

Nonprofit User Agreement

Effective May 10, 2018 - March 2, 2022

Welcome to the PayPal Giving Fund community. PayPal Charitable Giving Fund (“PayPal Giving Fund,” “we,” “us,” or “our”) accepts charitable donations and makes grants to charitable organizations in furtherance of its charitable mission. PayPal Giving Fund is a Donor Advised Fund (“DAF”) 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). This Nonprofit User Agreement (“Agreement”) is a contract between you and PayPal Giving Fund and explains our commitments to you and our requirements of you as a Participating Nonprofit. Please read this Agreement, including all linked information, carefully. By checking the box to accept this Agreement when you register your account, you acknowledge that you have read, understood, and agree to be bound by it.

This Agreement contains 12 sections. You may jump directly to any section by clicking the related link below. The headings and subheadings are for reference only and do not limit the terms or application of the applicable section. Capitalized terms are defined in Section 12 (Definitions) and in context to ease understanding. Your trust is very important to us. If you have questions about this agreement, please contact our [Community Care Team](#).

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1. Our Relationship with You

1.a We register qualified non-profit organizations (“**Participating Nonprofits**”) and provide information about them to eBay Users, PayPal Users, and users of other websites and services with which we partner. We provide tools and information about registering as a Participating Nonprofit on the PayPal Giving Fund Website.

1.b We accept and process donations from Donors, which we distribute to the Participating Nonprofit selected by the Donor, subject to the terms of our [Donation Delivery Policy](#). We also issue receipts to Donors for each donation they make to allow Donors to deduct their donations as permitted by applicable tax law.

1.c Participating Nonprofits may act as Direct Sellers within eBay Giving Works by posting their own items for sale on eBay and raising funds through those sales.

2. Your Eligibility to Register

2.a Participating Nonprofits must be eligible to receive tax-deductible charitable contributions under Section 170 of the Code (a "Tax-Deductible Organization") and must meet the requirements to be treated as either a "Public Charity" under Section 509(a) of the Code or a "Private Operating Foundation" under IRS regulations. Private Non-Operating Foundations and Supporting Organizations are not eligible to become Participating Nonprofits. In addition, your PayPal account must be in good standing, including remaining confirmed as a charity and not being subject to any limitations. You must promptly update and notify us in case of any changes to your status as a Tax-Deductible Organization, and/or if the IRS or any state or local government agency initiates an inquiry into your status. You agree to provide any information that we may reasonably request related to your status as a Tax-Deductible Organization or a Public Charity. Participating Nonprofits must comply with our [Nonprofit Certification Policy](#). We reserve the right to deny or revoke Participating Nonprofit status to any NPO that fails, in PayPal Giving Fund's sole discretion and determination, to meet these standards. You acknowledge and consent to our use of third party service providers to review and verify your status as a Tax-Deductible Organization, Public Charity, or Private Operating Foundation.

2.b You must register with PayPal Giving Fund and complete a **"Nonprofit Profile"** to become a Participating Nonprofit, which will include:

1. (i) Your organization's current legal **"Name"** and, if you have one, an electronic version of your **"Logo"** that meets our technical requirements;
2. (ii) A written **"Mission Statement"** that describes your charitable purposes;
3. (iii) Proof of your status as a Tax-Deductible Organization and as a Public Charity or Private Operating Foundation (**"Proof of Status"**) such as a copy of your 501©(3) determination letter from the IRS;
4. (iv) A valid, working email address; and
5. (v) The e-mail address associated with your PayPal account.

2.c You will be considered a Participating Nonprofit only after we have reviewed your completed Nonprofit Profile and approved you as a Participating Nonprofit. You will remain a Participating Nonprofit until this Agreement is terminated for any reason. You acknowledge and consent to our use of third party service providers to review and verify the information in your Nonprofit Profile.

2.d You may update your Nonprofit Profile using our online tools or by contacting us. You agree to update your Nonprofit Profile as necessary to maintain its accuracy, or when requested by us. We will treat your Nonprofit Profile according to the terms of our [Privacy Policy](#).

