

# The Signatry User Agreement

THIS USER AGREEMENT (THE "AGREEMENT") IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND THE SIGNATRY. This Agreement forms an agreement between you and the Servant Foundation d/b/a The Signatry, or, as applicable any one of its supporting organizations and other affiliated organizations (referred to herein as "The Signatry" or "we," or related terms).

## Scope and Formation

This Agreement governs The Signatry's provision of, and your access to, acceptance of, reliance on, and use for any purpose of The Signatry's website(s) including [www.thesignatry.com](http://www.thesignatry.com) (collectively, the "Site"), including the limited-access portions thereof related to making gifts or Recommendations (including new features, any successor site, and the limited-access portion of any other of The Signatry's websites) (referred to as the "Donor Portal"), other parts of The Signatry's systems, and information, materials, products, and services that The Signatry provides in any form or by any means (collectively, the "Services"). This Agreement also governs your gifts to and Recommendations from The Signatry; The Signatry's use of gifts you make to it and information you provide to it; and other public or private communications or actions of you or The Signatry, and interactions between you and The Signatry, related to the consideration, making, facilitation, recording, maintenance, management, administration, exploitation, liquidation, expenditure, or grants of such gifts or recommendations, gifted property, or the proceeds thereof.

Please read this Agreement carefully before you start to use the Site. You accept this Agreement (1) if and when The Signatry approves your Donor Fund, regardless of when you sign, accept, or otherwise indicate formal acceptance of this Agreement; or (2) by making a gift or Recommendation to The Signatry; or (3) accessing, accepting, taking action or refraining from action in reliance on, or otherwise using the Site, another part of the Services, or information, materials, products, or services The Signatry has provided. You acknowledge and agree that you have no rights with respect to The Signatry or the Site, other than the rights expressly granted to you in this Agreement. For example, if you do not agree to be bound by this Agreement, you may not access or use the Donor Portal.

## Definitions

"Authorized Person" means a Donor to The Signatry or any other person or advisor The Signatry authorizes to access information about any Donor Fund or a gift, or provide Recommendations related to a Donor Fund, and who, when The Signatry has required, has executed an access agreement or other applicable documentation and received a user name and password.

"Confidential Information" means any information about The Signatry or a director, officer, employee, agent, or contractor of or with The Signatry, a donor or fund-advisor to The Signatry other than you, or a fund of The Signatry (including information about fund transactions) with regard to which you are not an Authorized Person, that The Signatry has not disclosed intentionally to the general public (including the fact that a person is a donor or fund-advisor to The Signatry, and any computer code owned or licensed by The Signatry).

"Donor" means one or more persons (including individuals, for-profit corporations, partnerships, limited partnerships, limited liability companies, non-profit entities, donor advised funds, trusts, and estates) that

make one or more gifts to The Signatry, whether to a Donor Fund or otherwise and is authorized to have Complete access with respect to a Donor Fund. The term Donor also includes any successor Donor of Record authorized herein.

“Donor Fund” means any fund of The Signatry which is managed by The Signatry and in which the Signatry permits an Authorized Person with Complete or Limited access to make Recommendations related to such Donor Fund, generally including but not limited to any gifts made to The Signatry Donor Advised Funds. Other gifts made by a Donor to The Signatry may not include the option to make Recommendations due to the nature and manner of such gift and are not considered to be made to a Donor Fund under this Agreement.

“Recommendation” means providing grant recommendations for a Donor Fund or investment recommendations for a Donor Fund by an Authorized Person with Complete or Limited access, provided that all such recommendations are advisory in nature and The Signatry shall be responsible for making the final decision with respect to all grant or investment decisions.

