nonprofit's behalf, so that Nonprofit (or its Matchers) may contest or attempt to limit the scope of the production or disclosure request.
8. **Data security.** Considering the state of the art, the costs of implementation and the nature, scope, context and purposes of Charidy's processing of Matchers personal data, Charidy shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Matchers personal data, to protect such personal data from unauthorized access, destruction, use, modification, or disclosure (including data breaches).
9. **Data Breaches.** Charidy shall without undue delay, notify Nonprofit of any actual or reasonably suspected accidental or unlawful

destruction, loss, alteration, unauthorized disclosure of, or access to, Matchers personal data, of which Charidy becomes aware. Charidy will thoroughly investigate the breach and take all available measures to mitigate the breach and prevent its recurrence. Charidy will cooperate in good faith with Nonprofit on issuing any statements or notices regarding such breaches, to authorities and data subjects.

10. **Subcontracting to suppliers.** Nonprofit authorizes Charidy to engage other sub-processors for carrying out specific processing activities, provided that Charidy informs Nonprofit at least 30 days in advance of any new or substitute sub-processor, in which case Nonprofit shall have the right to object, on reasoned grounds, to that new or substitute sub-processor. If Nonprofit so objects, Charidy may not engage that new or substitute sub-processor for the purpose of Processing Personal Data, and Charidy may either select another sub-processor in which case the above procedure shall repeat, or if it so chooses, terminate the Agreement with no liability to Nonprofit for such premature termination. At the outset, Nonprofit authorizes Charidy to engage with the sub-processors listed in Schedule I below.

    Without limiting the foregoing, in any event where Charidy engages another sub-processor, Charidy will ensure that the same data protection obligations 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 Data Protection Law. Charidy shall remain fully liable to Nonprofit for the performance of its sub-processors' obligations

11. **Data Deletion.** Upon the termination of the Agreement or upon Nonprofit request, Charidy will delete the Matchers personal data that 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 Matchers personal data and delete existing copies. Upon Nonprofit's request, Charidy will furnish written confirmation that the Matchers personal data has been deleted or returned pursuant to this section.

Part Two (US State Laws)

1. Definitions

In this Part Two:

a. "Applicable State Privacy Laws" means the CCPA and CPRA, and other applicable state privacy laws in the United States, such as (but not limited to): Virginia Consumer Data Protection Act, Connecticut Act Concerning Personal Data Privacy and Online Monitoring, Utah Consumer Privacy Act, and the Colorado Privacy Act, as relevant.

b. "Consumer" means a natural person, including a natural person in their professional or work capacity.

c. "Personal Information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

d. "Collect" (and its cognate terms) means buying, renting, gathering, obtaining, receiving, or accessing any Personal Information pertaining to a Consumer by any means. This includes obtaining information from the Consumer, either actively or passively, or by observing the Consumer's behavior or interaction.

e. "Process" (and its cognate terms) means any operation or set of operations that are performed on Personal Information or on sets of personal information, whether or not by automated means.

f. "Sell" (and its cognate terms) means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing,

or by electronic or other means, a Consumer's Personal Information for monetary or other valuable consideration.

g. "Share" (and its cognate terms) means sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a Consumer's Personal Information for cross-context behavioral advertising, whether or not for monetary or other valuable consideration, including transactions for cross-context behavioral advertising in which no money is exchanged.

2. **Charidy's Obligations.** The Parties acknowledge and agree that Charidy is a 'service provider' and 'processor' within the meaning of the terms in Applicable State Privacy Laws. To that end, and unless otherwise required by law:

   a. Charidy must not Sell or Share any Personal Information it Collects.

   b. The parties agree that Nonprofit is disclosing the Personal Information to Charidy only for the following limited and specified business purposes: to provide and support the operation of the Service.

   c. Charidy is prohibited from retaining, using, or disclosing the Personal Information that it Collects for any commercial purpose other than the foregoing business purposes, unless expressly permitted by Applicable State Privacy Laws and this Part Two. Additionally, Charidy is prohibited from retaining, using, or disclosing the Personal Information that it Collects pursuant to this Agreement outside the direct business relationship between Charidy

and Nonprofit, unless expressly permitted by Applicable State Privacy Laws and this Part Two.

