

GlobalGiving API Terms of Service

By using the GlobalGiving API provided by the GlobalGiving Foundation ("GlobalGiving"), you (the "Licensee") agree to the following terms and conditions:

1. Definitions

"Intellectual Property Rights" means, collectively, all patents, copyrights, trade secrets, know-how, trademarks and all other intellectual property or proprietary rights recognized anywhere in the world, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired.

"GlobalGiving API" means the set of web services provided by GlobalGiving at <https://api.globalgiving.org> for purposes of programmatically accessing public data in the GlobalGiving donation platform.

"GlobalGiving Websites" means globalgiving.org or any other web property owned by GlobalGiving.

"Permitted Purpose" means non-commercial purposes that are consistent with or that further GlobalGiving's mission, values, goals and/or objectives of building an efficient, open, thriving marketplace that connects people who have community and world-changing ideas with people who can support them.

For purposes of illustration, without limitation, applications that: (1) improve the visibility of GlobalGiving and its projects, project sponsors, project leaders, project reports, donors, or donation stories (2) facilitate donations from donors to GlobalGiving projects or to GlobalGiving Foundation, (3) enhance the user experience of donors or project leaders on globalgiving.org, (4) facilitate "community" amongst donors or project leaders to increase interaction, learning, or donation activity, (5) analyze or present GlobalGiving donation or project impact data are examples of applications that fall within the scope of the "Permitted Purpose."

"Developed Application" means applications or pages developed for a Permitted Purpose in which the Licensed API forms a supporting part.

2. Grant of License

Subject to your ("Licensee's") full compliance with all of the terms and conditions of this API License Agreement ("Agreement"), GlobalGiving grants Licensee a non-exclusive, revocable, nonsublicensable, nontransferable license to use the GlobalGiving API and other materials provided by GlobalGiving (collectively referred to as the "Licensed API") to develop, reproduce and distribute non-commercial applications for the Permitted Purpose ("Developed Applications").

Licensee may not use the Licensed API for any other purpose (including without limitation any commercial purpose) without GlobalGiving's prior written consent. Under no circumstances will Licensee benefit commercially or financially from a Developed Application or any GlobalGiving data. For the sake of clarity, the sale of advertising on a website where a Developed Application is hosted shall not alone constitute a commercial use under this Agreement, provided that the advertising is not integrated within the Developed Application itself. Further, a Developed Application may not be used to sell advertising and may not be used to promote the sale of advertising in any way.

Licensee may not use the Licensed API for activities that violate any law, statute, ordinance or regulation. For purposes of illustration, without limitation, Licensee shall not use the Licensed API in connection with or to promote any products, services, or materials that constitute, promote or are used for the purpose of dealing in: spyware, adware, bots, crawlers or other malicious programs or code; unsolicited mass distribution of email ("Spam"); multi-level marketing proposals; hate materials; hacking / unauthorized decryption; libelous, defamatory, obscene, pornographic, abusive or otherwise offensive content; stolen products and items used for theft, or to commit phishing or other fraud or to perpetrate scams, including, but not limited to, "phishing" scams; services or programs regulated by state licensing regimes, pyramid or ponzi schemes; activities that involve gambling, gaming and/or any other activity involving chance and/or the opportunity to win a prize, such as a sweepstakes or raffle, or contests and/or money laundering or other illegal /prohibited / fraudulent / not legitimate / improper transfers of funds or transactions.

In addition, for purposes of illustration and without limitation, Licensee shall not: (1) falsely identify a product as being endorsed, approved by or produced by GlobalGiving, (2) use any GlobalGiving data, materials or media for any purpose other than the Permitted Purpose without GlobalGiving's prior written consent, (3) misrepresent in any way information about or relating to a donation, donor, or GlobalGiving nonprofit partner (irrespective of whether such misrepresentation is due to Licensee's intentional conduct, error or ignorance), and/or (4) solicit or

attempt to solicit any user information on behalf of GlobalGiving or under the pretense of being GlobalGiving.

3. Proprietary Rights

As between GlobalGiving and Licensee, the Licensed API and all Intellectual Property Rights in and to the Licensed API are and shall at all times remain the sole and exclusive property of GlobalGiving and are protected by applicable laws and treaties.

4. Fees

Non-Commercial Use is Free: There is no license fee for non-commercial use of the GlobalGiving API.