### **Contributions to The Signatry, Allocations, and Receipts**

You represent and agree that each payment of cash or other transfer of property you have made or hereafter make to The Signatry, unless otherwise expressly agreed beforehand, is a charitable gift, is irrevocable and nonrefundable, does not render you legally insolvent and is not otherwise a voidable transaction, and that The Signatry is the absolute and unconditional legal owner of any property transferred, and maintains full discretion and control as to its use, without limitation other than the broad charitable-use limitation in the next sentence, and the advisory privileges described below. The Signatry agrees that it will not knowingly use any such gift or its proceeds for any purpose other than one described in Internal Revenue Code Section 501(c)(3) (or its successor). You further agree and understand that The Signatry may accept or decline to accept any payment of cash or other property you make or purport to make to The Signatry. If The Signatry elects to accept a payment, the gift is complete at the time of The Signatry’s acceptance. The extent of any charitable deduction depends on the type of asset being contributed and your particular tax situation. Please consult your legal or tax advisor for more information.

Each gift should be accompanied by all required documentation and the applicable fund number. The Signatry will determine the timing and execution of any sales strategy for any asset in its sole discretion and reserves the right to sell at anytime. Unless otherwise agreed The Signatry will generally liquidate any non-cash assets received and invest the proceeds through the applicable fund. Any unidentified assets or liquidated proceeds thereof received by The Signatry may applied to The Signatry’s general fund.

The Signatry will issue receipts for each eligible gift received. Cash or equivalent gift receipts will generally include the value of the gift and the date received. Marketable securities and more complex asset gift receipts may not include a value but will include a description of the marketable securities and/or assets. It is the responsibility of the Donor to substantiate the value of the gift in accordance with the rules and regulations of the IRS. For gifts over \$250, the IRS requires that the Donor obtain a contemporaneous receipt and retain it for gift substantiation purposes. Donors may login to the Donor Portal to print receipts for most gifts or receipts are available by contacting The Signatry.

## Grant Advisory Privileges and Responsibilities for Donors and Authorized Persons

Each Donor Fund may only have one “Donor of Record” who is entitled to receive official notices (including quarterly statements) related to such Donor Fund. An additional Donor, such as a spouse or other trusted individual, may be named for a Donor Fund and such additional Donor will have Complete access as an Authorized Person for such Donor Fund but will not receive official notices as the Donor of Record. The Donor of Record may be changed only by an Authorized Person with Complete access to the Donor Fund.

Any Authorized Person with Complete access to a Donor Fund may request the addition or removal of Authorized Persons and recommend access levels for such Authorized Person. Each Authorized Persons must be of legal age to enter into contracts and agree to this Agreement. Each Authorized Persons will have one of three access levels for a particular Donor Fund as described below, with the specific individual and access level being recommended by an Authorized Person with Complete access and authorized by The Signatry:

Access Level:	Authorized Actions related to Donor Fund:
Complete	Full access to a Donor Fund with all roles and responsibilities of a Donor.
Limited	Can recommend grants and change investment pools but cannot remove the Donor of Record.
Read / Review only	May be informed of Donor Fund activity but cannot recommend grants or changes to the Donor Fund.

An Authorized Person’s access level may be terminated at any time by an Authorized Person with Complete access through the Donor Portal and such termination will be implemented within a reasonable time by The Signatry. An Authorized Person with Complete access may also appoint successor Donors of Record or Authorized Persons, with such roles requested to take effect upon a certain event, generally the death or incapacity of an Authorized Person, subject to The Signatry’s review, verification, and approval of such successor. An Authorized Person may also provide a Recommendation regarding a grant to be made upon the death or incapacity of a Donor. If any Donor Fund ceases to have any Authorized Person with Complete access (or all such persons are incapacitated), then the board of directors of The Signatry will assume the role of Authorized Person with Complete access relative to such Donor Fund.

You agree that, to the extent you have the ability to provide a Recommendation for a Donor Fund; you will only make Recommendations in accordance with and subject to The Signatry’s policies, procedures and standards. These policies and procedures for grants include but are not limited to a minimum grant requirement of \$100, submission of proper documentation of the grant Recommendation through the Donor Portal or as otherwise permitted by The Signatry, and review by The Signatry of all grants for compliance with all applicable legal and other requirements. Additionally, you agree that, to the extent you have the ability to provide a Recommendation for a Donor Fund, you will not make a Recommendation if you anticipate that you or any donor or advisor to the Donor Fund (or any related individual or related entity other than one qualified to receive grants from The Signatry) will receive directly or indirectly any benefit that is more than incidental as a result of the Recommendation or grant. Such benefit includes tuition or payment of other educational costs, admission to any event, and discharge of any pledge or other legal obligation. You further agree that if offered or presented with any such benefit as a result of a Recommendation or grant, you will decline. If you make a Recommendation that violates the foregoing,