d. Charidy shall comply with all relevant sections of Applicable State Privacy Laws and shall provide, with respect to Personal Information it Collects, the same level of privacy protection as required by Applicable State Privacy Laws.

e. Charidy grants Nonprofit the right to take reasonable and appropriate steps to ensure that Charidy uses the Personal Information it Collects in a manner consistent with the obligations under this Part Two and Applicable State Privacy Laws.

f. Charidy must promptly notify Nonprofit if it makes a determination that it can no longer meet its obligations under this Part One or Applicable State Privacy Laws.

g. Charidy grants Nonprofit the right, upon notice, to take reasonable and appropriate steps to stop and remediate Charidy's unauthorized use of Personal Information.

h. If Charidy receives a request from a Consumer about his or her Personal information, Charidy shall not comply with the request itself and inform the Consumer that Charidy's basis for denying the request is that the Charidy is merely a service provider that follows Nonprofit's instructions. Charidy shall provide the Consumer with the Nonprofit's contact information and instruct the Consumer to submit the request directly to the Nonprofit.

3. **Assistance in responding to Consumer requests.** Charidy shall assist Nonprofit by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of

Nonprofit’s obligation to respond to requests for exercising the Consumer rights under Applicable State Privacy Laws.

Part Three (GDPR)

1. Capitalized terms used in this Part Three but not defined herein or in the Agreement shall have the meaning ascribed to them in the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) applicable as of 25 May 2018 and any national law supplementing the GDPR (collectively referred to in this Part Three as "**Data Protection Law**").
2. Nonprofit commissions, authorizes and requests that Charidy Process Matchers Personal Data, under the instructions of Nonprofit as the Data Controller. Charidy shall Process such Personal Data as a processor, only on Nonprofit's behalf. Charidy and Nonprofit are each responsible for complying with the Data Protection Law as applicable to their roles.
3. Charidy will Process the Personal Data only on instructions from Nonprofit documented in this Addendum, provided through the Service's various control and configuration options or otherwise provided in writing, which instructions must be consistent with the nature and characteristics of the Service. 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 violates the Data Protection Law.
4. The nature and purpose of the Processing activities is the provision of the Service to the Nonprofit. The Personal Data Processed may include the categories described in Schedule I below. The Data Subjects, as defined in the Data Protection Law, are the Matchers, about whom Personal Data is Processed.

5. Charidy will make available to Nonprofit as the Data Controller all information at its disposal that is necessary to demonstrate compliance with the obligations under Data Protection Law. Furthermore, Charidy shall maintain all records required by Article 30(2) of the GDPR, and make them available to the Nonprofit upon request.
6. Charidy shall forward to Nonprofit any request from Data Subjects arising out of the processing of Personal Data by Charidy, and Nonprofit shall be solely liable for responding to Data Subjects on such requests. Notwithstanding the foregoing, where applicable considering the nature of the Personal Data Processed, Charidy will follow Nonprofit's instructions to accommodate Data Subjects' requests to exercise their rights in relation to their Personal Data, including accessing their data, correcting it, restricting its processing or deleting it, to the extent reasonable in relation to the Service. If such instructions entail costs or expenses to Charidy, the parties shall first come to agreement on Nonprofit reimbursing Charidy for such costs and expenses. Charidy will pass on to Nonprofit requests that it receives from Data Subjects regarding their Personal Data Processed by Charidy.
7. Charidy and its sub-processors will only Process the Personal Data in Member States of the European Economic Area, in territories or territorial sectors recognized by an adequacy decision of the European Commission (or as applicable, the UK ICO), as providing an adequate level of protection for Personal Data pursuant to Article 45 of the GDPR or using adequate safeguards as required under Data Protection Law governing cross-border data transfers (e.g., Standard Contractual Clauses).
8. Charidy is situated in a territory not recognized by an adequacy decision of the European Commission as providing an adequate

level of protection for Personal Data pursuant to Article 45 of the GDPR. Therefore, the parties hereby enter into MODULE TWO of the SCCs, as specified in Schedule I of this Addendum.

