

Donor Terms of Service

(Effective date: December 11, 2024)

These Terms of Service ("Terms") constitute a binding agreement between you and PayPal Charitable Giving Fund ("PayPal Giving Fund," "we," "our," or "us") and govern your use of our websites, subdomains, and any other websites or mobile applications referencing, embedding or linking to these Terms, including the website located at www.paypal.com/fundraiser/hub and any PayPal Giving Fund Services as described in the PayPal Giving Fund [Nonprofit User Agreement](#) and [our other policies](#).

By using our services, you (i) agree that these Terms are supported by reasonable, valuable and sufficient consideration, (ii) acknowledge the receipt of such consideration, and (iii) state that you have read and understand, and agree to be bound by, these Terms. If you do not agree to these Terms, you are not permitted to use PayPal Giving Fund. **These Terms require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions.**

By making a donation to PayPal Giving Fund, you understand and agree that:

1. Your donation is made to PayPal Giving Fund, a sponsoring organization of donor advised funds (a "DAF" or "DAFs"). PayPal Giving Fund is recognized by the Internal Revenue Service ("IRS") under Section 501(c)(3) of the Code as a tax-exempt public charity (Federal Tax ID: 45-0931286). PayPal Giving Fund receives contributions and disburses those contributions to charities in the form of grants to further charitable and educational purposes. PayPal Giving Fund will only make grants to organizations that qualify and have been recognized by the IRS as public charities under Sections 509(a)(1) or 509(a)(2) of the Code, or foreign organizations that, in the sole discretion and determination of PayPal Giving Fund, are the equivalent of a US public charity or conduct specific programs that would qualify as charitable and educational under US law. PayPal Giving Fund will not typically grant funds directly to individuals, supporting organizations, or non-operating private foundations.
2. When you make a donation to PayPal Giving Fund, you may recommend that PayPal Giving Fund make a corresponding grant to a charity in the amount of your donation. By making such a recommendation, you certify that the grant will not be used to confer a personal or more than incidental benefit, directly or indirectly, on you, any member of your family, or any entity affiliated with or controlled by you. You also certify that no grant recommended by you will be made to satisfy a legally binding charitable pledge, to permit participation in an event (such as a dinner, raffle, or auction), or to pay for goods or services received by you, your family member(s) or any other person. You should be aware that IRS penalties may apply if you recommend a grant that results in impermissible benefits. PayPal Giving Fund makes every effort to approve a donor's grant recommendation. You understand, however, that such recommendation is advisory only and is not binding on PayPal Giving Fund. You acknowledge that any grants made by PayPal Giving Fund will be made in accordance with PayPal Giving Fund's [Donation Delivery Policy](#). You understand that PayPal Giving Fund, as required by law, retains exclusive legal control over all donations and may redirect funds to a similar qualifying charitable organization if it is unable to follow your recommendation.
3. PayPal Giving Fund will make every effort to grant the funds you donate to your recommended charity. You acknowledge that any grants made by PayPal Giving Fund will be made in accordance with PayPal Giving Fund's [Donation Delivery Policy](#). You understand that

PayPal Giving Fund, as required by law, retains exclusive legal control over all donations and may redirect funds to a similar qualifying charitable organization if it is unable to follow your recommendation.

4. As required by law, in order for your donation to PayPal Giving Fund to be considered tax-deductible, it must be a final and irrevocable gift to PayPal Giving Fund. Refunds may only be granted in exceptional circumstances, in accordance with our [Donation Refund Policy](#), and only when the funds have not already been re-granted by PayPal Giving Fund to another charity.
5. PayPal Giving Fund will provide your donation receipt for your donation to PayPal Giving Fund. PayPal Giving Fund is not responsible for any additional acknowledgment you may receive from a benefiting charity as a result of PayPal Giving Fund's grant.
6. Through certain of our programs, donors may make donations into a donor advised fund with PayPal Giving Fund pending future recommendations. We term such funds "Donor Accounts" and they are governed by the additional terms and policies set out in our [Donor Account Policy](#).
7. Your personal data, including your name, email address, and physical address (if on file) will be treated in accordance with our [Privacy Policy](#), and unless you have elected to donate anonymously, will be shared with charities who are enrolled with PayPal Giving Fund that benefit from your donations to PayPal Giving Fund. Your data will not be shared with charities not enrolled with PayPal Giving Fund, since they have not provided a secure means for us to transmit that data, and have not agreed to use information about you in accordance with the terms of our Privacy Policy.
8. PayPal Giving Fund does not charge individual donors or charities any fees for PayPal Giving Fund's donation services or grants. However, certain partners may deduct from your contribution processing or platform fees pursuant to those partners' policies. You acknowledge that partners may deduct such fees and understand that you should contact such partners for any questions about their fees charged for donations to PayPal Giving Fund using their site(s) or services.

Indemnity

1. You agree to indemnify, defend, and hold harmless PayPal Giving Fund and its affiliates and each of its and their officers, directors, employees, joint venturers, service providers, suppliers, agents, and assigns ("**PayPal Giving Fund Indemnitees**") from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from or relating to (a) your use of, or activities in connection with, PayPal Giving Fund; or (b) your violation of these Terms. PayPal Giving Fund reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with PayPal Giving Fund's defense of such claim.
2. Furthermore, you hereby irrevocably waive and release the PayPal Giving Fund Indemnitees from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you may have with any other user of PayPal Giving Fund. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims that the

creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” If you are a resident of another jurisdiction in which any other statute or common law principles of similar effect applies, you waive the application of such statute or common law with respect to the claims, demands, and damages (actual and consequential) released under this paragraph.

