

AlumniQ Platform

Terms and Conditions

Last Revised 22 March 2021

AlumniQ Terms and Conditions

Your use of any of AlumniQ's services including our Software as a Service (SaaS) or web site(s) (collectively, the "AlumniQ Service") and any information, text, graphics, photos, videos, or other materials uploaded, downloaded or appearing on the AlumniQ Service (collectively referred to as "Content") is subject to these Terms and Conditions (the "Terms and Conditions") in effect at the time of your use. These Terms and Conditions are an integral part of the Agreement entered into between AlumniQ LLC and the Customer (an institution of higher education in the United States of America) and/or Constituent (an individual who has a preexisting relationship with a Customer) (referred to as "user", "you", "your").

Your use of the AlumniQ Service, or any of the services or features accessible therein, constitutes your acceptance of the Terms. If you are an individual acting as a representative of an organization which wishes to use the AlumniQ Service, then you represent and agree that you have the authority to accept these Terms and Conditions on behalf of such an organization.

Constituents and Customers:

Sole Responsibility: You understand that you are solely responsible for ensuring that you have selected the correct organization to interact with and, if applicable, have provided a valid and authorized credit card for completing any transactions within the AlumniQ Service.

Payment Processing: The amount of a payment to an organization designated by you is charged to your credit/debit card and paid to, and processed by the AlumniQ Service and its partner payment processing services. You understand that each payment is processed by each Customer's payment gateway and that AlumniQ does not have custody or control of the funds at any time. You understand that the third party gateway provider (currently Spreedly) that connects to customer's payment gateway merely facilitates platform flexibility and that they, too, have no custody nor control over the funds at any time.

Non-refundable: You understand that a donation payment, once charged to your credit card, is final and non-refundable with the exception that you can prove the transaction was made through an unauthorized use of your credit card. If you become aware of unauthorized use of your credit card, or it is lost or stolen, you must notify your credit card provider in accordance with its reporting rules. Contact our Customer



Tax Language: You understand that if you chose to make a monetary gift (i.e. donation) to organizations through the AlumniIQ Service, the organization you transact with is the one that sets the tax language in any receipt you receive.

No Tax Representation or Liability: You understand that the AlumniIQ Service makes no representations about the nature of any transaction you make through the AlumniIQ Service. Specifically, we do not make any representation as to whether all or any portion of your donations, including, if any, processing fees, are tax deductible. AlumniIQ will have no liability for any claim by any federal, state, local or any other tax authority with respect to the characterization on any applicable tax return of any donation by you, any AlumniIQ user, or any beneficiary organization. Always consult the organization you are transacting with and a qualified financial advisor prior to claiming a deduction on your taxes.

General Terms Applicable to Everybody

User Accounts

Accessing and Securing User Account: Your user account will be accessed through a user ID ("username") and password that you will create (your "Account Credentials"). Your Account Credentials are solely for your use. You are responsible for safeguarding the confidentiality of your Account Credentials that you use to access the AlumniIQ Service and you are fully and solely responsible for all activities and actions that occur with your Account Credentials, whether authorized by you or not. We encourage to use "strong" passwords comprised of a combination of upper and lower alphabetic characters, numbers, and symbols, and at least 8 characters in length. It is your responsibility to take adequate precautions with your Account Credentials and to immediately notify AlumniIQ of any unauthorized use of your Account Credentials. In most cases this requirement is moot as the account itself is provisioned through Customer's SSO services, over which we exert no such control.

Access Provided: Using your user account, you may access and participate in the AlumniIQ Service, including viewing, posting and responding to communications on and through the AlumniIQ Service.

Liability: AlumniIQ cannot and will not be liable for any loss or damage arising from your failure to follow and comply with the above user account and password requirements.

Account Refusal or Cancellation: AlumnIQ can refuse registration of, or cancel, any user account in its sole discretion, at any time.

International Use: The AlumnIQ Service is hosted in the United States. If you use the AlumnIQ Service from outside of the United States, you acknowledge that you are voluntarily transmitting and transferring information (potentially including personally-identifiable information) and Content to the United States. AlumnIQ's receiving, use, storage and sharing of your information and Content is subject to the laws of the United States and the EU GDPR. Additionally, you will comply with all United States laws, rules and regulations applicable to the export of products, services, software and technical data regardless of the jurisdiction in which you are located.

