

Software and Service Information

Benevity API

1. **Applicability.** The terms contained herein apply to the extent that Client has purchased Benevity's application programming interface ("**Benevity API**") via an Order Document.
2. **General.** Depending on the nature and scope of Client's Integration, the Benevity API will enable Participants to make donations of money to Eligible Nonprofits. The Benevity API allows Clients to utilize the System via Benevity API calls between Client's own end-user-facing application(s) and the System in order to administer its giving programs.
3. **Client Programs.** The applications or giving programs for which Client wishes to utilize the Benevity API and System are described in the relevant Order Document. Client must obtain prior written approval of Benevity, acting reasonably, to confirm proper mechanics and receiptability for tax and other purposes, if Client wishes to create or implement fundraising applications or giving programs that are not listed on the Order Document. Client agrees that it is responsible for any legal or regulatory requirements that apply with respect to its use of Benevity API.
4. **Documentation and Technical Assistance.** Upon the valid execution of an Order Document for Benevity API, Benevity will provide Client with such documentation and reasonable technical assistance required for Client to complete implementation of the Benevity API. This is in addition to the support and maintenance provided as part of Benevity's standard offering as may be referenced elsewhere in the Agreement, provided however that, notwithstanding anything to the contrary in the Agreement, it is acknowledged that Benevity will not be responsible for providing support to API Participants. Client will be responsible for support to API Participants which may include providing a FAQ and/or providing other end user care services it currently provides in its programs.
5. **Disbursement Mechanics.**
 - a. **General.** The [Software and Service Information \(Disbursements\)](#)¹ applies to the Benevity API, with certain nuances as described below.
 - b. **Functionality.** Depending on what Benevity API functionality Client has enabled pursuant to an Order Document, donations may be made by API Participants via the Benevity API: (a) from their accounts with Client (the "**Donations Functionality**"); or (b) via credit card (the "**Credit Card Functionality**"). Donations made via the Donations Functionality will be collected and held in escrow by Client as agent for the applicable Foundation. Client will remit such donations to the Foundation on a monthly basis upon receipt of a Donation Report which will include such donations, as further described by [Software and Service Information \(Disbursements\)](#).
 - c. **Funds Transfers.** For the avoidance of doubt, only the Credit Card Functionality, and not the Donations Functionality, allows API Participants or other donors to

¹ <https://go.benevity.com/hubfs/website/legal/Benevity-SSI-Disbursements.pdf>

transfer funds directly to a Foundation, and any references in the Agreement regarding the transfer of funds by API Participants directly to a Foundation (such as Direct Gifts) are solely in reference to the payments made by an API Participant via the Credit Card Functionality or an account set up by Client for this purpose, and not the Donations Functionality (where Client receives funds from API Participants' accounts and forwards such funds directly to the Foundation as part of the monthly Donation Report payment).

- d. **Deductions.** Any additional payment functionality will only be implemented upon the mutual written consent of the parties. If donations which are made pursuant to the Donations Functionality are made via credit card, then Client may deduct applicable merchant fees for credit card payments prior to forwarding donations made via the Benevity API to the Foundation, provided that Client clearly informs all API Participants of this prior to the donation being made by such API Participant. The Donation Report and Donation Documentation (if any) will only reflect the amounts that are to be forwarded to the Foundation by Client (i.e. will not include the amounts deducted by the Client). For clarity, additional deductions may be applied by the Foundation as set forth in the [Foundation Fee Schedule](#).²
 - e. **Donation Documentation.** Due to the micro-donation nature of Benevity API-enabled giving programs, API Participants will typically not receive Donation Documentation from a recipient Foundation evidencing their donations. If, however, Client and Benevity have agreed otherwise, then the API Participant may receive from the applicable Foundation, in respect of actual donations received by the Foundation, Donation Documentation. Such Donation Documentation may not be issued if the applicable API Participant has not provided the required information or if the Foundation determines that such documentation cannot be issued under applicable law.
6. **Client API Participant Experience and Refund Requests.** Client maintains full control over vetting the API Participant experience, including donation form design and accurately representing the donation to the API Participant, and shall be responsible for implementing sufficient controls to limit refund requests. Client understands that all donations on the System and Benevity API are final and non-refundable.
 7. **Card Scheme Compliance.** Client is responsible for ensuring that its applications and API Participants are compliant with all applicable card scheme rules, code of conduct and regulations. Client agrees to consult with Benevity (or the Foundation) on UI design changes that may impact the Foundation's ability.
 8. **Benevity and Foundation Brand Protection.** Client will refrain from any conduct that is intended, or could reasonably be expected, to damage Benevity or applicable Foundation's reputation or result in unwanted or unfavorable publicity to Benevity or applicable Foundation. Where Client will be using Benevity's name, logo or trademark, or Benevity is otherwise identified, Client will comply with Benevity's branding guidelines.
 9. **Defined Terms.** Capitalized terms will have the meanings described in this Section 9, unless defined elsewhere herein or in the MSA available online [here](#).³

² https://info.benevity.com/rs/970-BMO-559/images/Benevity_Fees_Schedule.pdf

³ https://b-hive.benevity.com/hc/en-us/article_attachments/27453774207636

- a. **"API Participant"** means those Eligible End Users who are authorized by Client to be provided limited access to System functionality via the Benevity API.
- b. **"Donation Documentation"** means a donation receipt or acknowledgement from an applicable Foundation generated by the System.
- c. **"Eligible Nonprofit"** means charities and other nonprofit organizations that are registered and in good standing with the relevant local governing authorities.
- d. **"Foundation"** means third-party charitable foundations that work with Benevity and that are registered in the jurisdictions in which they are established and which utilize a "donor advised fund" or similar model.

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