9. Charidy will ensure that its staff authorized to Process the Personal Data are contractually bound by confidentiality obligations or are under an appropriate statutory obligation of confidentiality.

10. Within 30 days of Nonprofit’s written request, Charidy shall allow for and contribute to audits, including carrying out inspections conducted by Nonprofit or another auditor mandated by Nonprofit in order to establish Charidy's compliance with this Addendum and the provisions of the applicable Data Protection Law, with regards to the Personal Data that Charidy processes on behalf of Nonprofit. Such audits or inspections shall be carried out during Charidy's ordinary business hours, not more than one business day per year (unless Data Protection Law or a supervisory authority mandate more frequent audits or inspections), shall be conducted with minimal disruption to Charidy's business activities, and be subject to confidentiality undertakings satisfactory to Charidy.

Part Four (Israel)

1. **Definitions**. In this Part, the following terms shall be interpreted as follows:

   1.1 "**Applicable Laws**" means Israeli Privacy Protection Law, 5741-1981 (hereinafter – the "Privacy Law") and the regulations promulgated thereunder (and in particular the Privacy Protection Regulations (Information Security), 5777 - 2017), as well as any legislative or administrative provision or directive that will apply to the Processor in connection with the provision of the Service under the Agreement.

   1.2 "**Controller**" means the Nonprofit.

   1.3 "**Database**" means a collection of personal data held by physical, magnetic or optical means.

   1.4 "**Personal Data**" means information, data and data sets that relates to Matchers, and which identifies such them, or which may be reasonably used in order to identify them, regardless of the medium in which such data is being presented, and which the Processor Processes for and on behalf of the Controller within the scope of the Service.

   1.5 "**Personal Data Breach**" means an of actual or reasonably suspected incident: (a) of unauthorized access to or use of Personal Data, or such access or use exceeding authorization, or (b) impacting the integrity of the Personal Data in a manner that is not authorized or exceeds authorization.

1.6 "**Processing**" (and its derivatives, including, but not limited to "**Process**") means the collection, access, retention, modification, use, disclosure and transfer of Personal Data.

1.7 "**Processor**" means Charidy.

2. <u>Processor's obligations regarding the Processing of Personal Data</u>

2.1 The Processor shall process the Personal Data for Nonprofit solely to provide the Service under the Agreement, and only in the manner determined in the Agreement and in this Part 4, and for no other purpose, unless expressly instructed by Nonprofit to do so.

2.2 Processor undertakes to manage access rights to Personal Data, including by way of providing its users with 'Least Privileges' based on their 'Need to Know', for the purpose of carrying out their tasks, and shall take measures in order prevent access by unauthorized individuals to Personal Data. In addition, Processor will maintain an up-to-date listing of all individuals authorized to access or use the Database and will use measures designed to prevent access to any individual who does not have a need to be exposed to the Personal Data.

2.3 Processor shall not grant access to the Personal Data to its employees, consultants or anyone else acting on its behalf, before reviewing and confirming, within the boundaries of applicable law, that their background, integrity, and reliability are suitable for a position granting them access to Personal Data.

2.4 Processor shall grant its employees access to the Database, subject to conduct of training activities regarding privacy protection and information security obligations applicable to the Processor by virtue of the Applicable Laws and this Part 4.

2.5 Processor will implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, as set forth in this Part 4.

2.6 Processor shall develop, implement, and enforce an information security policy that covers at least the following topics ("**Information Security Policy**"):

2.6.1 Guidelines regarding the physical protection of the Database systems and the sites in which they are located;

2.6.2 Guidelines regarding the management and monitoring of access authorizations and actions taken in the Database;

2.6.3 Mapping of all the of the security measures taken by Processor regarding the Database;

2.6.4 Guidelines for individuals authorized to access Personal Data and Database;

2.6.5 A review of the risks to which the Personal Data is exposed to as part of Processor's ongoing activities including instructions regarding the means of recording, monitoring, and identifying threats to which the Database systems are exposed;

2.6.6 Instructions and procedures regarding the mitigation and management of a Personal Data Breach;

2.6.7 Instructions and procedures regarding the use of removable devices.

2.7. Processor shall map the operational environment of the Database. In this regard, Processor shall prepare an inventory list that includes all the systems, software, interfaces, infrastructures of hardware components and communications components that Processor operates in the Database environment for the ongoing operation of the Database (the "**Database Systems**"). Processor shall update the list of inventories specified in this section from time to time and shall only disclose the document to those individuals who require access to it for the performance of their job functions. However, Processor shall update the foregoing list in any case in which substantial changes to the operating environment are implemented in the Database or in the manner in which Personal Data is Processed.