User Account Terminated: AlumnIQ, in its sole discretion, may terminate your password and/or user account and remove and discard any Content within the AlumnIQ Service for any reason, including and without limitation lack of use, or if AlumnIQ believes that you have violated or acted inconsistently with the letter or spirit of these Terms and Conditions. In such event, any contracts, verbal or written or assumed, in conjunction with your user account and all its parts, at AlumnIQ's discretion, will be terminated as well.

User Conduct

Right to Remove Content and Users: AlumnIQ has the right, but not the obligation, to remove or block Content from the AlumnIQ Service that it determines in its sole discretion to be in violation of these Terms and Conditions, to be unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable, that violates any party's intellectual property or that is detrimental to the quality or intended spirit of the AlumnIQ Service. AlumnIQ also has the right, but not the obligation, to limit or revoke the user privileges of the account of anyone who posts such Content or engages in such behavior.

Unacceptable Content: AlumnIQ will use common sense and business sense regarding Content or behavior allowed on or through the AlumnIQ Service. Unacceptable Content or behavior include:

- Abuse, harassment, threats, flaming or intimidation of any person or organization.
- Engaging in or contributing to any illegal activity or activity that violates others' rights.
- Use of derogatory, discriminatory or excessively graphic language.
- Providing information that is false, misleading or inaccurate.

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- Hacking or modifying the AlumniQ Service or another Web site to falsely imply an association with AlumniQ.
 - Implying or pretending to be affiliated with a company or organization with which you are not affiliated, or misrepresenting the extent of your affiliation or role with an affiliated company or organization.
 - Transmitting worms, viruses or harmful software.
 - Sending unwanted messages to other users (aka "spam").
 - Disclosing personal or proprietary information of another person or organization.

SaaS Services

Responsibility: You are responsible for your use of the AlumniQ Service, for any Content you post to the AlumniQ Service, and for any consequences thereof. The Content you submit, post, or display will be able to be viewed by other users of the AlumniQ Service and through third party services and websites. You should only submit, post, display, or provide Content that you are comfortable sharing with other AlumniQ Service users under these Terms and Conditions.

Use of the Service:

Your use of the AlumniQ Service is also subject to the Privacy Policy in effect at the time of your use, which is incorporated herein as though set forth in full. You can review the most current version of the AlumniQ Privacy Policy at <https://www.alumniq.com/compliance>.

You may use the AlumniQ Service only if you can form a binding contract with AlumniQ and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You may use the Services only in compliance with these Terms and Conditions and all applicable local, state, national, and international laws, rules and regulations. Where applicable, customer warrants that any Agreement or other exhibit and addenda are executed by a duly authorized representative.

Your use of the AlumniQ Service may also be subject to additional terms, conditions, policies and/or agreements applicable to a specific Web site, service, software, service level or version. In the event of any conflict between these Terms and Conditions and such additional terms, conditions, policies and/or agreements, the additional terms, conditions, policies and/or agreements will control. For the avoidance of doubt, if there are terms and conditions in these Terms and Conditions regarding subjects on which the additional terms, conditions, policies



and/or agreements are silent, such silence will not constitute a conflict and the terms and conditions in these Terms and Conditions will control.

AlumniQ retains the right to limit usage and storage at our sole discretion at any time without advance notice to you.

Use of the AlumniQ Services does not create, and shall not be construed to create, a joint venture, partnership, or other formal business relationship between you, the Organization, and AlumniQ LLC. At all times, each shall remain an independent contractor with respect to one another.

Customer Assistance and Administrator: Customer will provide AlumniQ the information and assistance reasonably necessary for the proper activation and delivery of the AlumniQ Service. Customer grants AlumniQ a perpetual, non-exclusive license to all Customer information as is necessary to receive the AlumniQ Service. Customer will designate a contact person ("Administrator") to AlumniQ who will be responsible for administering our relationship. Customer has authorized the Administrator to act on Customer's behalf and to bind Customer for any matters relating to the Agreement and these Terms. AlumniQ understands that Client may need to change the Administrator from time to time.

Development Practices: AlumniQ leverages Agile Software Development practices to iterate on and improve the AlumniQ Service based on feedback from the user community. Therefore the AlumniQ Service is always improving and the form and nature of the AlumniQ Service may change from time to time without prior notice. In addition, AlumniQ may stop (permanently or temporarily) providing the AlumniQ Service (or any features within the AlumniQ Service) to you or all general users and may not be able to communicate to you with advanced notice.

