

TERMS OF USE

The Community Foundation of Greater Memphis (the “Foundation”) welcomes you to WHEREtoGIVEmidsouth.org (the “Site”). The Foundation provides this website and its services to you subject to these Terms of Use (the “Terms of Use”), which constitute a binding contract between you and the Foundation and govern your use of the Site. The Internet is an evolving medium; we may change the terms of these Terms of Use from time to time. By continuing to use the Site after we post any such changes, you accept these Terms of Use as modified.

We reserve the right to deny access to this Site, or any service provided via this website, to anyone who violates these Terms of Use or who, in our judgment, interferes with the ability of others to enjoy the Site, or infringes the rights of others.

PRIVACY. We respect the privacy of visitors to the Site. Please take a moment to review our [privacy policy](#).

INTELLECTUAL PROPERTY RIGHTS

The materials provided on the Site, including but not limited to information, documents, articles, images, photos, text, graphics, logos, button icons, images, digital downloads, software, video clips, sound clips and data compilations (“Site Content”) are provided either by the Foundation or by its service providers and may be copyrighted or protected by other laws governing intellectual property or proprietary rights. The Foundation grants you a non-exclusive, revocable, limited license to view and use the Site, the Site Content and those services offered via the Site (e.g., donation acceptance and processing services) for personal, non-commercial purposes.

Permission from the Foundation must be obtained before any Site Content or any services offered through the Site are copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means, except in connection with the following permitted uses (“Permitted Uses”): (1) learning about nonprofit organizations for purposes of evaluating them as potential recipients of personal charitable donations or donations from funds housed within the Foundation; (2) investigating nonprofit organizations for purposes of providing goods or services to them or entering into other business relationships with them; and (3) conducting comparative or other “best practices” research purposes. Any permitted reproduction, distribution or other use of such information must be accompanied by the following notice: “© 2015 by WHEREtoGIVEmidsouth.org. Reprinted with permission from the Community Foundation of Greater Memphis (DATE)].” For our records, we request that you provide us with a copy of the material in which our information is used.

All Site Content is the exclusive property of the Foundation, its affiliates or its service providers and is protected by copyright, trademark and other intellectual property laws, regulations and standards. Except as expressly permitted herein, these materials may not be copied, reproduced, or distributed for commercial purposes, nor may these materials be modified, uploaded, downloaded or reposted, in whole or in part, to other websites. You may not reproduce, modify, distribute or publicly display the Site or the Site Content, in whole or in part, except as is expressly authorized by these Terms of Use. If you would like to make copies and/or distribute any portion of the Site or the Site Content in ways not expressly authorized by these Terms of Use, you must contact the Foundation for written permission, which it may grant or withhold in its sole discretion.

Links to the Site. The Foundation welcomes links to the Site. You are free to establish a hypertext link to the home page of the Site so long as (a) the link does not state or imply any sponsorship of your site by

the Foundation; and (b) you do not link to any page within the Site beyond the home page or first page without first obtaining the Foundation's prior written consent.

No Framing. Without the Foundation's prior written permission, you may not frame or in-line link any of the Site Content or any services offered through the Site, or incorporate into any other website or other service any of the intellectual property of the Site, the Foundation or its service providers.

COPYRIGHT INFRINGEMENT

Notice and Takedown Request. The Foundation respects others' intellectual property rights; however, the Site contains information that is provided by or obtained from third-party sources. If you believe that your copyrighted material is being infringed by anything on the Site, you may submit a notification pursuant to the Digital Millennium Copyright Act by providing a writing statement to the Foundation's Copyright Agent at wtginfo@cfgm.org (via electronic mail) or 1900 Union Avenue, Memphis, TN 38104 (via certified or registered mail), which notification must include: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest that allegedly has been infringed; (2) a description of the copyrighted work that you claim has been infringed, including the web page address of the location where the copyrighted work exists or a copy of the copyrighted work; (3) a description or location of the material on the Site that you claim is infringing; (4) information we can use to contact you, including your address, telephone number, and e-mail address; (5) a statement by you that you have a good faith belief that the use of the allegedly infringing material is without the authorization of the copyright owner, its agent, or applicable law; and (6) a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Counter-Notice. If you believe that any content that you previously submitted to the Site that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to applicable law, to post and use the content at issue, you may send a counter-notice containing the following information to the Foundation's Copyright Agent at the physical and/or e-mail address set forth above, which counter-notice must include: (1) your physical or electronic signature; (2) identification of the content that has been removed or to which access has been disabled and the location within the Site at which the content appeared before it was removed or disabled; (3) a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and (4) your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in which your address is located, and a statement that you will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received by the Foundation's Copyright Agent, the Foundation may send a copy of the counter-notice to the original complaining party informing that person that the Foundation may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at the Foundation's sole discretion.

