

# VolunteerMatch Terms

The following terms apply to Your access to and use of VolunteerMatch, in addition to the terms set forth in the Blackbaud Solutions Agreement.

## 1. Disclaimer of Warranties

THE VOLUNTEERMATCH DATA, AND ALL SERVICES PROVIDED BY VOLUNTEERMATCH, ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE BASIS.” VOLUNTEERMATCH DOES NOT MAKE, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. TO THE EXTENT THAT VOLUNTEERMATCH MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

## 2. Ownership and Limitations

- a. VolunteerMatch Property. VolunteerMatch and its licensors retain all right, title and interest in and to all VolunteerMatch Data. You shall have no rights in the VolunteerMatch Data. “VolunteerMatch Data” means the certain volunteer listings and opportunities and non-profit organization data, and content related to each of the foregoing, in the VolunteerMatch database, including, without limitation, all text, data, images, materials and other content for such volunteer listings and opportunities, and any updates thereto.
- b. Limits on Usage of VolunteerMatch Data. Your use of the VolunteerMatch Data is limited to non-commercial use. You may not (a) alter or modify the VolunteerMatch Data; or (b) copy, republish, transmit, sell, offer for sale, publicly display (other than the display of VolunteerMatch Data on Your website in response to end user queries of the VolunteerMatch Data) or otherwise redistribute the VolunteerMatch Data.
- c. User Information
  - (i) Aggregate User Information. You understand and acknowledge that VolunteerMatch may use and disclose de-identified and aggregate data derived from the User Information for its internal purposes. “User Information” means all information and data related to an end user including, but not limited to, first name, last name, phone number and email address that is supplied by end users to VolunteerMatch, either directly or indirectly.
  - (ii) Participating Organizations. Notwithstanding the foregoing, You understand and acknowledge that when end users submit User Information to VolunteerMatch, directly or indirectly, such User Information will be used to facilitate the volunteering process and provided to end user-selected organizations that promote volunteer opportunities through VolunteerMatch (“Participating Organizations”). Volunteer opportunities undertaken are selected solely by the end user. End users may have the ability to edit their User Information and provide alternative or additional User Information. Participating Organizations may ask customized questions, and end users may provide responses to such customized questions. YOU UNDERSTAND THAT VOLUNTEERMATCH HAS NO POWER TO INFLUENCE OR CONTROL, AND IS IN NO WAY LIABLE FOR, ANY RELATIONSHIP THAT MAY BE ESTABLISHED, OR ACTIVITIES UNDERTAKEN BETWEEN ANY END USER AND ANY PARTICIPATING ORGANIZATION. VOLUNTEERMATCH DOES NOT CONTROL COMMUNICATIONS BETWEEN END USERS AND PARTICIPATING

ORGANIZATIONS ONCE A RELATIONSHIP IS ESTABLISHED AND DOES NOT CONTROL ACTIVITIES THAT AN END USER MAY ENGAGE IN WITH RESPECT TO OR IN CONNECTION WITH ANY PARTICIPATING ORGANIZATION. VOLUNTEERMATCH HEREBY DISCLAIMS ANY AND ALL LIABILITY RELATING TO ANY CORRESPONDENCE OR RELATIONSHIP BETWEEN ANY THIRD PARTY AND BLACKBAUD OR ANY END USER.

- (iii) User Information Limitation. VolunteerMatch may not use or disclose User Information or any derivative thereof for any reason, other than those described in this Section 2..

### 3. Trademarks

- a. Your Names, Logos. Except as otherwise permitted by law, VolunteerMatch will not use any name or logo owned by You without the prior written consent of both Blackbaud and You.
- b. VolunteerMatch Names, Logos. Except as otherwise permitted by law, You will not use any name or logo owned by VolunteerMatch without the prior written consent of VolunteerMatch.

### 4. Limitation of Liability

IN NO EVENT WILL VOLUNTEERMATCH BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST DATA OR LOST PROFITS, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT OR TORT), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 5. Survival

The parties acknowledge and agree that these Sections 1-5 shall survive the expiration or termination of this agreement.

### 6. Third Party Beneficiary

The parties acknowledge and agree that, notwithstanding anything to the contrary in this agreement, Impact Online, Inc., d/b/a VolunteerMatch ("VolunteerMatch") is a third-party beneficiary to this agreement, with the right to enforce the terms of this agreement directly against You.

### 7. Miscellaneous

These terms are subject to change in Blackbaud's sole discretion. In the event of any such change, Blackbaud shall post a revision of these terms at [www.blackbaud.com/terms-and-conditions](http://www.blackbaud.com/terms-and-conditions) and Your continued use of VolunteerMatch shall be subject to such revised terms.