3. Your Obligations

3.a You hereby grant PayPal Giving Fund a non-exclusive license to use your Name, Logo and Mission Statement during the term of this Agreement to identify your organization as a Participating

Nonprofit on the PayPal Giving Fund Website, [eBay.com](https://www.eBay.com) website, PayPal's website, and other websites and services with which we may partner, as well as related marketing materials, such as marketing emails. We acknowledge that you retain ownership of your trademarks, trade names and servicemarks and any associated goodwill.

3.b Participating Nonprofits bear sole responsibility for complying with all laws, rules and regulations applicable to your activities under this Agreement and to your status as a Tax-Deductible Organization and Public Charity or Private Operating Foundation. You understand that you may have obligations to register under state or local laws regarding charitable solicitations, and that we have no obligation to assist with any such registration. You agree that we have no liability for your failure to register properly. You agree to bear all costs associated with your compliance with such requirements. You agree that, for purposes of state charitable solicitation laws or regulations, nothing in this Agreement is intended to cause PayPal Giving Fund in any way to act as a professional fundraiser or fundraising counsel on your behalf.

3.c You agree to abide by the [Nonprofit Certification Policy](#) as well as any other standards we may communicate to you in the course of your use of the PayPal Giving Fund Services.

4. Receiving Donations

4.a We post information about Participating Nonprofits-which may include your Name, Logo and Mission Statement-on the PayPal Giving Fund Website, on [eBay.com](https://www.eBay.com), on [PayPal.com](https://www.PayPal.com), and on other websites and services with which we may partner for purposes of soliciting donations to PayPal Giving Fund. PayPal Users and users of other websites and services will have access to that information through our Services as well as through the websites and services with which we partner.

4.b You acknowledge that we make no promise that you will receive any donations as a result of your status as a Participating Nonprofit.

4.c Distributions made under this Agreement will be made into the PayPal Confirmed Nonprofit Account identified in your Nonprofit Profile. You agree to take any actions necessary to authorize us to make such transfers to you, and you will not hold us liable if you provide us with inaccurate or incomplete information about your PayPal or bank account. Any distribution we may make to you is subject to our [Donor Terms of Service](#) and our [Donation Delivery Policy](#).

4.d Donors make their donations to PayPal Giving Fund and not to Participating Nonprofits. PayPal Giving Fund issues all legally required tax receipts to Donors. We, in turn, make charitable distributions to qualifying Participating Nonprofits that are recommended by Donors, subject to our [Donation Delivery Policy](#). As a result, any donations your organization receives pursuant to this Agreement are made by PayPal Giving Fund, not by Donors. PayPal Giving Fund retains exclusive legal control over all donations received by it from Donors, and PayPal Giving Fund exercises its discretion in making grants to you.

4.e Pursuant to our [Privacy Policy](#), PayPal Giving Fund may disclose to you information about Donors, including name and contact information. You agree that PayPal Giving Fund discloses this information to you only for the purpose of enabling you to acknowledge donations, to resolve any issues with donations, and to provide a reasonable amount of information about your charitable work. You become the data controller of the Donor's personal information that we provide to you for this limited purpose. You must not use the Donor's personal information for any other purpose without

the Donor's further consent, including but not limited to for marketing purposes. You agree you will obtain consent from Donors to use the information we provide to you for any purpose beyond what is contained in this clause.

4.f We reserve the right not to distribute a donation to you (even if you are recommended by a Donor for a particular donation), if, in our sole discretion and determination:

1. we are unable to deliver it (e.g., if the PayPal account and/or contact information in your Nonprofit Profile is invalid, or delivery would not be in accordance with the [Donor Terms of Service](#) and/or [Donation Delivery Policy](#);
2. (ii) at any time you are in breach of this Agreement;
3. (iii) you cease to have status as a Tax-Deductible Organization, Public Charity, or Private Operating Foundation, or you have been designated a Supporting Organization by the IRS;
4. (iv) doing so would cause us to be out of compliance with applicable laws;
5. (v) doing so would bring us into disrepute; or
6. (vi) you otherwise cease to qualify as a Participating Nonprofit in good standing.

In any such case, we reserve the right to redirect any donation to another entity, or to use or dispense with the donation in any manner consistent with our policies and charitable purposes.