or recommend a grant that you know would violate then-current standards of The Signatry or otherwise (for example, you know the grantee is a private non-operating foundation, or intends to use the grant for political campaigning), then you will cooperate with The Signatry in recovering the grant, reimburse The Signatry for the amount of the grant that is not recovered, and indemnify The Signatry for any costs, liabilities, and damages incurred in recovering the grant or otherwise as a result of the grant.

## Charitable Solutions

The Signatry provides various solutions for you to structure your donations to best achieve your goals. Some of the most commonly utilized solutions and a general description of their principal characteristics include:

**The Signatry Donor Advised Fund:** A Donor Fund that is a donor advised fund sponsored by The Signatry from which Authorized Persons may recommend grants to approved charitable organizations. Generally receives cash assets and invests in certain investment pools to meet growth requirements determined by The Signatry. A Donor Fund may be managed separately by a financial manager as permitted by The Signatry in accordance with its policies, procedures, and standards.

**The Signatry Charity Fund:** A fund that receives contributions to be distributed to a specific named charity determined when the fund is opened. Generally formed by individuals or a charitable organization. Does not qualify as a Donor Fund with future Recommendation privileges for the Donor as it can only make distributions to a single identified organization. A Charity Fund ensures that distributions will always return to the named charity.

**The Signatry Designated Fund:** A fund that is unique because it can receive IRA Rollover gifts to be reserved to a specific charity identified at the time of contribution. It does not qualify as a donor advised fund Donor Fund with future Recommendation privileges for the Donor because it is limited to making grants to a single charity, however, the Donor or an Authorized Person may recommend the timing of grants from the Designated Fund to the charity as needed.

**The Signatry Generations Fund:** A Donor Fund that is an enhanced donor advised fund with a recommended giving plan established at formation that is to go into effect during life or upon death. The Signatry will interpret and implement the plan in consultation with successors appointed relative to such Donor Fund.

**The Signatry Complex Asset Fund:** Complex non-cash asset contributions that are reviewed and accepted by The Signatry on a case by case basis to help accomplish the Donors charitable goals. Assets donated as a Complex Asset may be liquidated immediately or held for receipt of ongoing income and future liquidation. Before liquidation, any income generated by the asset is received into The Signatry Complex Asset Fund. Expenses are also assessed against The Signatry Complex Asset Fund. Upon liquidation, the proceeds are generally transferred to The Signatry Donor Advised Fund

## Fee Schedule

You agree that any Donor Fund shall be subject to the following fees and expenses:

- **Administrative Fees:** Administrative fees will be charged to the Donor Fund based on the total assets within the particular Donor Fund multiplied by the applicable annual Fee Factor set forth below:

<b>From Amount:</b>	<b>To Amount:</b>	<b>Fee Factor (%):</b>
\$0	\$1,000,000.00	0.85%
\$1,000,001.00	\$2,000,000.00	0.80%
\$2,000,001.00	\$3,000,000.00	0.70%
\$3,000,001.00	\$5,000,000.00	0.45%
\$5,000,001.00	\$10,000,000.00	0.40%
\$10,000,001.00	Above	0.35%

For cash assets, these fees are calculated on a daily basis, as 1/365th of the annual rate noted above based on the most recent fair market value assessment of the assets and applied monthly against the funds held in the Donor Fund. For non-cash assets, these fees are calculated and applied by The Signatry in a reasonable manner.

- **Miscellaneous Fees and Expenses:** Certain activities, including utilizing certain investment options or making certain grants, related to a Donor Fund may incur fees and expenses which will be paid out of such Donor Fund's assets. These fees and expenses may include investment fees, wire transfer fees, stop payments, and other unusual or special handling, processing, delivery fees, or extraordinary or special services. The Signatry will generally attempt to notify you and provide an estimate of these fees and expenses related to any Recommendation you make prior to completing a grant but The Signatry reserves the right to proceed with a grant and apply such actual fees and expenses without prior notice.

