

JustGiving® from Blackbaud®

Additional Terms for Canadian Charities

These terms are applicable to Your use of the JustGiving JustGiving® from Blackbaud® (“JustGiving”) website at www.justgiving.com (“Website”). The Website allows users to create fundraising pages, for users to donate to those pages and for Charities to access data about those pages (together, the “JustGiving Services”). For the purposes of these terms, “JustGiving” means “Blackbaud, Inc.” and “You”, “Your” and the “Charity” mean the organization that has executed a Blackbaud Order Form to purchase the JustGiving Services.

Additional terms and conditions apply to the use of certain JustGiving products or services, such as APIs.

JustGiving may change or update these Terms and Conditions from time to time. The current version of the Terms and Conditions will be available at <http://www.blackbaud.com/terms-and-conditions>. It is the Charity's responsibility to access and check these Terms and Conditions whenever the Charity accesses or uses the JustGiving Services. The latest version of these Terms and Conditions will govern any future usage by the Charity of the JustGiving Services. These Terms and Conditions supersede and replace all previous versions of the Terms and Conditions.

1. JustGiving’s Obligations

Donations and Bank Accounts

1.1 JustGiving will maintain bank accounts for donations made to causes, JustGiving Crowdfunding and Charity fundraising pages. These are bank accounts in which monies (other than the interest accruing on such monies) are held separately for the sole purpose collecting monies on behalf and for the benefit of JustGiving fundraising beneficiaries (charities and/or crowdfunding page beneficiaries). For the avoidance of doubt, these monies are kept completely separate from any JustGiving operational funds and are not used to support JustGiving company activities in any way.

1.2 JustGiving will operate the JustGiving Services so that donors can make online donations by credit or debit card, or by any other payment method made available by JustGiving, through a Fundraising Page set up for the Charity or on the Charity's area on the JustGiving website. Use of the JustGiving Services is on an “as is” and “as available” basis.

1.3 JustGiving will set up arrangements to ensure that for all donations received by JustGiving, after deduction of bank processing charges, JustGiving's Platform Fees (as described in Section 6) and applicable sales taxes are processed to the organization as described in Section 1.4.

Payment Processors

1.4 JustGiving will provide information systems, design, testing and verification standards and requirements in accordance with good industry practice to ensure that donors' credit cards and debit cards are debited and the bank account is credited in a secure manner. JustGiving uses the following payment processors:

1.4.1 JustGiving uses Blackbaud Merchant Services (“BBMS”) for some payment processing. Charities electing to use BBMS must agree to the terms set forth in the Blackbaud Payment Services Addendum available at <https://www.blackbaud.com/files/bbms/bbpstc.pdf> (the “Addendum”) during BBMS set up. Disbursement of funds will follow the BBMS disbursement schedule elected by the charity at the time of sign up. The payment processing fees are set forth in the Addendum. Charities using BBMS for payment processing acknowledge that data shared with Charities via BBMS will not contain donors’ communication preferences, so Charities should refer to and abide by donors’ communication preferences as noted in the Charity account.

Support and Donation Acknowledgements

1.5 JustGiving will send prompt e-mail acknowledgements to donors in respect of each donation made to the Charity via the JustGiving Services.

1.6 JustGiving will respond to fundraisers' and donors' account inquiries that it receives.

Personal Information

1.7 JustGiving will capture personal information including but not limited to the fundraiser's and the donor's name, title, address and email address (“Personal Information”) at all times in accordance with local privacy laws and regulatory requirements as amended from time to time, including such laws and regulatory requirements applicable in the territory where donors and fundraisers access the Website (“Local Privacy Laws”), and protect and secure such information. Charities should refer to the JustGiving Terms of Service available at <https://www.justgiving.com/info/terms-of-service-versions/terms-of-service-march-2019>, JustGiving Privacy Policy available at <https://www.justgiving.com/info/privacy-policy-versions/privacy-policy-v30>, and the JustGiving Cookies Policy available at <https://www.justgiving.com/info/cookies> for more details of how JustGiving operates its services, processes Personal Information and uses cookies. Personal Information shall be shared with the Charity in accordance with the JustGiving Privacy Policy and the provisions set forth herein.

1.8 To the maximum extent possible under applicable law, JustGiving will abide by the instructions of all fundraisers and donors in respect of their Personal Information.

1.9 Subject to the payment of Fees in accordance with Section 6 below, JustGiving will provide all Charities with access to a secure, password-protected account on the Website where the Charity can view and download details of donations made to the Charity, details of payments made by JustGiving to the Charity and updates on fundraiser and donor details (“Charity Account”), all such information to be provided by JustGiving in strict compliance with:

1.9.1 the applicable Local Privacy Laws as they apply to the relevant fundraisers and donors;
and

1.9.2 any other applicable privacy laws and regulatory requirements which are to the processing of Personal Information

(together, “Global Privacy Laws”).