NO UNLAWFUL OR PROHIBITED USE

While using the Site, you may not:

- restrict or inhibit any other user from using or viewing the Site;
- use the Site for the benefit of any third party, other than to accomplish a Permitted Use;

- republish or distribute (except as necessary to accomplish a Permitted Use), change, modify, mirror, frame, rent or sell in any manner, directly or indirectly, any component of the Site, any services offered through the Site or the Site Content, or any derivative works with respect thereto, without prior written consent by the Foundation;
- disassemble, decode, decompile or otherwise reverse engineer the Site, any services offered through the Site or the Site Content or any interfaces or software programs comprising the same;
- use any data mining, robot, spider, scraper, or other automated means to access the Site, any services offered through the Site or the Site Content for any purpose without our express written permission; however, this provision shall not apply to the indexing or updating of search engines;
- take any action that would impede or interfere with the operation of the Site, any services offered through the Site or the Site Content or materially alter the contents of the Site, any services offered through the Site or the Site Content without the consent of the Foundation;
- transmit to the Site or any services offered through the Site any information or software that contains a virus, Trojan horse, worm, or other harmful component;
- upload, post, e-mail or transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, libelous or obscene;
- Impersonate any person or entity, attempt to hide the origin of any content you submit to the Site or falsely state or otherwise misrepresent your affiliation with another entity;
- Upload, post, email transmit or any content that you do not have a right to make available under any law or under any contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- Upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary right of any party;
- Upload, post, e-mail, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, or any other form of solicitation, without our express written approval;
- Instigate or encourage others to commit illegal activities or cause injury or property damage to any person;
- Collect or store personal data about other visitors; or
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Site.

CONTENT SUBMISSION GUIDELINES

You agree to abide by the restrictions set forth above with respect to your submission of any content to the Site. You are solely responsible for the materials you upload to the Site. The Foundation is not under any obligation to monitor the information residing on or transmitted to the Site, but if it should choose to do so, any party posting information to the Site agrees that the Foundation may modify or delete any information residing on or transmitted to the Site that, in its sole discretion, it believes is offensive, inappropriate, unacceptable, in violation of these Terms of Use, a violation of rights or of any law or regulation, or impedes the operation or management of the Site. The use, display, distribution or publication of any materials posted by third parties on the Site does not constitute or imply an endorsement of such materials or their contents by the Foundation and the Foundation expressly disclaims all responsibility for such materials.

Any party posting information represents that he or she is the sole owner of all rights in such materials, including copyrights, or otherwise has all necessary rights to use and license the use of such materials. The posting party agrees that the Foundation may use in any manner and without limitation all such posted materials, that all such materials will become a part of the Foundation database, and the Foundation will own all content that it creates based upon or incorporating such material. The posting party hereby grants to the Foundation and its representatives and agents a perpetual, worldwide, irrevocable right and license to use, reproduce, display, publish, perform, modify and distribute such materials and any portion or derivative work thereof, with the right to assign and sublicense, without any obligation of compensation, credit or attribution to the posting party.

Please note that you are solely responsible for the documents you upload to the Site. Without limiting the restrictions set forth above in the Prohibited Use section, you agree that you will not upload Schedule B (List of Contributors) with the Form 990 for any public charity. You agree to block any signatures, social security numbers, and personal addresses from documents that you upload to the Site. The Foundation reserves the right to refuse any document for any reason. In addition, the Foundation has the right to remove or disable access to any document at any time for any reason.

NO ENDORSEMENT

Unless otherwise specifically indicated, the presence of information on the Site regarding any nonprofit organization does not mean that the Foundation endorses or supports that organization. The information provided on each profile is provided by the nonprofit organization itself or obtained from publicly available data. The Foundation does not guarantee the accuracy of any such data or make any representations or warranties with regard to any organization profile in this database. An organizational profile, as viewed or printed from this system, is not intended to be a user's complete source of information regarding an organization. Rather, it can serve as a way for a user to initially screen an organization and decide if that organization warrants further examination. Whenever possible, the Foundation will attempt to provide explanation for any data discrepancies. If prospective donors have further questions about an organization, they may either contact the organization directly or contact the Foundation.

The Site may contain links to third-party websites which are not under the control of the Foundation. The Foundation is not responsible for the content of any linked site or for any link contained in a linked site, or any changes or updates to such sites. The Foundation is providing these links to you only as a convenience, and the inclusion of any link does not imply that the Foundation endorses, guarantees, or accepts any responsibility for the content on such a third-party site. If you link to a third-party website, you will be subject to such website's legal terms and policies including, without limitation, such website's terms of use and privacy policy.