The fees and expenses provided herein may be adjusted by The Signatry from time to time and such changes may apply to all previously received gifts and funds as of the effective date of such change.

## Licenses

The Signatry grants you a personal, revocable (at any time and for any reason in the discretion of The Signatry), non-exclusive, non-transferable, limited license (without the right to sublicense) to display the material contained on the Site solely on your personal computer or mobile device for your personal, non-commercial use, and to copy and download any such material that is permitted by The Signatry to be downloaded from the Site, in accordance with rules published from time to time in this Agreement or otherwise on Site, and provided that: (1) you include all copyright notices and other notices of proprietary matters appearing on the page containing the material in the copy or download, without modification, (2) you use such displayed, copied or downloaded material solely for your personal, non-commercial purposes and do not modify or distribute it in any manner whatsoever, other than as provided in this paragraph, and (3) you do not use such material for any purpose that is unlawful. Except as otherwise

expressly permitted herein, you may not reproduce, modify, create derivatives of, distribute, broadcast, transmit, publish, mirror, frame, sublicense, transfer, sell, or otherwise use any material contained on the Site.

Provided you are an Authorized Person, and subject to your continued compliance with the terms of this Agreement, The Signatry hereby grants you a personal, revocable (at any time and for any reason in the discretion of The Signatry), non-exclusive, non-transferable, limited license (without the right to sublicense) to: (1) activate or use the functions of the Donor Portal; and (2) view, listen to, download, copy, record, and distribute or disclose any material contained therein that does not include Confidential Information, only for your personal, non-public, charitable purposes (or as an advisor to someone for their personal, non-public, charitable purposes), and only in accordance with rules published from time to time in this Agreement or on The Signatry's Site, or otherwise. If you are not an Authorized Person, you may not access or use the Donor Portal, and The Signatry hereby instructs you to terminate access and use.

### **Password Security and Notification**

You will maintain the confidentiality of any user name or password by which you access the Site, the Donor Portal, or any information The Signatry maintains about you or any Donor Fund with regard to which you are an Authorized Person. The Signatry may deem any use of any user name or password assigned to you to be your use, and you are responsible for all uses of such assigned user name or password, whether or not authorized by you. You agree to notify The Signatry in writing immediately if you become aware of any loss, theft or breach of any user name or password assigned to you, or any unauthorized access to or use of any such user name or password or of the Site, the Donor Portal, or information about you or any Donor Fund with regard to which you are an Authorized Person. You agree that, until the expiration of a reasonable time after you have notified The Signatry of such a security breach, The Signatry may assume that you have communicated any instruction or information entered using any user name and password assigned to you, and it will have no obligation to inquire into the propriety or authority of such communication. You are solely responsible for monitoring the use of and the security surrounding your user names and passwords.

### **Donate Button**

To the extent you use, download or provide a link to The Signatry's donate button, The Signatry hereby grants you a personal, revocable (at any time and for any reason in the discretion of The Signatry), non-exclusive, non-transferable, limited license (without the right to sublicense), only for The Signatry's charitable purposes, and only in accordance with rules that The Signatry publishes from time to time, to display or use the donate button for its intended purpose. You acknowledge and agree that each gift made to The Signatry via the donate button, unless otherwise expressly agreed beforehand, is a charitable gift to The Signatry, is irrevocable and nonrefundable, and that The Signatry is the absolute and unconditional legal owner of any property transferred, with full and exclusive discretion and control as to the use of the property; and you agree that you will not contradict the foregoing in whole or in part, such as by stating that gifts made via the donate button are gifts to you or to any individual or organization other than The Signatry, or that The Signatry is bound to use those gifts for a particular purpose.