1.10 If the Charity receives Personal Information of individuals located in the UK or European Union (the “EU”), the Charity represents and warrants that it fulfills, and will continue to fulfil as long as it processes such Personal Information, one of the following criteria:

1.10.1 the Charity is located in the UK, EU or a country or territory whose legal regime is deemed by the European Commission to provide for an adequate level of personal data protection;

1.10.2 the Charity is certified to comply with the EU-U.S. Privacy Shield Framework or a similar approved certification mechanism, and has committed to apply the appropriate safeguards;

1.10.3 the Charity is subject to binding corporate rules in accordance with Article 47 of the General Data Protection Regulation 2016/679 or any subsequent or enacting legislation applicable to the parties (“GDPR”);

1.10.4 the Charity fulfils one of the other measures described in Article 46 of GDPR for providing appropriate safeguards.

Records and Audit Requirements

1.12 JustGiving will keep records of all donations and income received and expenses incurred for such period as may from time to time be required by the applicable local governmental revenue body, and maintain records which relate to the Charity and the performance of the obligations hereunder (to which the Charity may, subject to the Global Privacy Laws, have access and take photocopies of at its own expense on request and at reasonable times).

1.13 JustGiving will, via the Charity Account, provide each Charity with the ability to download reports outlining donation details including but not limited to the number of donations received, the value of the donations received, and the Fees deducted from the total donations in accordance with Section 5.

Intermediary

1.14 JustGiving, as operator of the JustGiving Services, acts as an intermediary between the Charity and the individual users of the JustGiving Services. While the Charity and the individual user information resides on the JustGiving Services, JustGiving does not check or exercise any editorial control over the content of such information, save as required by applicable local laws.

In the event that JustGiving is made aware of or has knowledge of any unlawful activity or information on the JustGiving Services, JustGiving shall promptly act to remove or disable access to the information. JUSTGIVING SHALL NOT BE LIABLE TO THE CHARITY AS A RESULT OF ITS ROLE AS INTERMEDIARY AND IS NOT REQUIRED TO NOTIFY THE CHARITY OF ANY SUCH REMOVAL OR DISABLEMENT OF ACCESS TO INFORMATION.

PCI Compliance

1.15 JustGiving has implemented PCI standards regarding secure storage of data and strong access control to achieve PCI DSS for the JustGiving Services. For further information surrounding the responsibilities of securing cardholder data, please visit <https://www.blackbaud.com/security/pci-compliance>.

Site Maintenance and Miscellaneous

1.16 JustGiving will comply at all times with all applicable laws and applicable authority, license, permit or registration requirements.

1.17 JustGiving will undertake planned maintenance and upkeep of the JustGiving Services.

2. Charity's Obligations – General

2.1 The Charity will ensure that all content (including text and images) it supplies to JustGiving for display on the JustGiving Services or that it posts on any of the JustGiving Services (including, in each case, links to any third party sites or content) will not violate any law or regulation or be defamatory, misleading, obscene or breach any intellectual property rights of a third party or breach any right of or duty owed to a third party.

2.2 The Charity will provide written confirmation to JustGiving of any donations that it permits JustGiving to reimburse to the donor. JustGiving will not permit refunds without prior written consent from the Charity, unless required by applicable local laws.

2.3 Subject to local applicable laws, the Charity will permit JustGiving to deduct such refunds, and any chargebacks arising, from subsequent donations payable to the Charity. Should no donations arise within one (1) week of the refund or chargeback JustGiving reserves the right to direct debit the Charity's bank account, or invoice the Charity for the refunds and chargebacks, and the Charity agrees to settle that invoice within one (1) week of the invoice date. The Charity agrees that donations received will not be paid out to the Charity until all charges for refunds and chargebacks are settled.

2.4 The Charity will maintain the necessary authority, permit, license, consent, approval and registration for it to fundraise (and, where applicable, for JustGiving to fundraise on its behalf) in accordance with applicable local laws and if JustGiving needs any such authority, permit, license, consent, approval or registration for it to fundraise on behalf of the Charity then the Charity will, at no cost to JustGiving, provide all such assistance as JustGiving reasonably requires to assist JustGiving with the same.

2.5 The Charity will inform JustGiving immediately if, for any reason, it:

2.5.1 ceases to carry on operating for charitable purposes;

2.5.2 is found to be engaged in any corrupt or immoral practices;

2.5.3 is subject to any investigation or inquiry which could result in the necessary authority, permit, license, consent, approval and/or registration for it to operate as a charity in accordance with applicable local laws being suspended, revoked or withdrawn; or

2.5.4 ceases to have the necessary authority, permit, license, consent, approval and/or registration for it to operate as a charity in accordance with applicable local laws.

2.6 The Charity will promptly provide any information reasonably requested by JustGiving in order for JustGiving to be able to provide the JustGiving Services to the Charity effectively.

2.7 The Charity will ensure that, in each case where a donor is advised that his/her donation will be used for a specific purpose, appeal or outcome (including but not limited to all JustGiving Campaign pages), the donation is used only for that specific purpose, appeal or outcome.

