



Contributory Platform User Terms of Service

BY CLICKING THE “ACCEPT” BUTTON OR UTILIZING THE CONTRIBUTORY PLATFORM, YOU AGREE TO THE FOLLOWING USER TERMS OF SERVICE (THE “AGREEMENT”) GOVERNING YOUR USE OF WEST ARETE’S HOSTED AND ONLINE SERVICES, INCLUDING THE CONTRIBUTORY PLATFORM TECHNOLOGY, (COLLECTIVELY, THE “SERVICE”). IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE SERVICE.

Subject to this Agreement, West Arete will provide you with use of the Service. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement. For reference, a Definitions section is included at the end of this Agreement.

West Arete reserves the right to modify this Agreement and its privacy and security policies in its reasonable discretion from time to time. Note that because the Service is a hosted, online application, West Arete occasionally may need to notify all users of the Service of important announcements regarding the use or operation of the Service.

License Grant & Restrictions. In connection with the Contributory Platform License Agreement (the “CPLA”) between West Arete and the foundation conducting the Giving Event, and subject to the terms and conditions therein, West Arete hereby grants you a non-exclusive, non-transferable, right to use the Service, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by West Arete.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) “frame” or “mirror” any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

You may use the Service only for the Giving Event and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

Your Responsibilities. You are responsible for all activity occurring under your User account and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of privileged or personal data.





You shall notify West Arete immediately of any known or suspected breach of security, including unauthorized use of any password or account.

Account Information and Data. West Arete does not own any data, information or material that you submit to the Service in the course of using the Service (“Customer Data”). The foundation host of the Giving Event that is licensed user of the Service is the owner of all data, information and material that you submit to the Service.

You, not West Arete, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, or right to use Donor Data or Customer Data, and West Arete shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store or transmit any Donor Data or Customer Data.

Intellectual Property Ownership. West Arete shall be the sole owner of all rights, title and interest, including all related Intellectual Property Rights, in and to the Contributory Platform Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service.

This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the Contributory Platform Technology or the Intellectual Property Rights owned by West Arete. The West Arete name, the West Arete logo, the Contributory name, the Contributory logo, and the product names associated with the Service are trademarks of West Arete or third parties, and no right or license is granted to use them.

Termination for Cause. Any unauthorized use of the Contributory Platform Technology or Service will be deemed a material breach of this Agreement. West Arete, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. You agree and acknowledge that West Arete has no obligation to allow you to access Customer Data or Donor Data if you have materially breached this Agreement.

Representations & Warranties. You represent and warrant that You have the legal power and authority to enter into this Agreement. West Arete represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform properly under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service.

Mutual Indemnification. You shall indemnify and hold West Arete, its licensors and each such party’s parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Donor Data or Customer Data infringes the rights of, or has caused harm to, a donor to the Giving Event or



other third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by You of this Agreement.

In the event that West Arete gives You sole control of the defense and settlement of the claim, You agree that you shall not settle or defend any claim unless You unconditionally release West Arete of all liability and such settlement does not affect West Arete's business or Service.

Disclaimer of Warranties. WEST ARETE MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. WEST ARETE AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY WEST ARETE AND ITS LICENSORS.

Internet Delays. WEST ARETE'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. WEST ARETE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

Limitation of Liability. IN NO EVENT SHALL WEST ARETE'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY YOUR ADMINISTRATOR PURSUANT TO THE CPLA IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST ARETE AND/OR ITS LICENSORS BE LIABLE TO ANYONE (INCLUDING YOUR DONORS) FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



Additional Rights. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

Notice. West Arete may give notice by means of a general notice when you login to the Service or, via an email to your address on record. You may give notice to West Arete at any time by sending us an email, with return receipt requested, at the following address: team@contributory.com by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to West Arete at the following address: 301 S. Allen St., #107, State College, PA 16803.

Assignment; Change in Control. This Agreement may not be assigned, transferred or sold by You without the prior written approval of West Arete but may be assigned without your consent by West Arete to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment, transfer or sale in violation of this section shall be void.

General. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the courts located in Centre County, Pennsylvania.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

No joint venture, partnership, employment, or agency relationship exists between you and West Arete as a result of this agreement or use of the Service. The failure of West Arete to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by West Arete in writing. This Agreement, together with the CPLA, comprises the entire agreement between You and West Arete regarding the subject matter contained in this Agreement.

Definitions as Used in this Agreement:

“Agreement” means these online terms of use and any materials available on the West Arete website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by West Arete from time to time in its sole discretion.

“West Arete” means West Arete Computing, Inc., a Pennsylvania corporation, having its principal place of business at 301 S. Allen St., #107, State College, PA 16803.

“Contributory Platform” means West Arete’s Day of Giving software application and its accompanying documentation. It also means all of West Arete’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or





intangible technical material or information) made available to You by West Arete in providing the Service.

“Content” means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service.

“Customer Data” means any data provided or submitted by you to the Service in the course of using the Service.

“Donor Data” means information provided by donors using the Contributory Platform to support your organization in the form of donations during the Giving Event.

“Effective Date” means the earlier of either the date this Agreement is accepted by selecting the “Accept” option presented on the screen after this Agreement is displayed or the date you begin using the Service.

“Giving Event” means the period of time in which the general public can make donations to Licensee using the Contributory Platform.

“Intellectual Property Rights” means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

“Service(s)” means the technology, documentation and Contributory Platform technology licensed under the CPLA. Services also includes ancillary online or offline products and services provided to you by West Arete, to which you are being granted access under this Agreement.

“User” means You.