Proprietary Rights, Confidential Information and Intellectual Property (see 5.1)

Ownership of Submissions: You agree that the submission of any ideas, suggestions, documents, and/or proposals to AlumniQ LLC through its suggestion, feedback, help, support or similar pages including but not limited to Facebook, Twitter, or LinkedIn, is at your own risk. AlumniQ has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to AlumniQ LLC a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce,

perform, display, distribute, adapt, modify, reformat, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights.

Ownership of SaaS Services: AlumniQ owns the AlumniQ Service as a whole, including all computer code, graphics, user interfaces and audiovisual content used to provide the AlumniQ Service and the combination of all the elements on the AlumniQ Service. The AlumniQ Service as a whole, the computer code of the AlumniQ Service, the user interface, and graphic elements are all copyrighted works of AlumniQ. Various other aspects of the AlumniQ Service may be protected by intellectual property laws including laws of copyright, trademark, service mark, patent and trade secret.

Restrictions: AlumniQ owns all right, title and interest in and to the AlumniQ Service. AlumniQ reserves all rights to the AlumniQ Service that are not expressly granted herein. By way of example only, and not limitation, you do not have the right to modify, adapt, translate, or reverse engineer any portion of the AlumniQ Service and you do not have the right to index or aggregate any portion of the AlumniQ Service (either by hand or by means of a robot, spider, or other device). Nothing in this Agreement will be construed as granting you any property rights in the AlumniQ Service or to any invention or any patent, copyright, trademark or other intellectual property right that has been issued, or that may issue, based on the AlumniQ Service. All restrictions noted apply to Kimbia, the Kimbia Platform, #igivelocal, and Give Local America patents, copyrights, trademarks and intellectual property.

Confidential Information. Except as expressly allowed herein, each party will hold in confidence and not use or disclose any Confidential Information of the other party and will similarly bind its employees, consultants and contractors in writing. "Confidential Information" means any information, data, or know-how relating to a party's business, products, services, processes, techniques, pricing, internal procedures, employees and personnel. Confidential Information specifically excludes any information arising from the use of the AlumniQ Service. Confidential Information does not include information that: (i) the receiving party can prove through written documentation was rightfully in its possession at the time of disclosure without a confidentiality obligation; (ii) becomes part of the public knowledge not as a result of any action or inaction of the receiving party in breach of the Agreement; (iii) is disclosed to the receiving party by a third party not in violation of any obligation of confidentiality; or (iv) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, which can be proven through written documentation.

U.S. Government Restricted Rights. If you are an agency of the United States Government, the AlumniQ Service is a "Commercial Item," as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. Section

12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to the United States Government (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. All unpublished rights are reserved under the copyright laws of the United States. For purpose of any public disclosure provision under any law, it is agreed that the AlumnIQ Service are trade secrets and proprietary commercial products and not subject to disclosure.

Content Permissions:

Content Ownership: Your text, images, audiovisual media and any other form of intellectual property, including the data, ideas, inventions, designs, patterns and processes in such material (collectively, "Content") that you post on or through the AlumnIQ Service belongs to you and you may use it in any other way without restriction. If your Content is the subject of a pending or issued patent, you have disclosed or will disclose that fact in connection with posting your Content on or through the AlumnIQ Service. To the extent you hold a patent in the Content, no license under any patent is herein granted. Any license to use patented Content shall be in the form of a separate written contract, in which event your, AlumnIQ's and/or any of its Customers' respective obligations shall be only those expressed in such separate written contract. Therefore, you represent and agree to all of the following and acknowledge that AlumnIQ and its Customers are explicitly relying on such representations and agreement with regard to your Content:

Neither AlumnIQ nor any of its Customers assumes any obligation with respect to any of your Content except as set forth in these Terms and Conditions, unless and until it enters into a separate written contract with you, and then only as expressed in that separate written contract. In the absence of a separate written contract, your rights with regard to AlumnIQ or any of its Customers' use of your Content shall be as described in these Terms and Conditions and as existing under the patent laws of the United States.

You hereby irrevocably release and forever discharge AlumnIQ and its Customers and their affiliates and subsidiaries (together, the "Released Parties") from any and all actions, causes of actions, claims, damages, liabilities and demands, whether absolute or contingent and of any nature whatsoever, which you now have or hereafter can, shall or may have against the Released Parties or their respective successors and assigns with respect to the Content, including without limitation in respect of how the Released Parties, directly or indirectly, use the Content, with the sole exception that the foregoing release and discharge does not apply to your right to bring a claim of patent infringement arising from use of your Content.