### **Confidentiality**

You agree that if you should obtain Confidential Information from or by means of the Donor Portal or another part of the Services, or otherwise in the course of your interaction with The Signatry, you

will refrain from disclosing such information to any other person and will deliver to The Signatry any documents or records, regardless of form, that contain such information without making additional copies. You agree that The Signatry may enforce this promise in an action for specific performance.

## Privacy

The Signatry is committed to respecting the privacy of its donors and potential donors. Please see The Signatry's Privacy Policy, the terms of which are incorporated into this Agreement by this reference, for a summary of The Signatry's privacy practices. You consent to The Signatry's collection, use, disclosure, and sharing of personal data in accordance with the Privacy Policy, as amended from time to time.

## User Responsibilities

You represent, warrant, and promise that all information you have submitted or will submit to The Signatry, including your identity, is and will be accurate, and that you will promptly notify The Signatry in writing of any changes to that information. You also agree to not use the Site or Services (1) in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries); (2) for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise; (3) to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter", "spam", or any other similar solicitation; (4) to impersonate or attempt to impersonate The Signatry, any The Signatry employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing); (5) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm The Signatry or users of the Site or expose them to liability. Additionally, you agree not to (1) use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site; (2) use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site; (3) use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent; (4) use any device, software, or routine that interferes with the proper working of the Site; (5) introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (6) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site; (7) attack the Site via a denial-of-service attack or a distributed denial-of-service attack; (8) otherwise attempt to interfere with the proper working of the Site.

## Communications from The Signatry

You understand and agree that, as part of your use of the Site, The Signatry or its agents may send to you certain communications from time to time, such as announcements regarding possible interruptions or other conditions that may affect access to or use of the Site. You agree to provide The Signatry with your current email address, promptly provide The Signatry with any changes to your email address, and accept electronic communications from The Signatry at the email address you specify. Your agreement to receive such communications is a condition to your access to and use of the Site and Donor Portal.



## No Professional Advice

You acknowledge and agree that neither The Signatry nor any employee or agent of The Signatry engages in the practice of law or accounting, or other professional or licensed service activity, on behalf of you or any person other than The Signatry, and that any legal, tax, or financial information The Signatry provides the Site solely for general informational purposes and not as legal, financial or professional advice. The Signatry does not intend for you to rely on such information, and in fact advises you not to rely on it, but to consult with a legal, tax, or other advisor for information and advice related to your specific situation. The Signatry suggests that you engage your own legal or other professional counsel, as you deem appropriate, to determine the legal or other consequences before giving to or otherwise engaging with The Signatry. The Signatry does not provide legal or tax advice. Each person's tax situation is unique and likely to be affected by specific facts and circumstances that are beyond The Signatry's control or knowledge. Additionally, tax laws and regulations, both at the federal and state levels, change frequently, and their applicability to a particular person's circumstances can vary widely. The Signatry disclaims any responsibility for the accuracy or adequacy of any position taken by donors on their tax returns.

## Intellectual Property and Proprietary Rights

The Signatry owns exclusively all right, title and interest in and to the Site, including, without limitation, all material contained in or displayed on the Site (other than material not owned by any person and material which The Signatry is licensed to use or display), software, code, data, the look, feel, design and layout of the Site, and compilations of the foregoing, except as otherwise specified. Except as expressly provided herein, The Signatry does not grant any express or implied rights with regard to any such material. Removing or altering any copyright notice on any page of the Site is prohibited. The Signatry also owns a copyright in the Site as a collective work and/or compilation, and in the selection, coordination, arrangement, and enhancement of the Site's content.

The Site may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services (any individual or organization other than The Signatry is identified in this Agreement as a "Third Party," and content produced or owned by a Third Party are identified in this Agreement as "Third Party Content."). All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by The Signatry, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of The Signatry. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

The Signatry either owns or holds a license from the owner for the display or other use of all legally-protectable trademarks, service marks, and trade names displayed on the Site. The marks "The Signatry," the "Servant Foundation," "The Signatry Donor Advised Fund," and "The Signatry Fund" among others, are trade/service marks of The Signatry, and you or any other person may use such marks only with The Signatry's permission. The names of other companies and products mentioned on the Site may be the trademarks of their respective owners.