3. <u>Disclosure and transfer of Personal Data</u>

3.1. Processor shall not disclose Personal Data in the scope of Processing Personal Data on behalf of Nonprofit to any entity, unless Nonprofit has provided its prior written consent, except as follows:

3.1.1. As strictly necessary for the provision of Services;

3.1.2. Where such disclosure is required by Applicable Law or during a legal proceedings, in which case Processor shall notify Nonprofit in writing immediately upon receipt of the request and before fulfilling the disclosure request,

and will cooperate and disclose the minimum Personal Data necessary to comply with Applicable Law or legal proceedings;

3.1.3. When using a subcontractor or service provider to Process Personal Data (each, a "**Sub-contractor**"), Processor shall provide a prior notice and objection period in accordance with Part 1 and enter into a written, valid, and enforceable agreement with the Sub-Contractor containing adequately protective terms on data security consistent with this Part 4. Processor shall provide Nonprofit any information reasonably requested by Nonprofit about the Processor's use of Sub-contractors, about the Sub-contractors' Processing activities for the Processor and their data security practices. Processor shall take reasonable measures to monitor Sub-contractor's compliance with data security obligations.

3.1.4. Processor shall use conventional encryption mechanisms for any transfer of Personal Data to a third party and for any remote connection to the Database Systems.

4. **<u>Storing, Deletion and Return of Personal Data</u>**

4.1. Processor undertakes to implement appropriate security measures designed to ensure the integrity of the Personal Data, its availability, confidentiality, and reliability.

4.2. Processor shall maintain logical separation between the Database Systems and the computer systems used by

Processor that are not directly related to the Processing or Personal Data for Nonprofit. In the event the Database Systems is connected to the Internet or to another public network, Processor shall install appropriate means of protection against information security incidents, such as firewalls and anti-virus tools.

4.3. Processor shall retain the Personal Data only as strictly necessary to provide the Service to Nonprofit, or as mandatory under Applicable Laws.

4.4. Processor shall regularly update the Database Systems, including the software installed in the Database Systems, with information security updates. When operating the Database Systems, Processor will not use software and/or hardware components that the manufacturer does not support in terms of their security aspects.

4.5. Processor will implement measures to prevent the connection of removable devices to the Database Systems or devices Processing Personal Data (to the extent those Database Systems or devices are located in the Processor's premises or assigned to its employees, consultants, and anyone on its behalf). Notwithstanding the foregoing, portable devices such as laptops and smartphones Processing Personal Data may be used so long as they are encrypted with appropriate, industry-customary encryption.

4.6. In accordance with the Agreement and without prejudice to its generality, Processor shall return, delete or destroy all

Personal Data to which this Part 4 applies following the termination of the Agreement or upon Nonprofit request.

5. **Cross-Border Data Transfers**

   5.1. Processor shall comply with the law applicable to the transfer of Personal Data to foreign jurisdictions, including but not limited, to the Protection of Privacy Regulations (Transfer of Information to Databases Outside of Israel), 5761-2001.

   5.2. In addition, Processor shall not transfer Personal Data to a foreign jurisdiction without 30 days prior advanced notice to Nonprofit, and Nonprofit shall be entitled to object to such transfer, on reasonable grounds, within 30 days from receipt of the notice.

6. **Breach of information security**

   6.1. Processor will notify Nonprofit without undue delay after becoming aware of a Personal Data Breach, and provide Nonprofit with sufficient information to allow Nonprofit to meet any obligations to report or inform affected individuals or a supervisory authority of the Personal Data Breach.

   Such notice shall include, at the time of initial notification or without undue delay after the initial notification, details of the nature of the Personal Data Breach, number of records affected, the category and approximate number of affected individuals, anticipated consequences of the Personal Data Breach and any actual or proposed remedies for mitigating the possible adverse effects of the Personal Data Breach.