4.g You agree to promptly return to us the full amount of any donation you receive from us if, when you receive it:

1. (i) you have ceased to have status as a Tax-Deductible Organization, Public Charity, or Private Operating Foundation, or you have been designated a Supporting Organization by the IRS;
2. (ii) this Agreement has terminated;
3. (iii) you are not a Participating Nonprofit in good standing; or
4. (iv) we have notified you that a Donor is due a donation refund. We may, in our sole discretion, elect to offset a future donation rather than requesting that you return to us an amount that we have already donated to you.

4.h We provide Participating Nonprofits with opportunities to benefit from our programs. Requesting not to participate in any particular program or product will not in general affect your eligibility for others or your status as a Participating Nonprofit. If you opt out of receiving donations through the eBay for Charity program you may no longer be entitled to benefit from eBay Direct Selling.

4.i Funds granted by PayPal Giving Fund may only be used for charitable purposes. Such funds may not confer an impermissible private benefit on any donor, such as memberships that are not 100% tax deductible, tickets for a charity event, or to honor a legally binding pledge, and may also not be used to engage in, support, or promote hate, violence, terrorist activity, related training of any kind, money laundering, or other illegal activities, whether directly or indirectly through support of, or cooperation with, other persons and organizations engaged in such activities.

5. eBay Direct Selling

Participating Nonprofits may, at eBay's sole discretion, be entitled to act as Direct Sellers within the eBay for Charity program by posting their own items for sale on eBay and raising funds through those sales.

5.a You may register your eBay ID with eBay to indicate that the proceeds from charitable listings using that eBay ID are sold by you, as the Participating Nonprofit, or your agent.

5.b You acknowledge that when selling Listings on your own behalf (as a Direct Seller), such sales are transactions between you and the relevant buyers(s) and you remain solely responsible for delivery of items and collections of amounts owed to you by buyers.

5.c PLEASE NOTE CAREFULLY: if you submit a Listing to eBay through an eBay seller ID that is not registered as a Direct Seller for the relevant Participating Charity, we shall treat the Listing as though it was listed by an ordinary Community Seller. As such, all policies applicable to Community Sellers will be applicable to such Listings. Whenever you submit a Listing, you should be certain that your eBay Seller ID has been registered with eBay as a Direct Seller and your organization is identified as the Charitable Beneficiary.

6. License and Access to PayPal Giving Fund Website

6.a While you are a Participating Nonprofit, you may access the **"Nonprofit Area"** and other parts of the PayPal Giving Fund Website for the purposes contemplated by this Agreement. During the term of this Agreement and subject to the terms and conditions herein, we grant you a non-exclusive, non-transferable, non-sublicenseable license to download, install and display the software, scripts and other content (e.g., graphics) that we have specifically identified as available for download.

6.b Certain limitations and restrictions apply to the licenses and rights granted to you in this Agreement. You understand and agree that these licenses and rights may be exercised only by your employees and agents (including volunteers) acting on your behalf, that you are responsible for their conduct in using the PayPal Giving Fund Website, and that these licenses and rights may not be assigned to any other person or entity or used on another's behalf.

6.c You acknowledge that we own the PayPal Giving Fund Website (including the Nonprofit Area) and all associated intellectual property rights. All rights that are not expressly granted to you by this Agreement are expressly reserved by us.

6.d You understand that this Agreement does not grant a license or any other right to access or to use PayPal services or the services of our partners. Your use of those services remains subject to the terms and conditions of any agreement between you and those partners, and/or between you and PayPal, as applicable.

7. Donation Deductions and Fees

7.a We do not charge you a fee for becoming a Participating Nonprofit or for using the Nonprofit Area or any of our PayPal Giving Fund services. In some cases, our ecommerce partners may choose to charge fees on donations made through their platforms, and they will disclose such fees on their platforms.

8. Taxes 8.a Notwithstanding your status as a Tax-Deductible Organization, you will be responsible for all sales, use, value added or other similar taxes, duties, levies, charges or assessments applicable or payable in connection with donations made to your organization pursuant to this Agreement.