## Disclaimers of Warranties and Assumption of Risk

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code. You are responsible for



implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SITE LINKED TO IT.

YOUR USE OF THE SITE, ITS CONTENT AND ANY SERVICES IS AT YOUR OWN RISK. THE SITE, ITS CONTENT AND ANY SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE SIGNATRY NOR ANY PERSON ASSOCIATED WITH THE SIGNATRY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE SIGNATRY NOR ANYONE ASSOCIATED WITH THE SIGNATRY REPRESENTS OR WARRANTS THAT THE SITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE SIGNATRY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Release and Limitation of Liability**

YOU WAIVE, RELEASE AND DISCHARGE THE SIGNATRY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS FROM, AND COVENANT NOT TO SUE THE RELEASED PARTIES FOR, ANY LIABILITY RELATED TO YOUR USE, OR INABILITY TO USE, THE SITE, ANY SITES LINKED TO IT, ANY CONTENT ON THE SITE OR SUCH OTHER SITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR SUCH OTHER SITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

IF YOU ARE DISSATISFIED WITH ANY ASPECT OF YOUR INTERACTION WITH THE SIGNATRY, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE SUCH INTERACTION. TO THE EXTENT APPLICABLE LAW DOES NOT PERMIT THE FOREGOING LIMITATIONS OR EXCLUSIONS OF LIABILITY, YOU AGREE THAT THE AGGREGATE LIABILITY OF THE RELEASED PARTIES FOR ANY REASON WHATSOEVER RELATED TO YOUR INTERACTION WITH THE SIGNATRY MAY NOT EXCEED THE LESSER OF (A) \$10 OR

(B) THE AMOUNT PAID BY YOU, IF ANY, FOR THE SIGNATRY SERVICES, WHICH DOES NOT INCLUDE THE AMOUNT OF ANY GIFTS YOU MAKE TO THE SIGNATRY.

### **Indemnity**

You, together with each of your officers, directors, managers, and owners, if you are not a natural person, agree to indemnify The Signatry and any of its licensors, and their respective parents, affiliates, subsidiaries, and related companies, and all of their respective officers, directors, employees, legal representatives, agents, heirs, successors and assigns, from and against any damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees and court costs) arising out of or connected in any way to any claims, actions, suits or demands based on or related to (1) your use of the Site or any other part of the Services, or (2) any breach by you of this Agreement, or (3) any Loss or Owner Liabilities related to any assets donated to The Signatry.

For purposes of this section, "Loss" means any loss or liability arising in whole or in part from (1) a breach of a representation, warranty, or covenant of an Authorized Person under this Agreement or any other Agreement with The Signatry (whether originally with The Signatry or by assignment), or (2) a tort or other breach of a legal duty, regardless of to whom owed, by an Authorized Person a related party or any employee or agent of an Authorized Person, whether the loss or liability is direct or consequential, and whether or not it is within the reasonable contemplation of the parties. For purposes of this section, "Owner Liabilities" means any financial obligation imposed upon, acceded to, or reasonably incurred by us (1) because we are the owner of the donated asset, or (2) to enable us to (a) receive, secure or maintain ownership of all or any part of the donated asset or cash or non-cash proceeds thereof, (b) maintain all or any part of the donated asset or non-cash proceeds thereof within a donor advised fund (as defined in Section 4966(d)(2) of the Code) without penalty, or (c) operate, maintain, manage, or liquidate all or any part of the donated asset or non-cash proceeds thereof, but excluding any Loss.

### **Termination**

The Signatry will not terminate a Donor's advisory privileges, to the extent a Donor possesses them, regarding grants to be made of any cash or other property or the proceeds of property you have given to The Signatry, unless you breach this Agreement (but The Signatry may terminate your advisory privileges if you are an Authorized Person a Donor has designated to have such privileges and that Donor rescinds the designation or otherwise in The Signatry's sole discretion). However, The Signatry expressly reserves the right to terminate, limit, or modify the license it has granted to you in this Agreement, your access to the Site or any other component of the Services, the functionality or content of the Donor Portal, or its provision of any products or services, and to remove any communication or information you provide to The Signatry, without notice and for any reason it deems appropriate in its discretion, including but not limited to your failure to comply with this Agreement, or its suspicion of fraudulent or unlawful activity by you (this reservation of right does not limit other actions The Signatry may take in the event of actual fraud or unlawful activity).