6.2. In any case of a Personal Data Breach affecting Nonprofit Personal Data, Processor also will cooperate with Nonprofit and/or anyone on its behalf to investigate the Personal Data Breach.

6.3. In the event of a Personal Data Breach, the parties will discuss the matter and reach an agreement regarding the measures required to repair the Personal Data Breach and the schedule for their implementation.

7. **Audit & Documentation**

7.1. Processor shall provide Nonprofit, at least in every 12 month, a written approval according to which it performs and fulfills its obligations pursuant to this Part 4 and the provisions of the Applicable Law.

7.2. Processor shall fully cooperate with Nonprofit in providing all information and assistance reasonably requested by Nonprofit in connection with data security issues and practices and supplementary documents, so as to allow Nonprofit to properly address information security, privacy and regulatory matters relating to the Database.

7.3. Processor undertakes to allow the representatives of Nonprofit and/or any person or entity acting on Nonprofit's behalf to carry out, through a 30 days advance notice and once per year (unless legally required otherwise or following a Data Breach) surveys and audits regarding the performance of Processor's obligations under this Part 4. It is hereby clarified that as a pre-condition for the performance of such

surveys and audits, surveyor and auditor on behalf of Nonprofit shall be required to sign an undertaking in order to maintain confidentiality of Processor's data to which such surveyor or auditors will be exposed to in the course of the survey or audit.

8. **Term & Termination**

   All the clauses in this Part 4 that are bound by and required under, the Applicable Law will continue to apply even after the expiration or termination of the Agreement between the parties, provided that Processor continues to retain Nonprofit Personal Data.

9. **Governing Law and Interpretation**

   To the extent that there is no contradiction to the foregoing, the relevant clauses of the Agreement shall apply to this Part 4. In the event of a conflict between the provisions of this Part 4 and the provisions of the Agreement, the terms of this Part 4 shall prevail.

Schedule I – Details of Processing

1. In Section II (Obligations of the Parties), Clause 9(a) for MODULE TWO: GENERAL WRITTEN AUTHORISATION. The data importer has the data exporter's general authorization for the engagement of sub-processor(s) from an agreed list.
2. In Section IV (Final Provisions), Clause 17 for MODULE TWO: Transfer controller to processor: The parties agree that this shall be the law of Ireland.
3. In Section IV (Final Provisions), Clause 18(b) for MODULE TWO: Transfer controller to processor: The parties agree that those shall be the courts of Ireland.
4. In Annex I, for MODULE TWO: Transfer controller to processor:

    4.1. Data Exporter: Nonprofit.

        4.1.1. Activities relevant to the data transferred under these Clauses: using the Service, including maintenance, support, enhancement, importing and sending emails (as described in the Privacy and Data Protection section of the Terms of use).

        4.1.2. Role: Controller.

    4.2. Data Importer: Charidy.

        4.2.1. Activities relevant to the data transferred under these Clauses: provider and operator of the Service (as described in the Privacy and Data Protection section of the Terms of use).

        4.2.2. Role: Processor.

    4.3. Description of Transfer: provision, hosting, operation, maintenance, support, enhancement and deployment of the Service.

4.4. Categories of personal data transferred: The Matchers Personal Data Processed may include, without limitation: email address, full name, contact details, message content, all in accordance with the Nonprofit's preferences.

4.5. Categories of data subjects whose personal data is transferred: The Matchers.

4.6. The frequency of the transfer: ongoing.

4.7. Nature of the processing: storing, organizing, accessing, using, transmitting, retrieving, backing up, securing, troubleshooting and deleting or returning personal data.

4.8. Purpose(s) of the data transfer and further processing: provision of the Service to the data exporter.

4.9. The period for which the personal data will be retained: personal data will be retained for the duration of the Agreement.

4.10. Transfers to (sub-) processors: Charidy uses the following sub-processors to Process Personal Data: Amazon Web Services, Inc.; ZenDesk, Inc.; Rocket Science Group LLC (MailChimp); Mailgun Technologies, Inc.; and Charidy Ltd.

4.11. 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. 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.