For-Profit Use: If Licensee seeks to use the GlobalGiving API for commercial purposes, Licensee may be required to pay a license and support fee to GlobalGiving in order to obtain permission to use the GlobalGiving API for commercial use. Licensee must discuss usage plans with GlobalGiving prior to implementation by contacting our Business Partnerships team at partnerships@globalgiving.org. GlobalGiving reserves the right to set and amend fees for API license and support in commercial scenarios.

Transaction Fee for Donation API: Donations processed using this API will be processed by GlobalGiving. For each donation, GlobalGiving retains a 5-12% nonprofit support fee plus a 3% third party processing fee for each donation. Licensee shall disclose this transaction fee to any donors using the donate API call. You may link to this page for additional information: <https://www.globalgiving.org/aboutus/fee/>

5. Other Restrictions

Except as expressly and unambiguously authorized under this Agreement, Licensee may not (i) copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer or decompile (except to the limited extent expressly required by applicable statutory law), modify or alter any part of the Licensed API, or (ii) otherwise use the Licensed API on behalf of any third party. This Agreement does not include any right for Licensee to use any trademark, service mark, trade name or any other mark of GlobalGiving or any other party or licensor. No rights or licenses are granted except as expressly and unambiguously set forth herein.

6. Additional Licensee Obligations

a. Licensee agrees:

(i) That all Developed Applications will preserve the dignity of the individuals seeking donations represented, described, or listed on the GlobalGiving Websites;

(ii) That all Developed Applications will clearly indicate where relevant that such Developed Application was not developed by GlobalGiving and is not endorsed by GlobalGiving;

(iii) That any images forming part of the Licensed API used in a Developed Application will include attribution to the nonprofit that is implementing the organization, project, or program reflected in the image and shall include a hyperlink to the corresponding GlobalGiving project or organization when technically feasible.

(iv) That Licensee or its outsourced providers comply with PCI and International data security standards in transmitting and/or handling any cardholder or transaction information to the API, which includes agreeing to not persist or store any cardholder data as defined by the PCI security standards.

(v) To provide customer service and user support to all clients and Developed Application website visitors, with the exception of charitable organization or project-specific questions, confirmation of donation distributions and technical problems with the Licensed API, which it may refer to GlobalGiving and which GlobalGiving agrees to provide.

b. Remittance and Reporting.

Licensee agrees that if it aggregates donation volume, or utilizes the "submit an order" functionality, and remits monthly to GlobalGiving as part of its Developed Applications, or if it will remit funds on a bulk/batch basis, Licensee or its designee will remit 100% of the total of all funds committed via such orders to GlobalGiving by the 10th business day of the month following transaction. Licensee will also include an itemized listing of the orders from the prior month in substantially the form of the sample itemized listing attached as "Schedule B."

If Licensee is providing activity reports that relate to more than one "sub partner" (e.g. unique companies who are clients of Licensee, chapters, etc.), Licensee must utilize the "Partner Code" API call, and report all activity with this Partner Code in the report described above.

In the event the data provided by Licensee regarding bulk transfers is not received by the 10th of the month (or the following business day if the 10th falls on a weekend or holiday), GlobalGiving will be unable to disburse funds in that month, and will include these funds in the following month's standard monthly disbursement.

Failure to provide this data in its complete and accurate form more than three times in a calendar year may result in the suspension or revocation of the Licensee's rights under this agreement.

c. Licensee agrees to preserve (and not obscure or cover) all copyright notices and other proprietary rights notices on content that GlobalGiving makes available to Licensee via the Licensed API and to provide proper attribution for all such content. For purposes of illustration and without limitation, if, for example, you develop an application that provides a graph using data provided by GlobalGiving, you must accurately state that the data you used comes from GlobalGiving.

7. Warranty Disclaimer

THE LICENSED API IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, GLOBALGIVING AND ITS LICENSORS EACH DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE LICENSED API, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, AVAILABILITY, RESULTS OF USE, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE. FURTHER, GLOBALGIVING DOES NOT WARRANT AND DISCLAIMS ANY AND ALL WARRANTIES THAT LICENSEE'S USE OF THE LICENSE API WILL BE UNINTERRUPTED OR ERROR FREE. LICENSEE AGREES THAT ALL USE OF THE LICENSED API WILL BE AT LICENSEE'S SOLE RISK. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO LICENSEE, AND LICENSEE MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

8. Support and Upgrades

This Agreement does not entitle Licensee to any support for the Licensed API, unless Licensee makes separate arrangements with GlobalGiving in writing that is signed by GlobalGiving and Licensee and Licensee pays all fees associated with

such support. Any such support provided by GlobalGiving shall be subject to the terms of this Agreement.