9. Warranties and Disclaimers

9.a You represent and warrant to us that:

1. (i) you are, and at all times during the term of this Agreement will remain, a Tax-Deductible Organization with Private Operating Foundation or Public Charity status described in sections 501(c)(3) and 509(a) of the Code. You will promptly notify PayPal Giving Fund if you are designated as a Private Non-Operating Foundation or Supporting Organization by the IRS;
2. (ii) you will utilize donations received from PayPal Giving Fund in a manner that is consistent with such status;
3. (iii) you will at all times use our Services in compliance with all applicable laws, rules and regulations, including any requirements governing charitable status and solicitation of charitable donations;
4. (iv) all information provided by you in your Nonprofit Profile is true and accurate at all times;
5. (v) you have the right to provide all information provided by you in your Nonprofit Profile or otherwise, the right to authorize us to use this information as contemplated herein, and the right to enter into this Agreement on behalf of your organization;
6. (vi) you have the right to grant the licenses to PayPal Giving Fund hereunder; and our use, as contemplated by this Agreement, of materials or rights licensed hereunder, will not infringe the intellectual property rights or similar rights of any third party;
7. (vii) you will not disparage PayPal Giving Fund, PayPal Charitable Giving Fund, eBay, PayPal, any other Participating Nonprofit, or any partner or sponsor of PayPal Giving Fund identified within the PayPal Giving Fund Website; and
8. (viii) you will at all times comply with the terms and conditions of this Agreement and any terms of use or other agreements you may have with PayPal and/or any partners of PayPal Giving Fund.

9.b You agree to indemnify, hold harmless, and, at our option, defend PayPal Giving Fund and its officers, directors, employees, licensees, agents and vendors from and against all claims, costs, losses, damages, expenses (including attorneys' fees and court costs) and liabilities arising from your breach or alleged breach of any obligation, covenant, representation or warranty under this Agreement. If PayPal Giving Fund requires you to provide defense of any matter for which indemnity is or may be due hereunder, PayPal Giving Fund may participate in such defense by counsel of its choice at its own expense. You will not settle any claim for which indemnity is due hereunder unless such settlement completely and forever releases PayPal Giving Fund and the other indemnified parties with respect to such claim, or unless PayPal Giving Fund provides its prior written consent. Any settlement imposing or requiring PayPal Giving Fund to take or refrain from taking any action will require the prior written consent of PayPal Giving Fund.

9.c WE MAKE AVAILABLE THE PAYPAL GIVING FUND WEBSITE, THE NONPROFIT AREA AND NONPROFIT PROFILE FOR CHARITABLE PURPOSES, AND NOT FOR COMMERCIAL, FOR-PROFIT

PURPOSES. YOU ACKNOWLEDGE THAT THE PAYPAL GIVING FUND WEBSITE, THE NONPROFIT AREA AND NONPROFIT PROFILE, AND OUR PERFORMANCE HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS, AND WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES UNDER THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, DATA ACCURACY OR SYSTEM INTEGRATION. NO WARRANTY IS MADE BY US ON THE BASIS OF TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. YOU ACKNOWLEDGE THAT WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE PERFORMANCE, EFFICIENCY OR AVAILABILITY (INCLUDING "UPTIME") OF THE PAYPAL GIVING FUND WEBSITE OR THE NONPROFIT AREA AND NONPROFIT PROFILE. NO REPRESENTATION OR WARRANTY IS MADE THAT OPERATION OF THE PAYPAL GIVING FUND WEBSITE (INCLUDING THE NONPROFIT AREA AND NONPROFIT PROFILE) WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE PAYPAL GIVING FUND WEBSITE (INCLUDING THE NONPROFIT AREA, AND NONPROFIT PROFILE) WILL OPERATE AS EXPECTED OR WILL MEET YOUR PARTICULAR NEEDS OR PURPOSES. YOU ACKNOWLEDGE THAT WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING ANY LEGAL REQUIREMENTS TO WHICH YOUR ORGANIZATION MAY BE SUBJECT, SUCH AS, BY WAY OF EXAMPLE, ANY REGISTRATION REQUIREMENTS RELATED TO CHARITABLE SOLICITATIONS; NOR DO WE MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE APPLICABILITY OF TAX LAWS TO YOUR ORGANIZATION OR TO ANY COMMUNITY SELLER OR DONOR, SUCH AS, BY WAY OF EXAMPLE, ANY COMMUNITY SELLER'S ABILITY TO OBTAIN TAX DEDUCTIONS OR OTHER TAX BENEFITS IN CONNECTION WITH DONATIONS MADE THROUGH EBAY FOR CHARITY. YOU ACKNOWLEDGE THAT WE MAKE NO REPRESENTATIONS OR WARRANTIES TO YOU THAT YOU WILL RECEIVE ANY MINIMUM AMOUNT OF DONATIONS OR ANY DONATIONS AT ALL UNDER THIS AGREEMENT.