NO FINANCIAL, LEGAL OR TAX ADVICE

The information on the Site is provided for educational and/or informational purposes only. Such information or materials do not constitute and are not intended to provide legal, accounting, or tax advice and should not be relied on for any such purpose. We suggest that you consult an attorney, accountant and/or financial advisor to answer any financial or legal questions.

ADVERTISERS

The Foundation may, in its sole discretion, accept advertising on the Site. However, the Foundation makes no representations or warranties of any kind, whether express or implied, regarding any of the advertisements located on the Site. You agree that each advertiser, and not the Foundation, is responsible for the accuracy and content of its advertisements. Any dealings that you have with advertisers found on the Site are between you and the advertiser. Therefore we recommend that you undertake your own due diligence before entering into any agreement with an advertiser. You acknowledge and agree that we will not be liable for any loss or claim you may have against an advertiser whether arising out of such advertiser's content, services or products. If you decide to use third-party services, you are responsible for reviewing and understanding the terms and conditions governing any third-party services. You agree that the third party, and not the Foundation, is ultimately responsible for the performance of the third-party services and/or the provision of the third-party products.

INDEMNIFICATION

You shall indemnify, defend and hold harmless the Foundation, its affiliates, volunteers, partners and service providers, and their respective directors, officers, employees, affiliates and agents and their heirs, successors and assigns, from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys fees and costs) arising out of or relating to your acts or omissions related to your use of the Site, or any violation by you of these Terms of Use or any applicable law or third party rights. This Section shall survive the termination or expiration of these Terms of Use.

DISCLAIMER

THE SITE AND ALL SITE CONTENT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE, THE SERVICES AVAILABLE THROUGH THE SITE AND THE SITE CONTENT IS AT YOUR SOLE RISK. THE FOUNDATION, ITS AFFILIATES, PARTNERS AND SERVICE PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE OR ANY SERVICES OFFERED THROUGH THE SITE INCLUDING, WITHOUT LIMITATION, THAT THE SITE OR SUCH SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE OF VIRUSES, WORMS OR OTHER MALICIOUS SOFTWARE. THE FOUNDATION DOES NOT WARRANT THAT THE SITE CONTENT WILL BE ACCURATE, UP-TO-DATE, OR OTHERWISE RELIABLE. PLEASE NOTE THAT NO ADVICE OR INFORMATION OBTAINED THROUGH THE SITE OR ANY SERVICES OFFERED THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THIS TERMS OF USE AGREEMENT.

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE FOUNDATION DISCLAIMS ON BEHALF OF ITSELF AS WELL AS ITS AFFILIATES, PARTNERS AND SERVICE PROVIDERS, ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

LIMITATION ON LIABILITY

IN NO EVENT SHALL THE FOUNDATION, ITS AFFILIATES, PARTNERS OR ITS SERVICE PROVIDERS AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, AND SUBSIDIARIES BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS OR DATA ARISING OUT OF OR RESULTING FROM THIS WEB SITE OR CONTENT, UNDER ANY LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSES OF ANY LIMITED REMEDY. YOU AGREE THAT THE FOUNDATION'S LIABILITY AND THE LIABILITY OF ITS AFFILIATES, PARTNERS AND SERVICE PROVIDERS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THE SITE OR ANY OF THE SERVICES PROVIDED HEREUNDER SHALL NOT EXCEED \$1.

SPECIAL JURISDICTIONAL ISSUES

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542 WHICH READS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

GOVERNING LAW; LOCATION OF LAWSUITS

These Terms of Use shall be governed and construed by the laws of the Commonwealth of Virginia, without regard to its choice of law rules. You agree that, by entering into these Terms of Use and accessing and/or using the Site, you are transacting business in the Commonwealth of Virginia and are subject to jurisdiction in its courts. Any legal or equitable action arising from these Terms of Use or in connection with the Site shall be commenced and maintained in a court of competent subject matter jurisdiction within the Commonwealth of Virginia, and you consent to personal jurisdiction and venue in any such court. In the event it is held that jurisdiction or venue is wanting in such a court, an action then may be commenced in any other court having proper jurisdiction under applicable statutes and court rules. In the event of any dispute adjudicated between the parties, whether in litigation or permitted appeal, the prevailing party shall be entitled to recover from the party not prevailing its reasonable attorneys' fees and costs incurred in such proceeding. The parties agree that neither may bring a claim or assert a cause of action against the other, in any forum or manner, more than one (1) year after the cause of action accrued, except where the party could not have reasonably discovered the wrong giving rise to the claim within the basic facts supporting the claim within one (1) year.