Granting Rights to Content: By using the AlumnlQ Service, you are granting AlumnlQ a non-exclusive, worldwide, royalty-free, sublicensable and transferable right and license to use, reproduce, create derivative works of, distribute, publicly perform and publicly display your Content on and through the AlumnlQ Service and on and through services affiliated with AlumnlQ, regardless of the form of media used or of whether such services now exist or are developed in the future. If you post Content on or through the AlumnlQ Service, you represent and warrant that you have the right to post that Content and to grant the above rights to AlumnlQ. Neither AlumnlQ nor any of its Customers has any obligation, either express or implied, to make any use of your Content. However, if AlumnlQ and/or any of its Customers do make use of your Content, whether such use is intentional or inadvertent, no compensation will be due to you or anyone else for the use of your Content or the use of any data, ideas, inventions, designs, patterns.

Posting Content is Voluntary: You understand that posting your Content on or through the AlumnlQ Service is entirely voluntary and will expose your Content to public display in a non-confidential manner. You understand that AlumnlQ and/or any past, present or future Customer of AlumnlQ (each, a "Customer") may view your Content and may develop or have developed Content which is identical or similar to yours, may already know of such Content from other sources or may have taken or will take some other action with respect to such Content. The Content represents your own original work and you have all necessary rights to disclose the Content. In doing so, you are not violating the rights of any third party and you know of no other individual or entity whose rights will be infringed by the Content being viewed and used as described in these Terms and Conditions. Whether privately or publicly posted, all Content you provide is the sole responsibility of you, the originator. We cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the AlumnlQ Service or obtained by you through the AlumnlQ Service is at your own risk.

Ownership of Existing Content: Content posted by another person or company on or through the AlumnlQ Service belongs to the poster. Except as expressly permitted in these Terms and Conditions, you do not have the right to use, reproduce, create derivative works of, distribute, publicly perform or publicly display any Content that does not belong to you, other than viewing of the Content on or through the AlumnlQ Service as AlumnlQ may make available.

No Content Liability: AlumnlQ does not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the AlumnlQ Service or endorse any opinions expressed via the Services. You understand that by using the AlumnlQ Service, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will AlumnlQ be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or

damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the AlumnIQ Service or broadcast elsewhere.

Other websites: AlumnIQ does not endorse, support, represent or guarantee any links to external websites. Other websites are provided as a convenience to you. You understand that AlumnIQ has not reviewed all of these other websites, and therefore has no responsibility for the content of such other websites and shall not be liable for any damages or injury arising from the content of these other websites. You understand that, except for information, products or services clearly identified as being supplied by the AlumnIQ Service, we do not operate, control or endorse any information, products or services on the Internet in any way. The AlumnIQ service does not endorse or make any representations about these other websites, or any information or other products or materials found on these other websites, or any results that may be obtained from using these other websites. If you decide to access any of these other websites linked to the AlumnIQ Service, you do so entirely at your own risk.

Content Disclosure: AlumnIQ may preserve your Content and may also disclose such Content, with or without notice to you, if required to do so by law or in the good-faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms and Conditions; (iii) respond to claims that your Content violates the rights of any third party; or (iv) protect the rights, property, or personal safety of AlumnIQ, its users, and the public.

Copyright Infringement

Copyright Infringement Notices: If you believe that any material available on or through the AlumnIQ Service violates your copyright, you may send AlumnIQ a copyright infringement notice. Section 512(c) of the Copyright Act requires that your notice must be in writing and must include substantially all of the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit AlumnIQ to locate the material. AlumnIQ requests that complete URLs for each instance of the allegedly infringing material be provided.

- Information reasonably sufficient to permit AlumnIQ to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the copyright infringement notice is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Your written copyright infringement notice must be sent to AlumnIQ's designated copyright agent via mail. Please be aware that Section 512(f) of the Copyright Act provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Copyright Abuse Policy: AlumnIQ will terminate, in appropriate circumstances, account holders of AlumnIQ's system or network who are repeat copyright infringers.

Designated Copyright Agent: Copyright Agent, AlumnIQ LLC, helpdesk+compliance@alumniq.com

Copyright Agent Contact: The Copyright Agent should only be contacted if you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on or through the AlumnIQ Service. The Copyright Agent will not respond to any other inquiries.

Fees

Transaction Fees: AlumnIQ does not charge a transaction fee, but Customer's payment gateway may. Such costs are to be borne by Customer.