9.d IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST REVENUES, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR CUMULATIVE LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT OR STRICT LIABILITY, SHALL NOT EXCEED \$10. THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. IF YOU HAVE AUTHORIZED ANY THIRD PARTY TO ENTER THIS AGREEMENT ON YOUR BEHALF (e.g., AN ASSOCIATION OF NONPROFIT ORGANIZATIONS OR AGENT), OR TO PERFORM ON YOUR BEHALF (e.g., TO RECEIVE AND PROCESS ANY DONATIONS MADE TO YOU), YOU UNDERSTAND AND AGREE THAT YOU ARE RESPONSIBLE FOR THE ACTS AND OMISSIONS OF THAT THIRD PARTY, AND WE HAVE NO RESPONSIBILITY UNDER THIS AGREEMENT OR ANY LIABILITY TO YOU ARISING DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH THAT THIRD PARTY'S ACTS OR OMISSIONS. YOU ACKNOWLEDGE THAT THE PROVISIONS OF THIS PARAGRAPH AND THE PRECEDING PARAGRAPH FORM AN ESSENTIAL BASIS OF THE ARRANGEMENT BETWEEN YOU AND US, AND ABSENT THE DISCLAIMERS, LIMITATIONS AND EXCLUSIONS OF OUR LIABILITY SET FORTH ABOVE, THE TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

10. Term and Termination

10.a This Agreement becomes effective when you have accepted it by following the instructions on the PayPal Giving Fund Website. Once in effect, this Agreement will continue until terminated by either of us.

10.b You may terminate this Agreement (and cancel your status as a Participating Nonprofit) at any time and for any reason by providing 7 days advance written notice to us.

10.c If you breach this Agreement at any time, you will not be considered to be in good standing. We may suspend your access to the PayPal Giving Fund Website and/or the Nonprofit Area if we determine in our sole discretion that we will not permit you to remedy a breach. We may terminate this Agreement at any time and for any reason by providing notice to you in accordance with this Agreement.

10.d After termination of this Agreement, we will exercise reasonable efforts to promptly remove your Name, Mission Statement and Logo from the PayPal Giving Fund Website. Upon such removal, the licenses you have granted to us in such materials will expire.

10.e Neither you nor PayPal Giving Fund shall have any obligation to each other following the termination of this Agreement, except those obligations that survive this Agreement, as set forth in Section 10(f).

10.f The obligations of Sections 3.b, 4.e, 4.f, 4.g, 6.b, 6.c, 6.d, 8.a, 9, 10.d, this 10.f and 11 will survive the termination of this Agreement.

11. Miscellaneous Terms and Conditions

11.a This Agreement, together with any other documents incorporated herein by reference (including, without limitation, the [Privacy Policy](#), [Donation Delivery Policy](#), and [Nonprofit Certification Policy](#)), constitutes the entire Agreement between us and supersedes all previous negotiation, understandings and agreements between us in relation to its subject matter.

11.b You acknowledge that nothing in this Agreement creates a partnership, joint venture, or employer-employee relationship, and neither party is acting as an agent of the other party. For purposes of clarity, neither party has any authority to make any commitments on behalf of the other party or to purport to bind the other party in any manner or to any extent.

11.c We may give notice pursuant to this Agreement by any means of contact in your Nonprofit Profile and notice will be effective when sent. If you fail to provide valid and current contact information as required, you waive your right to receive notices under this Agreement during the period of such failure. Notices may also be given by posting information within the PayPal Giving Fund Website and, except as required by the following Section 11.d, will be deemed effective when posted. Notices from you to us must be given by email or other means provided within the PayPal Giving Fund Website and will be deemed given when actually received by us.

11.d We may amend this Agreement at any time by posting amended terms on the PayPal Giving Fund Website. We will send a message to the email address in your Nonprofit Profile alerting you. Except as otherwise expressly stated in such a posting, all amended terms shall automatically be effective and legally binding upon you 14 days after having been posted on the PayPal Giving Fund Website. Your continuation as a Participating Nonprofit, and/or your continued access to or use of the PayPal Giving Fund Website after such 14 day period will constitute your complete consent and acceptance to all such amended terms. If you do not accept the amended terms you may terminate

this Agreement as set forth in Section 10 of this Agreement. Apart from such posting by us, this Agreement may not otherwise be amended except in a written document (i) that expressly references this Agreement and/or any affected amended terms as posted by us and (ii) that is executed by both you and us.