OTHER TERMS

These Terms of Use constitute the entire agreement between you and the Foundation in connection with the subject matter hereof. The waiver or any modifications of any provision of this Terms of Use or any right, power or remedy hereunder shall not be effective unless made in writing and signed by the Foundation. No failure or delay by the Foundation in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof. If a court of competent jurisdiction finds any provision of these Terms to be invalid, the parties nevertheless agree that the court should endeavor to

give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect. The Foundation shall have no liability whatever for delays or interruptions in delivery or accessibility of any portion of the Site, interruptions of service or other breach of these Terms of Use due to fire, explosion, lightning, power surge or failure, water, acts of God, war, civil disturbance, terrorism, acts or omissions of communications carriers, or other causes beyond the Foundation's reasonable control.

DONATIONS MADE THROUGH THE DONATE NOW WIDGET or Third Party Donation Services

If you make any donation through the "Donate Now" widget on the Site (the "Donate Now Widget") or another third party donation services available from the Site, you represent and warrant that: (1) you are at least 18 years of age; (2) you possess the legal authority to create a binding legal obligation; (3) all donations made by you are made on behalf of yourself or on behalf of another person for whom you are legally authorized to act; and (4) all information supplied by you is true, accurate, current and complete. Kimbia, Inc. ("Kimbria"), which hosts the Donate Now Widget, is acting only as the agent to those who are making donations through the Site and is an independent contractor for such purposes. You will be responsible for all reversals, chargebacks, claims, fees, fines, penalties and other liability incurred by the Foundation, Kimbia, or any other third party caused by or arising out of your breach of this agreement, and you agree to reimburse Kimbia for any all such liability. The Foundation, its partners, or its service providers are not responsible for your activities, the activities of Kimbia, or other third party donation services in completing donation transactions. You agree that (a) Kimbia is a third party beneficiary under these Terms of Use, (b) the Terms of Use apply to your use of the Donate Now Widget and any other Kimbia services that you access via the Site, and (c) if you violate any provision in the Terms of Use in a manner that adversely affects Kimbia, Kimbia shall have a right to pursue any and all available legal and equitable remedies directly against you.

LICENSES AND RELEASE BETWEEN THE FOUNDATION AND PROFILED AGENCIES

If you are a non-profit organization ("Agency") and/or otherwise have provided information to Foundation or any of its service providers on issues of management and governance, financial history and programs in an agency profile process (the "Agency Profile"), you grant a non-exclusive, fully-paid, irrevocable right to the Foundation to (i) include such Agency Profile in its nonprofit inventory and in the Site Content, (ii) create derivative works of the Agency Profile, and (iii) sublicense the Agency Profile to its service providers and business partners (including, without limitation, GuideStar USA, Inc. and GuideStar.com). You also grant to the Foundation and its agents a non-exclusive right to use any trademarks and tradenames that you include with the Agency Profile and to sublicense them as provided in the foregoing sentence. You represent and warrant your right to grant the licenses set forth herein and that the Agency Profile, trademarks and tradenames are true and accurate, that nothing in the Agency Profile is obscene, libelous or unlawful and that the Agency Profile, trademarks and tradenames do not infringe or otherwise violate any third party's copyright, patent, trade secrets or other intellectual property rights or any third party's rights of privacy or publicity. Agency agrees to and does hereby defend, indemnify and hold harmless the Foundation and its affiliates, volunteers, partners and service providers, and their respective directors, officers, employees, affiliates and agents and their heirs, successors and assigns ("Indemnitees"), from and against any and all liabilities, demands, losses, damages, costs, expenses, fines, amounts paid in settlements or judgments, including without limitation, costs, reasonable attorneys' fees, witnesses' fees, investigation expenses, cost of management time, any and all out-of-pocket expenses, consequential damages, and all other expenses and costs incident thereto (collectively referred to as "Damages") resulting from: (i) any claim, lawsuit, investigation, proceeding, regulatory action, or other cause of action that may be suffered by reason of any loss, damage, death, injury, and/or other reason arising out of or in connection with the trademark, trade name and/or Agency Profile; (ii) the

breach or alleged breach by Agency of the warranties or representations contained in this Terms of Use, and/or (iii) any infringement or alleged infringement or other violation of any patent, trademark, copyright, trade secret, or other intellectual property right or right of privacy or publicity resulting from receipt or use of the Agency Profile, trademarks and/or tradenames. The Agency may make changes to the Agency's Profile by communicating such changes in writing to the Foundation. Any and all changes made to the Agency Profile will be included in the definition of "Agency Profile" for purposes of this license and release.

MODIFICATIONS TO THE SITE

The Foundation, its partners, or its service providers reserves the right, for any reason and without notice, in its sole discretion, to change, modify, add, suspend, remove, discontinue or terminate access, in whole or in part, to the Site or any aspects of the Site at any time. The Foundation further reserves the right to impose registration, password and other securities precautions on access to certain portions of the Site at any time.