9. Limitation of Liability

REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, AND EXCEPT FOR BODILY INJURY, IN NO EVENT WILL GLOBALGIVING OR ITS LICENSORS, BE LIABLE TO LICENSEE OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE LICENSED API, EVEN IF GLOBALGIVING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE. ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM. IN ADDITION, GLOBALGIVING DISCLAIMS ALL LIABILITY OF ANY KIND OF GLOBALGIVING'S LICENSORS. LICENSEE AGREES THAT GLOBALGIVING SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY USE LICENSEE MAKES OF THE LICENSED API.

10. Indemnification

Licensee shall indemnify, defend and hold harmless GlobalGiving and its licensors from any and all claims, actions, suits, proceedings, losses, expenses, damages, liabilities, costs and fees (including reasonable attorneys' fees) arising in connection with or relating to Licensee's use of the Licensed API and arising in connection with or relating to any Developed Applications.

11. Term and Termination

This Agreement shall continue until terminated as set forth in this Section. Either party may terminate this Agreement at any time, for any reason, or for no reason, including but not limited to, termination by GlobalGiving if Licensee violates any provision of this Agreement or if the exercise of the rights granted hereunder by Licensee is inconsistent with or is in conflict with GlobalGiving's mission, values, goals or objectives. Any termination of this Agreement shall also terminate the license granted hereunder. Sections 3, 6, 8, 9, 10, and 13 shall survive termination of this Agreement.

12. Government Use

If Licensee is part of an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Licensed API is restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. The Licensed API is a "commercial item," "commercial computer software" and "commercial computer software documentation," respectively. In accordance with such provisions, any use of the Licensed API by the Government shall be governed solely by the terms of this Agreement. Manufacturer is GlobalGiving Foundation.

13. Export Controls

Licensee shall comply with all relevant export laws and restrictions and regulations of the United States including but not limited to those of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), as well as those of foreign agencies or authorities, and Licensee shall not export, or allow the export or re-export of the Licensed API or any Developed Application in violation of any such restrictions, laws or regulations. Licensee will also not use the Licensed API for any purpose prohibited by such laws, restrictions or regulations (including but not limited to nuclear, chemical or biological weapons proliferation). By using the Licensed API, Licensee agrees to the foregoing and represents and warrants that Licensee is not located in, under the control of, or a national or resident of any restricted country.

14. Miscellaneous

Following the execution of this Agreement, GlobalGiving shall provide Licensee with all documentation and software comprising the Web Service that is necessary to integrate and launch the Web Service on the Site (the "Deliverables"). Licensee agrees to comply with all instructions and limitations set forth in the Deliverables and the Integration Guide attached hereto as Exhibit B during the integration, launch and use of the Web Service.

Licensee shall operate and maintain its integration of the Web Service in accordance with the terms and conditions of this Agreement, including the Integration Guide, and the Deliverables. Licensee shall comply with all laws, rules and regulations applicable to it and its Site.

This Agreement constitutes the complete and entire agreement between Licensee and GlobalGiving pertaining to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings with respect to such subject matter. This Agreement, and any disputes arising from or relating to the interpretation thereof, shall be governed by and construed under District of Columbia law.

This Agreement may be amended or modified only by a writing executed by GlobalGiving. The failure of GlobalGiving to act with respect to a breach of this Agreement by Licensee or others does not constitute a waiver and shall not limit GlobalGiving's rights with respect to such breach or any subsequent breaches.

This Agreement is personal to Licensee and may not be assigned or transferred for any reason whatsoever (including without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control involving Licensee) without GlobalGiving's prior written consent. GlobalGiving expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder.

Signature

Signed _____ Date _____

Printed Name _____

API Key _____

By signing this, I agree to abide by the terms of service when using the API, including the handling of donor information as outlined in section 6.a (iv).

Please email a signed/scanned copy of this to api@globalgiving.org in order to have the donation functionality enabled for your API Key.