



TERMS OF USE - UPDATED APRIL 14, 2011

Giving Anonymously provides this site and the services offered on it under the following terms of service and use (the "Terms"). Please read them carefully. You understand and agree that the Giving Anonymously Website is provided to you exclusively under these Terms. By using the Giving Anonymously Website or registering to use the services offered, you are stating that you have read and understand the Terms and that you agree to be bound by them. Giving Anonymously reserves the right to terminate your gift transactions any time for any reason, including if Giving Anonymously learns that you have provided false or misleading financial information or have violated the Terms.

1. YOUR RESPONSIBILITIES

You are responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the Giving Anonymously Website and all charges related thereto. You agree not to use the Giving Anonymously Website to: (a) violate any local, state, national or international law (b) stalk, harass or harm another individual (c) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity and (d) interfere with or disrupt the Giving Anonymously Website or servers or networks connected to the Giving Anonymously Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Giving Anonymously Website.

2. MODIFICATIONS TO TERMS

Giving Anonymously may change the Terms from time to time. If you object to any such changes, your sole recourse shall be to cease using the Giving Anonymously Website. Continued use of the Giving Anonymously Website following notice of any such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

3. MODIFICATIONS TO GIVING ANONYMOUSLY Website

Giving Anonymously reserves the right to modify or discontinue the Giving Anonymously Website with or without notice to you. Giving Anonymously shall not be liable to you or any third party should Giving Anonymously exercise its right to modify or discontinue the Giving Anonymously Website. If you object to any such changes, your sole recourse shall be to cease using the Giving Anonymously Website. Continued use of the Giving Anonymously Website following notice of any such changes shall indicate your acknowledgement of such changes and satisfaction with the Giving Anonymously Website as so modified.

4. PRIVACY

As part of the gift process, you will be asked to provide certain personal information to Giving Anonymously. All uses of your personal information will be in accordance with the provisions of the Giving Anonymously Privacy Policy.

5. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Giving Anonymously Website, use of the Giving Anonymously Website or access to the Giving Anonymously Website. The Giving Anonymously Website is provided for your personal, noncommercial use only.

6. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT USE OF THE GIVING ANONYMOUSLY Website IS AT YOUR SOLE RISK. THE GIVING ANONYMOUSLY Website IS PROVIDED ON AN "AS IS" BASIS. GIVING ANONYMOUSLY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE GIVING ANONYMOUSLY Website. GIVING ANONYMOUSLY MAKES NO WARRANTY THAT THE GIVING ANONYMOUSLY Website WILL MEET YOUR REQUIREMENTS, OR THAT THE GIVING ANONYMOUSLY Website WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE NOR DOES GIVING ANONYMOUSLY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE GIVING ANONYMOUSLY Website OR AS TO THE ACCURACY OR

RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE GIVING ANONYMOUSLY OR THAT DEFECTS IN THE GIVING ANONYMOUSLY Website WILL BE CORRECTED. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE GIVING ANONYMOUSLY Website IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR INFORMATION GIVING ANONYMOUSLY MAKES NO WARRANTY REGARDING ANY SERVICES PURCHASED OR OBTAINED THROUGH THE GIVING ANONYMOUSLY Website OR ANY TRANSACTIONS ENTERED INTO THROUGH THE GIVING ANONYMOUSLY Website. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GIVING ANONYMOUSLY OR THROUGH THE GIVING ANONYMOUSLY WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

7. LIMITATION OF LIABILITY

YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL GIVING ANONYMOUSLY OR ITS OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR (OR ANYONE USING YOUR ACCOUNT'S) USE OF THE GIVING ANONYMOUSLY Website. BY USING OUR SERVICE YOU AGREE TO NOT HOLD GIVING ANONYMOUSLY OR ITS OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS LIABLE FOR ANY DAMAGES RESULTING FROM DONOR OR RECIPIENT LOSS OF ANONYMITY DURING OR AFTER THE ANONYMOUS GIVING PROCESS.

8. EXCLUSIONS AND LIMITATIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that Giving Anonymously may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Giving Anonymously liability shall be the minimum permitted under such applicable law.

9. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Giving Anonymously, its parents, subsidiaries, affiliates, officers, directors, co-branders or other partners, employees, consultants and agents from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from (1) any information you submit, post or transmit through the Giving Anonymously Website, (2) your use of the Giving Anonymously Website, (3) your violation of these Terms, (4) your violation of any rights of any other person or entity or (5) any viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines input by you into the Giving Anonymously Website.

10. INTELLECTUAL PROPERTY: RESTRICTIONS ON USE

TRADEMARKS: The content of the Giving Anonymously Website (the "Content"), including without limitation, text, software, photos, and graphics, is subject to United States and international intellectual property and proprietary rights and laws, and is owned by Giving Anonymously or its licensors. Certain of the names, logos, and other materials displayed in the Giving Anonymously Website constitute trademarks, tradenames, service marks or logos ("Marks") of Giving Anonymously or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with Giving Anonymously or those other entities. All use of the Content and Marks is subject to the restrictions in our intellectual property notice.

COPYRIGHT: All content included on this site, such as text, graphics, logos, button icons, images, audio clips, and software, is the property of Giving Anonymously or its content suppliers and protected by U.S. and international copyright laws. The compilation (meaning the collection, arrangement, and assembly) of all content on this site is the exclusive property of Giving Anonymously and protected by U.S. and international copyright laws. All software used on this site is the property of Giving Anonymously or its software suppliers and protected by U.S. and international copyright laws. Reproduction, modification, distribution, transmission, republication, display, or performance, of the content on this site is strictly prohibited.

11. MISCELLANEOUS

The Terms constitute the entire and exclusive and final statement of the agreement between you and Giving Anonymously with respect to the subject matter hereof, and govern your use of the Giving Anonymously Website, superseding any prior agreements between you and Giving Anonymously with respect to the

subject matter hereof. The Terms and the relationship between you and Giving Anonymously shall be governed by the laws of the State of Washington as applied to agreements made, entered into and performed entirely in Washington by Washington residents, notwithstanding your actual place of residence. All lawsuits arising out of the Terms or out of your use of the Giving Anonymously Website shall be brought in the Federal or state courts located in Seattle, Washington and you and Giving Anonymously hereby irrevocably submit to the exclusive personal jurisdiction of such courts for such purpose. The failure of Giving Anonymously to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of the Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Giving Anonymously Website or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms are for convenience only and have no legal or contractual effect.

12. SURVIVAL

The terms of Sections 11 through 19 as well as any other limitations on liability explicitly set forth herein shall survive the expiration or earlier termination of the Terms for any reason. Giving Anonymously (and its licensors') proprietary rights (including any and all intellectual property rights) in and to the Content and the Giving Anonymously Website shall survive the expiration or earlier termination of the Terms for any reason.

13. VIOLATIONS

Please report any violations of the Terms to our Customer Service Department to info@givinganon.org

14. NOTIFICATION OF CLAIMED COPYRIGHT INFRINGEMENT

Pursuant to Section 512(c) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, Giving Anonymously designates the following individual as its agent for receipt of notifications of claimed copyright infringement.

By Mail Lionel Thompson PO Box 313764, Bellingham, WA 98226 By Telephone: 888-855-4438 x 5 By Email: info@givinganon.org

NOTE: Giving Anonymously reserves the right to deny service to any individual or entity.

© 2010 Giving Anonymously All Rights Reserved.