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. YOU WAIVE AND HOLD HARMLESS THE RELEASED PARTIES FROM

ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

### **Dispute Resolution and Choice of Law**

This Agreement is governed by and must be interpreted in accordance with the laws of the State of Missouri, without reference to its conflicts of law principles. You agree that any dispute between you and The Signatry or an affiliate, subsidiary, or related company of The Signatry, or any officer, director, employee, agent, successor, or assign of any of the foregoing, which is not otherwise disposed of by private agreement and arises out of or in any way relates to this Agreement, the Site, the Services, any gifts you have made (or alleged to have made) to The Signatry, any services The Signatry provides or fails to provide, or other subjects of this Agreement will be resolved by binding arbitration in accordance with the rules of the Institute for Christian Conciliation, without recourse to any court or tribunal except to the extent necessary to enforce said Institute's arbitral award or finding. You also agree that any such dispute resolution proceedings will be conducted (1) on an individual basis and not in a class, consolidated, or representative action and (2) in the Kansas City, Missouri metropolitan area. You hereby consent to the exclusive jurisdiction of the state or federal courts with jurisdiction in Clay County, Missouri, to enforce any arbitral award or resolve any dispute regarding the enforceability or applicability of this arbitration provision, or to resolve any other dispute described in this provision in the event this arbitration provision is determined to be unenforceable with regard to or inapplicable to such dispute.

### **Equitable Remedies**

You acknowledge and agree that any unauthorized use or disclosure by you of the Site or the Services, any of the Signatry's Confidential Information, or any infringement or other violation of the intellectual property rights of The Signatry, will cause irreparable injury for which The Signatry or the other person cannot be fully compensated by money damages. You agree that, in the event of such a violation, The Signatry or the other person may seek and recover (in addition to any other available remedies) preliminary and permanent injunctive relief, without the necessity of posting bond or security, and further may recover from you its reasonable attorneys' fees and costs incurred in seeking and obtaining such relief.

### **Age and Geographic Targeting**

This Site is offered and available to users who are at least 13 years of age. By using this Site, you represent and warrant that you are of legal age to form a binding contract with us and meet all of the foregoing eligibility requirements. We are located in the United States and we provide the Site for use only by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

### **Integration, Waiver and Severability**

The terms of this Agreement, together with any application or other document incorporating this Agreement or incorporated into this Agreement, comprise the entire agreement between you and The Signatry with respect to its subjects. No waiver by The Signatry of any term or condition in this Agreement

shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of The Signatry to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement continue in full force and effect.

### **Assignment**

You may not assign your rights and obligations under this Agreement, in whole or in part, without The Signatry's prior written consent and any such assignment without such consent will be null and void. The Signatry may assign its rights and obligations under this Agreement, in whole or in part, without your consent. This Agreement will inure to the benefit of the parties hereto and their permitted successors and assigns.

### **Modification of this Agreement**

We may amend this Agreement, including terms, conditions, and guidelines incorporated herein by reference, at any time by posting the revisions to the Site. You consent to and accept any such amendment by signing a copy or otherwise expressing acceptance, or by doing any of the following after The Signatry posts the amended Agreement on any of its public websites: making a gift or grant recommendation to The Signatry, or accessing, accepting, taking action or refraining from action in reliance on, or otherwise using the Site, the Donor Portal, or any other part of the Services. No other act, document, usage or custom amends or modifies this Agreement, unless such document is signed in writing by an authorized representative of each of the parties.

### **Questions or Additional Information**

If you have questions regarding this Agreement or wish to obtain additional information regarding The Signatry or the Site, please call 913-310-0279.

The foregoing Agreement is effective as of April 2, 2018.