

## Software and Service Information

### VolunteerMatch

1. **Applicability.** The terms in this document apply only to the VolunteerMatch integration, to the extent purchased via an Order Document.
2. **General.** Benevity will undertake to provide Client with access to certain volunteer opportunity listings and data about non-profit organizations which are provided by Impact Online, Inc. d/b/a VolunteerMatch ("VolunteerMatch") (the "VolunteerMatch Data") that will be accessible through the System via an application programming interface (the "VolunteerMatch API"). It is acknowledged that the VolunteerMatch Data and the VolunteerMatch API are provided by VolunteerMatch (a third-party entity) and, notwithstanding anything to the contrary in the Agreement, Benevity takes on no liability or responsibility whatsoever in connection with the VolunteerMatch Data, the VolunteerMatch API, and/or Client's access and use of the foregoing. The VolunteerMatch Data and VolunteerMatch API will therefore be provided "as-is" to Client.
3. **Consent to share information.** Client agrees that Benevity may provide a copy of the Order Document to VolunteerMatch and may provide VolunteerMatch with information about Client, including Client's name, email address, mailing address, telephone number, designated contact name, the number of Client employees and authorized users and any additional information relating to Client that is reasonably requested by VolunteerMatch.
4. **Client Responsibility.** Client is solely responsible for its Eligible End Users' use of and access to the VolunteerMatch Data and VolunteerMatch API, and will indemnify and hold harmless Benevity in connection therewith.
5. **VolunteerMatch Service Terms.** In order to receive access to the VolunteerMatch Data via the VolunteerMatch API, Client hereby agrees to be bound by the VolunteerMatch service terms attached as Exhibit A (the "VolunteerMatch Service Terms").
6. **Definitions.** Capitalized terms used but not defined herein have the meanings given in the MSA available online [here](#).<sup>1</sup>

**Last Updated: October, 2024**

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<sup>1</sup>[https://b-hive.benevity.com/hc/en-us/article\\_attachments/27453774207636](https://b-hive.benevity.com/hc/en-us/article_attachments/27453774207636)

## **Exhibit A**

### **VolunteerMatch Service Terms**

#### **1. DISCLAIMER OF WARRANTIES.**

DISCLAIMER. THE VOLUNTEERMATCH DATA, AND ALL SERVICES PROVIDED BY VOLUNTEERMATCH, ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE BASIS." VOLUNTEERMATCH DOES NOT MAKE, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. TO THE EXTENT THAT VOLUNTEERMATCH MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

#### **2. Ownership and Limitations.**

**2.1 VolunteerMatch Property.** VolunteerMatch and its licensors retain all right, title and interest in and to all VolunteerMatch Data. Client shall have no rights in the VolunteerMatch Data. "VolunteerMatch Data" means the certain volunteer listings and opportunities and non-profit organization data, and content related to each of the foregoing, in the VolunteerMatch database, including, without limitation, all text, data, images, materials and other content for such volunteer listings and opportunities, and any updates thereto.

**2.2 Limits on Usage of VolunteerMatch Data.** Client's use of the VolunteerMatch Data is limited to non-commercial use. Client may not (a) alter or modify the VolunteerMatch Data; or (b) copy, republish, transmit, sell, offer for sale, publicly display (other than the display of VolunteerMatch Data on Client's website in response to end user queries of the VolunteerMatch Data) or otherwise redistribute the VolunteerMatch Data.

#### **2.3 User Information.**

**(a) Aggregate User Information.** Client understands and acknowledges that VolunteerMatch may use and disclose de-identified and aggregate data derived from the User Information for its internal purposes. "User Information" means all information and data related to an end user including, but not limited to, first name, last name, phone number and email address that is supplied by end users to VolunteerMatch, either directly or indirectly.

(b) **Participating Organizations.** Notwithstanding the foregoing, Client understands and acknowledges that when end users submit User Information to VolunteerMatch, directly or indirectly, such User Information will be used to facilitate the volunteering process and provided to end user-selected organizations that promote volunteer opportunities through VolunteerMatch ("Participating Organizations"). Volunteer opportunities undertaken are selected solely by the end user. End users may have the ability to edit their User Information and provide alternative or additional User Information.

Participating Organizations may ask customized questions, and end users may provide responses to such customized questions. CLIENT UNDERSTANDS THAT VOLUNTEERMATCH HAS NO POWER TO INFLUENCE OR CONTROL, AND IS IN NO WAY LIABLE FOR, ANY RELATIONSHIP THAT MAY BE ESTABLISHED OR ACTIVITIES UNDERTAKEN BETWEEN ANY END USER AND ANY PARTICIPATING ORGANIZATION. VOLUNTEERMATCH DOES NOT CONTROL COMMUNICATIONS BETWEEN END USERS AND PARTICIPATING ORGANIZATIONS ONCE A RELATIONSHIP IS ESTABLISHED AND DOES NOT CONTROL ACTIVITIES THAT AN END USER MAY ENGAGE IN WITH RESPECT TO OR IN CONNECTION WITH ANY PARTICIPATING ORGANIZATION. VOLUNTEERMATCH HEREBY DISCLAIMS ANY AND ALL LIABILITY RELATING TO ANY CORRESPONDENCE OR RELATIONSHIP BETWEEN ANY THIRD PARTY AND COMPANY OR ANY END USER.

### **3. LIMITATION OF LIABILITY.**

IN NO EVENT WILL VOLUNTEERMATCH BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST DATA OR LOST PROFITS, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT OR TORT), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **4. SURVIVAL.**

The parties acknowledge and agree that these Sections 1-5 shall survive the expiration or termination of these VolunteerMatch Service Terms.

### **5. THIRD PARTY BENEFICIARY.**

The parties acknowledge and agree that, notwithstanding anything to the contrary in these VolunteerMatch Service Terms, Impact Online, Inc., d/b/a VolunteerMatch ("VolunteerMatch") is a third party beneficiary to these VolunteerMatch Service Terms, with the right to enforce the terms of these VolunteerMatch Service Terms directly against Client.