2.8 The Charity will comply with all applicable laws and regulations in its use of the JustGiving Services.

2.9 The Charity will maintain the security and confidentiality of any passwords provided by JustGiving for the purpose of accessing the Charity Account and shall not share these passwords with any third party. JustGiving shall not be liable for and accepts no responsibility for misuse of any Charity Account.

2.10 The Charity represents, warrants and undertakes to JustGiving that:

2.10.1 these Terms and Conditions have been accepted and agreed to by a sufficient number of its duly authorized representatives; and

2.10.2 any documents provided to JustGiving as part of the Charity's application for registration or maintenance of such registration) have been or shall be executed by a sufficient number of its duly authorized representatives.

3. Charity's Obligations – Data Protection and Direct Marketing

3.1 JustGiving is a data controller under applicable Global Privacy Laws with respect to all Personal Information collected in connection with the JustGiving Services. If JustGiving makes available any Personal Information to the Charity, the Charity becomes a data controller with respect to such Personal Information, subject to these Terms and Conditions. To the extent that the Charity's use of the JustGiving services results in access to any Personal Information, the Charity will:

3.1.1 at all times assist with the responsibilities of JustGiving, as a data controller responsible for determining how the Personal Information is processed under the provisions of the Global Privacy Laws;

3.1.2 not do, or cause or permit to be done, anything which may result in a breach by JustGiving of the Global Privacy Laws and comply with all reasonable instructions from JustGiving relating to the processing by the Charity of such Personal Information;

3.1.3 comply with the Local Privacy Laws in respect of the Charity's collection, use, disclosure or processing of the Personal Information;

3.1.4 abide by the lawful instructions of all data subjects in respect of the Personal Information and not do anything to compromise the security of such information;

3.1.5 not sell, trade or rent Personal Information to third parties;

3.1.6 hold the Personal Information securely and not disclose it to anyone other than JustGiving, as agreed to by the data subject and/or as permitted by Global Privacy Laws;

3.1.7 implement adequate security, technical and organizational measures against all unauthorized, unlawful or accidental access, processing, use, erasure, loss or destruction of, or damage to, Personal Information in accordance with Global Privacy Laws, and abide by JustGiving's reasonable requirements to ensure the security of the Personal Information as notified to the Charity from time to time; and

3.1.8 use Personal Information appropriately.

3.2 In addition to its obligations under Section 4.1 above, if the Charity's use of the JustGiving Services results in access to any Personal Information and the fundraiser or donor has agreed to receive marketing communications from the Charity (as will be reflected in the Charity Account), the Charity, in compliance with Global Privacy Laws, will only send marketing communications to the fundraiser or donor to the extent that the fundraiser or donor:

3.2.1 has indicated their preference to receive such communications; and

3.2.2 has not indicated a preference or otherwise asked to stop receiving such communications. This includes the fundraiser or donor clicking an unsubscribe link or registering with any applicable preference service (which the Charity agrees it shall, to the extent it is required to do so, check before sending any communications).

Where use of the JustGiving services results in access to any Personal Information relating to a fundraiser but that fundraiser has not agreed to receive marketing communications from the Charity, as will be reflected in the Charity Account, the Charity shall only communicate with that fundraiser in relation to their specific fundraising page and shall not (unless separate consent is obtained by the Charity) communicate with that person for any other purpose (including marketing).

4. Intellectual Property Indemnity

4.1 Each party shall be liable for and shall indemnify the other party, its successors and assigns against any and all claims, actions, liabilities, losses, damages and expenses incurred as a result of any third-party claim alleging infringement of the third party's intellectual property rights.

5. Fees

5.1 In consideration for the provision of the JustGiving Services the Charity must pay the following fees ("Fees"):

5.1.1 An annual Subscription Fee: currently \$0 per year.

5.1.2 A Transaction Fee on each donation as defined at www.justgiving.com/fees.

6. Disclaimer

6.1 The Charity agrees that the JustGiving Services are provided on an "as is" and "as available" basis and that its use of the JustGiving Services is at the Charity's sole risk. JustGiving does not guarantee continuous, uninterrupted, error or virus free or secure access to the Services and operation of the JustGiving Services may be interfered with by numerous factors outside of JustGiving's control. Except as expressly set out in these Terms and

Conditions, JUSTGIVING DOES NOT ENTER INTO CONDITIONS, WARRANTIES OR OTHER TERMS IN RELATION TO THE JUSTGIVING SERVICES, AND THEY ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

6.2 JustGiving may change the format and content of the JustGiving Services from time to time. In particular, the Charity should refresh its browser each time it visits the Website to ensure that the Charity downloads the most up to date version of the Website, including the latest version of these Terms and Conditions.

7. Suspension of JustGiving Services

JustGiving may, in its sole discretion, without liability to the Charity, suspend the operation of any of the JustGiving Services in full or in part at any time, for example but without limitation for repair or maintenance work or in order to update or upgrade the contents or functionality of the JustGiving Services from time to time.

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