

GiveSafely.io Charity Agreement

This agreement is between the BBB Wise Giving Alliance (BBB WGA) and _____ (Charity).

BBB WGA is licensed by the International Association of Better Business Bureaus (IABBB) to use various trademarks including: “BBB,” “Better Business Bureau,” and “BBB Give Safely.” BBB WGA, by its own authority, is authorized to license the “GiveSafely.io” name and logo, which is intended to demonstrate to donors that they can donate to their favorite charity with confidence, that data is protected by advanced blockchain technology, and incentives for giving through the GiveSafely.io platform can be done through rewards.

1. Participation in the GiveSafely.io Platform

- a. Only charities that currently meet all 20 BBB Standards for Charity Accountability are eligible to participate in the platform.
- b. If a charity loses its BBB Accredited Charity status, the charity is no longer eligible to participate in the platform and their account will be taken down. Should a charity change practices to again come into compliance with all 20 Standards, they will again be eligible to participate in the platform.
- c. Charity participants can choose to terminate their participation with the platform at any time. If so requested, accounts will be taken down in timely manner, no later than 30 days after their request.
- d. If BBB WGA determines that Charity and/or its principals engaged in activities that reflect unfavorably on or otherwise adversely affects the public image of BBB WGA, BBB WGA can terminate Charity’s participation in GiveSafely.io immediately, and will provide any termination notice in writing and will deliver it by certified mail and/or email to Charity’s address(es) set forth below.
- e. If either Party terminates this Agreement, Charity agrees to remove the GiveSafely.io name and logo immediately from all electronic media, to discard and destroy all printed materials bearing the GiveSafely.io name and logo in a timely manner, and cease all future use. BBB WGA will remove the Charity’s information from the GiveSafely.io website.

2. Use of Name

A charity may not use the BBB name, brand, torch, and language including “BBB Accredited” unless said charity is a participant in the BBB WGA Charity Seal Program. This agreement is for use of the GiveSafely.io name and logo **ONLY**.

3. Charity Materials on the Platform

- a. Charities materials listed on the platform include the charity profile and the charity rewards.
 - i. Charity profiles include pictures, a logo and text.
 1. Profiles are subject to approval at the discretion of BBB WGA.
 - a. When a charity first enrolls and creates a profile for the site, BBB WGA will review materials and, if necessary, work with the charity to edit/modify as needed.
 - ii. Charity rewards include pictures and text.

GiveSafely.io Charity Agreement

1. Rewards are subject to approval at the discretion of BBB WGA.
 - a. When a charity creates a reward, the BBB WGA will review materials and, if necessary, work with the charity to edit/modify as needed.

4. Use of Donor Data

- a. Donors' personal data is voluntarily shared directly with charities via the blockchain in the following ways:
 - i. When a donation is made.
 - ii. When a donor redeems a reward.
- b. Use of data
 - i. Charities may **NOT** share this data with third parties.
 - ii. Charities agree that their use of data will comply with the charity's own privacy policy. However, even if a charity's privacy policy allows for renting, sharing, selling, or exchanging personal information, charity agrees not to engage in such practices with regards to participation in GiveSafely.io.
 - iii. Charities must allow donors to change their data and update their preferences, and an outline for options to do so must be prominently displayed.

5. Reward Redemptions

Charities agree to provide rewards as described in the reward listing to the best of their abilities and to accommodate donors if changes arise.

6. GivingPoints

- a. All GivingPoints received as a result of providing rewards to donors shall stay in the charity's blockchain wallet.
- b. Charities agree that they will not sell, trade, or distribute these tokens in any way.

7. Donations

- a. Charities agree that the listed donation addresses (for cash and cryptocurrency) belong to the organization.
- b. Charities agree that they will abide by all U.S. regulations regarding both cash and cryptocurrency donations.

8. Representations and Warranties.

- a. Each Party represents and warrants that: (i) it has the necessary power and authority to enter into this Agreement and perform its obligations hereunder; and (ii) its website(s) do not infringe any third party's intellectual property rights or otherwise violate any applicable laws or regulations.
- b. Charity warrants that it is registered to solicit for charitable contributions with state and local government authorities wherever Charity engages in charitable solicitations, if such registrations are required.
- c. Charity warrants that it: (i) is a 501(c)(3) tax-exempt organization or other entity soliciting for charitable purposes; and (ii) has been operating for two years or more.

GiveSafely.io Charity Agreement

9. Liability

- a. Charity agrees to indemnify and hold IABBB and BBB WGA harmless against any loss, damage or expense, including reasonable attorney's fees, arising out of any third party claim alleging misuse by Charity of GiveSafely.io, or of any violation of the terms and conditions of this Agreement. Charity also agrees to indemnify and hold IABBB and BBB WGA harmless against any loss, damage or expenses, including reasonable attorney's fees, with respect to all third-party claims of illegal or fraudulent fundraising.
- b. Charities agree that all advice listed on the site is not and should not be interpreted as legal advice and will not hold IABBB or BBB WGA liable for any advice received.
- c. Charities agree to not hold IABBB or BBB WGA liable for damages incurred from use of the platform.
- d. Charities agree to not hold IABBB or BBB WGA liable for damages incurred outside of the platform, for example but not exclusively, with third party processing companies (PayPal), cryptocurrency wallets, or cryptocurrency exchanges.

10. Notices.

Any written notice required or permitted to be delivered pursuant to this Agreement shall be in writing, sent to the addresses below and shall be deemed delivered: (i) upon delivery if delivered in person; (ii) five (5) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (iii) one (1) business day after deposit with a national overnight courier; or (iv) upon transmission if sent via e-mail and the sender has received a verification of receipt.

11. Assignment.

The Parties agree this Agreement is non-assignable by either Party to any third party under any circumstances, including but not limited to: merger, acquisition, sale or transfer by operation of law or otherwise. Charity understands that, if it is merged, acquired, or consolidated with another charity, it must inform BBB WGA of this, and the new charity must qualify again for participation in GiveSafely.io.

12. Relationship of the Parties.

- a. Charity is not, and shall not represent itself as an agent, representative, partner, subsidiary, joint venture, or employee of IABBB or BBB WGA, nor can Charity represent that it has any authority to bind or obligate IABBB or BBB WGA in any manner or in any thing.
- b. Nothing in this Agreement, or in the use of GiveSafely.io itself, shall confer any endorsement or approval of Charity by IABBB or BBB WGA.
- c. The GiveSafely.io button cannot be used as an endorsement of the organization, merely as a destination to direct donors to donations and redeem rewards.

13. Entire Agreement/Modifications.

This Agreement embodies the whole agreement between the Parties and supersedes any prior Agreements, understandings and obligations between the Parties. BBB WGA may modify this Agreement from time to time. BBB WGA shall provide written notice of any modification to Charity, and Charity shall be deemed to have consented to the modification if Charity continues to participate in GiveSafely.io following receipt of such notice.

GiveSafely.io Charity Agreement

Name of Charity: _____

Mailing Address:

City: _____ State: _____ Zip Code: _____

General E-mail Address: _____

Website: _____

Name of Charity Contact for general communications about the GiveSafely.io program:

Title: _____

Phone: _____

E-mail: _____

Secondary Contact: _____

Title: _____

Phone: _____

E-mail: _____

Name of Contract Signatory: _____

Title: _____

Signature: _____ Date: _____

Art Taylor
President and CEO
ataylor@give.org
703.247.9334

Signature: _____ Date: _____

BBB Wise Giving Alliance
3033 Wilson Blvd., Suite 710
Arlington, VA 22201