11.e Should any provision of this Agreement be held by a court or other tribunal of competent jurisdiction to be void, illegal, invalid, inoperative, or unenforceable, the remaining provisions of this Agreement shall not be affected and shall continue in effect, and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

11.f You may not assign this Agreement without our prior written consent; any attempted assignment in violation of the foregoing will be null and void. We may assign this Agreement to any third party without your consent. All the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the respective successors and permitted assigns of you and us.

11.g Our failure to partially or fully exercise any right will not be considered a waiver of that right unless we so state in writing to you. The waiver of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Agreement. Any remedies made available to us by the terms of this Agreement are cumulative and are without prejudice to any other remedies that may be available to us in law or equity.

11.h Any dispute between you and PayPal Giving Fund which cannot be resolved by negotiation shall be submitted to mediation, and if mediation fails, arbitration, under the rules of the American Arbitration Association, or any comparable entity that you and we may subsequently agree upon in writing. Any arbitration award issued by the arbitrator shall be final, binding, and enforceable in any court of competent jurisdiction. Notwithstanding the foregoing, you acknowledge that unauthorized use of our proprietary materials, information or technology may cause irreparable harm to PayPal Giving Fund for which monetary damages would be an inadequate remedy. Accordingly, we have the right, without necessity of posting bond, to seek injunctive or other equitable relief from any court of competent jurisdiction to protect our rights in intellectual property or confidential information.

11.i This Agreement shall be governed and interpreted in accordance with the laws of California without regard to its principles of conflict of laws. Venue for mediation, arbitration, or litigation of any dispute, controversy, or claim arising out of, in connection with, or in relation to this Agreement, or the breach thereof, shall be proper only within a mediation or arbitration process or in a tribunal of competent jurisdiction within California.

12. Definitions

"Agreement" means this agreement (including all subsequent amendments) and all incorporated documents and policies.

"Code" means the Internal Revenue Code of 1986, as amended.

"Community Selling" is a program whereby an eBay User who is selling an item on the [eBay.com](https://www.eBay.com) website donates a portion of the final sale price from his or listing to a Participating Nonprofit.

"Direct Seller" means a Participating Charity, or any of its employees or authorized agents, that registers with eBay so as to sell Listings through eBay for Charity in support of its own organization.

"Donors" means users of websites and services who make a donation to us with a recommendation to grant that amount to any Participating Nonprofit.

"eBay Users" means any persons or entities using the [eBay.com](https://www.eBay.com) website, including you if applicable.

"Logo" means your organization's trademark, servicemark or other graphic representation by which your organization identifies itself.

"Mission Statement" means a written description of your organization's charitable purpose and/or activities.

"Name" means your organization's current legal name.

"Nonprofit Area" means the non-public portion of the PayPal Giving Fund Website that is restricted by username and password authentication.

"Nonprofit Profile" means the online profile on the PayPal Giving Fund Website that is described in Section 2.b.

"Participating Nonprofit" means a nonprofit organization that meets the requirements of Section 2.a of this Agreement, has completed a Nonprofit Profile pursuant to Section 2.b of this Agreement, has been approved by us, and has not breached this Agreement.

"PayPal Giving Fund Website" means any website owned and/or operated by PayPal Giving Fund, including www.paypalgivingfund.org and its subdomains.

"PayPal Users" means any persons or entities using the services or websites operated by PayPal Inc. and its affiliates.

"Privacy Policy" means our privacy policy, as updated from time to time, as found on the PayPal Giving Fund Website.

"Proof of Status" means written or electronic proof of your status as a Tax-Deductible Organization and Public Charity or Private Operating Foundation.

"Public Charity" means a Tax-Deductible Organization that meets the requirements to be treated as a public charity as described in Section 509(a) of the Code.

"Tax-Deductible Organization" means a nonprofit that is eligible to receive tax-deductible charitable contributions under Section 170 of the Code.

"We" and/or **"Us"** means PayPal Giving Fund.

End of Terms and Conditions