3. In no event shall PayPal Giving Fund be liable for any special, incidental, or consequential damages (including without limitation damages for loss of data) arising out of or in connection with our websites, software, systems (including any networks and servers used to provide any of the PayPal Giving Fund Services) operated by us or on our behalf, any of the PayPal Giving Fund Services, or these Terms (however arising, including negligence), unless and to the extent prohibited by law.

Agreement to Arbitrate and Class Action Waiver

1. You and PayPal Giving Fund each acknowledge and agree that any and all disputes or claims that have arisen or may arise between you and PayPal Giving Fund (including without limitation those involving federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation or any other legal theory) shall be resolved exclusively through final and binding arbitration or in small claims court. You or PayPal Giving Fund may assert claims in small claims court, instead of in arbitration, if the claims qualify and so long as the matter remains in small claims court and advances only on an individual (non-class, non-representative) basis. This Agreement to Arbitrate is intended to be broadly interpreted. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.
2. You and PayPal Giving Fund agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both you and PayPal Giving Fund expressly agree otherwise in advance, the arbitrator(s) may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative or class proceeding. Also, the arbitrator(s) may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded cannot affect other donors or charities. If a court decides that any provision of this paragraph is invalid or unenforceable because it would prevent the exercise of a nonwaivable right to pursue public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in court. All other disputes subject to arbitration under the terms of this Agreement to Arbitrate shall be arbitrated under its terms.
3. You and PayPal Giving Fund each acknowledge and agree that each of us is agreeing to give up any rights to litigate claims in a court or before a jury, or to participate in a class or representative action with respect to a claim. Other rights that you would have if you went to court may also be unavailable or limited in arbitration.
4. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate. Any arbitration will be conducted by the American Arbitration Association (referred to as the “AAA”) under its rules and procedures, including the AAA's Consumer

Arbitration Rules (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at www.adr.org. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$10,000 or less, at your request, PayPal Giving Fund will pay all filing, administration, and arbitrator fees associated with the arbitration. Any arbitration award issued by the arbitrator(s) shall be final and binding and shall be enforceable in any court of competent jurisdiction.

5. With the exception of any of the provisions in paragraph 2 above regarding the prohibition of class and representative actions and non-individualized relief, if a court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If a court decides that any of the provisions in paragraph 2 is invalid or unenforceable because it would prevent the exercise of a non-waivable right to pursue public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in court. All other disputes subject to arbitration under the terms of the Agreement to Arbitrate shall be arbitrated under its terms.
6. If you are a new PayPal Giving Fund donor, you can choose to reject this Agreement to Arbitrate by mailing us a written opt-out notice. The opt-out notice must be postmarked no later than 30 days after the date you accept these Terms for the first time. You must mail the opt-out notice to PayPal Giving Fund, Attn: Legal Department (Donor Opt-Out), 1250 I Street NW, Suite 1202, Washington DC 20005. You must provide your name, address, phone number, and email address. If you opt out of this Agreement to Arbitrate, all other parts of these Donor Terms of Service will continue to apply. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

State Fundraising Notices

PayPal Giving Fund's [financial statements](#) are freely available online, or you can request them by writing to "PPGF Compliance Officer" at PayPal Giving Fund, Suite 1202, 1250 I St NW, Washington, DC 20005, or by telephoning: 202-551-9099. You can also request information from certain States as set out below.

- Florida: Registration #CH35907. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.
- Maryland: For the cost of copies and postage, documents and information submitted in compliance with Maryland law are available from the Secretary of State.
- New Jersey: INFORMATION FILED WITH THE ATTORNEY GENERAL CONCERNING THIS CHARITABLE SOLICITATION AND THE PERCENTAGE OF CONTRIBUTIONS RECEIVED BY THE CHARITY DURING THE LAST REPORTING PERIOD THAT WERE DEDICATED TO THE CHARITABLE PURPOSE MAY BE OBTAINED FROM THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY BY CALLING (973) 504-6215 AND IS

AVAILABLE ON THE INTERNET AT <http://www.state.nj.us/lps/ca/charfrm.htm>. REGISTRATION WITH THE ATTORNEY GENERAL DOES NOT IMPLY ENDORSEMENT.

- New York: You may obtain copies of our annual report by writing to us at the address above, from the charities registry on the attorney general's website (www.charitiesnys.com), by sending a written request to the Office of the Attorney General, Charities Bureau, 28 Liberty Street, New York, NY 10005, or by calling 212-416-8401.
- North Carolina: Financial information about this organization and a copy of its license are available from the State Solicitation Licensing Branch at 888-830-4989. The license is not an endorsement by the State.
- Pennsylvania: The official registration and financial information of PayPal Giving Fund may be obtained from the Pennsylvania Department of State by calling toll free, within Pennsylvania, 1-800-732-0999. Registration does not imply endorsement.
- Virginia: A financial statement is available by writing to the State Ofc. of Consumer Affairs in the Dept. of Ag. and Consumer Svcs, P.O. Box 1163, Richmond, VA 23218, (804) 786-1343.
- Washington: The required notice of solicitation is on file in the Office of the Secretary of State. Additional financial and other information is available from the Secretary of State at www.sos.wa.gov/charities/ or by calling 800-332-4483.
- West Virginia: West Virginia residents may obtain a summary of the registration and financial documents from the Secretary of State, State Capitol, Charleston, West Virginia 25305. Registration does not imply endorsement.
- Wisconsin: A financial statement of the charitable organization disclosing assets, liabilities, fund balances, revenue, and expenses for the preceding fiscal year will be provided to any person upon request.