Cancellation and Termination

AlumnIQ Service Discontinued. AlumnIQ, in its sole discretion and at any time, may discontinue providing the AlumnIQ Service, or any part thereof, with or without notice. Any termination of your access to the AlumnIQ Service under any provision of these Terms and Conditions may be effected without prior notice. AlumnIQ may immediately deactivate or delete your user account, as applicable, and all related information and Content and

bar any further access to such information, Content or to the AlumniQ Service. AlumniQ will not be liable to you or any third party for any termination of your access to the AlumniQ Service.

No Access After Account Termination. After cancellation or termination of your account for any reason, you will no longer have access to your user account and all information and Content in your user account or that you have stored on the AlumniQ Service may be but is not required to be, deleted by AlumniQ. AlumniQ will have no liability for information or Content that is deleted due to the cancellation or termination of your user account for any reason. If you are a member of an organization, and that organization community is canceled or terminated, Content posted to that organization will no longer be available to you. Such Content may be, but is not required to be, deleted by AlumniQ. AlumniQ will have no liability for information or Content that is deleted due to the cancellation or termination of an organization community.

Additionally, the connection to the customer's payment gateway will be permanently disconnected and any access credentials destroyed.

Liability

WARRANTY DISCLAIMER: THE ALUMNIQ SERVICE IS PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED, AS TO THE OPERATION OF THE ALUMNIQ SERVICE, OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE ALUMNIQ SERVICE. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, ALUMNIQ AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FURTHER, ALUMNIQ AND ITS AFFILIATES DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER INFORMATION CONTAINED IN THE ALUMNIQ SERVICE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. ALUMNIQ DOES NOT WARRANT THAT THE ALUMNIQ SERVICE WILL BE AVAILABLE AT ANY TIME OR FROM ANY PARTICULAR LOCATION, WILL BE SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE ALUMNIQ SERVICE IS FREE OF VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM ALUMNIQ OR THE ALUMNIQ SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

DISCLAIMER OF CONSEQUENTIAL DAMAGES: NEITHER ALUMNIQ NOR ITS AFFILIATES WILL BE LIABLE, UNDER ANY THEORY OF LAW, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS INTERRUPTION, AND/OR LOSS OF

INFORMATION OR DATA. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

General Terms

Entire Agreement: These Terms and Conditions (including any additional terms, conditions, policies and agreements incorporated herein), in combination with any existing Master Service Agreement between AlumnIQ and the customer, are the entire agreement between AlumnIQ and you regarding the AlumnIQ Service. Any dispute arising from or related to these Terms and Conditions will be governed by the laws of the State of New York without regard to conflict of law principles. Any such dispute will be resolved through binding arbitration by a single arbitrator pursuant to the American Arbitration Association's rules applicable to commercial disputes. The arbitration will be held in Ithaca, NY. The failure of AlumnIQ to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms and Conditions shall otherwise remain in full force and effect and be enforceable. We may revise these Terms from time to time, and the most current version will always be at http://www.AlumnIQ.com/about/terms_and_conditions. If the revision, in our sole discretion, is material we will notify you via an e-mail to the email associated with your user account. By continuing to access or use the AlumnIQ Service after those revisions become effective, you agree to be bound by the revised Terms and Conditions.

Survival of Certain Terms Upon Agreement Termination: These Terms and Conditions will remain in full force and effect while you use the AlumnIQ Service. Those terms that can continue to operate after you stop using the AlumnIQ Service (including without limitation your Content license to AlumnIQ and the General Terms in this Section), will survive after you stop using the AlumnIQ Service. You agree to indemnify and hold AlumnIQ, its parents, subsidiaries, affiliates, officers and employees, harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (i) your actions in using the AlumnIQ Service, (ii) a claim that you, or any third party using your Account Credentials, infringed any intellectual property or other right of any person or organization using the AlumnIQ Service, or (iii) the violation of these Terms and Conditions by you, or any third party using your Account Credentials.

Assignment and Binding Effect: Customer will not have the right or ability to assign or transfer (whether by merger, operation of law or otherwise) the Agreement and these Terms and Conditions, in whole or in part, including without limitation any obligations or rights under the Agreement and these Terms without the prior

written consent of AlumnIQ. A change or control of Customer will be deemed an assignment for purposes of this Section. AlumnIQ may assign its rights and obligations under the Agreement and these Terms and Conditions without the Customer's consent. Any assignment or transfer not made in accordance with this Section will be void. Without limiting the foregoing, any permitted assigns or successors hereof will be bound by all terms and conditions of the Agreement and these Terms and Conditions.

Updates to the Terms: AlumnIQ reserves the right to update and change these Terms and Conditions from time to time without notice or acceptance by you, so please check this page frequently for updates and changes. However, changes made to these Terms and Conditions will not apply to you to the extent that (a) the changes concern matters which are the subject of an actual dispute between you and AlumnIQ as of the date the changes take effect and (b) AlumnIQ has actual notice of the dispute as of the date the changes take effect.

Additional Terms

Management of Customer Website and End Users: Customer represents and warrants to AlumnIQ that Customer owns its website, possesses the right to allow integration of the AlumnIQ Service within Customer's website, and that Customer is fully capable of complying with these Terms and the Agreement. With respect to the operation and use of Customer's website: (i) Customer has the sole responsibility for maintaining all aspects of its website and keeping it in proper working order at all times, (ii) Customer will comply with all applicable laws and sound industry web standards, (iii) Customer will manage the access to and use of its website to prevent any unauthorized use of its website and any of the AlumnIQ Service, (iv) Customer will take all reasonable steps necessary to immediately stop any unauthorized use of the AlumnIQ Service by any end users of its website and upon discovery, Customer will immediately notify AlumnIQ of any unauthorized use of the AlumnIQ Service. Customer also understands that, should it enable form widgets created by the AlumnIQ Service to be embeddable by others on other websites, Customer is responsible for monitoring all activity that passes through these forms. Customer will immediately notify AlumnIQ of any violation of these Terms and the Agreement by anyone of which it becomes aware, including violations by its end users.

Customer Credit Card Processor: AlumnIQ's Service is designed to interface with Customer's existing credit card processor/gateway account(s) and related merchant accounts (collectively referred to as "Processor"). Fees listed in the Agreement do not include any transaction processing fees or any other fees charged by Customer's Processors. Under no circumstances will AlumnIQ be held liable for any Processor activity, including transaction fees, chargeback fees, chargebacks, credits, refunds, and other Processor offsets.

Customer is responsible for reconciling AlumnIQ transaction reporting data to Customer's Processor and Customer agrees that Processor reporting should be considered the definitive record of financial transactions.

Customer represents and warrants that Customer has authorization to provide the Processor credentials to AlumnIQ, and that Customer has control over, or has written permission from a third party, to exert full control over the Processor credentials Customer provides to AlumnIQ. Customer will meet all Processor requirements as applicable related to a posting of its own public privacy statement, Customer contact information, or other Processor underwriting and compliance requirements.

AlumnIQ is not responsible for (i) misallocation of funds into incorrect accounts due to Customer or other third-party error in provision of credential information, or (ii) any missed or foregone transactions as a result of payment Processor declines for any reason or as a result of temporary or permanent changes in AlumnIQ Service or website availability. While AlumnIQ's proprietary technology may attempt to reduce the amount of fraudulent transactions, AlumnIQ does not guarantee that fraudulent transactions will not occur. Any AlumnIQ-recommended practices related to preventing payment fraud including manipulation of Processor settings should be evaluated independently by Customer, and AlumnIQ is not liable for any loss or other damages that may occur related to such settings. AlumnIQ is not responsible for any manipulation of Customer's Processor account settings.

Processor Removal Upon Termination: Upon Termination for Agreement, in addition to the steps taken per Section X above, AlumnIQ will remove its connection to the Customer's Processor and all future transactions (scheduled or recurring, for example) will cease at that point. AlumnIQ is not responsible for any consequence as a result of Customer or other parties continuing to reference donation forms beyond Agreement Termination.

Customer Personnel: Customer may use consultants and subcontractors to assist Customer in implementing the AlumnIQ Service, exercising Customer's right to access and use the AlumnIQ Service, performing an SOW and otherwise performing Customer's obligations under the Agreement. Customer will remain fully responsible and liable for the performance, actions, and inactions of each such consultants and subcontractors (including any payments that may be owed) and for their compliance with all of the terms and conditions of the Agreement as if they were Customer's own employees. Nothing contained in this Agreement will create any contractual relationship between AlumnIQ and any Customer consultant or subcontractor. Customer will enter into written confidentiality and non-disclosure agreements with each such consultant and subcontractor at least as restrictive as the confidentiality and non-disclosure provisions in this Agreement. Customer will notify AlumnIQ in advance of the name and contact information for any such consultants or subcontractors engaged by Customer to directly interact with AlumnIQ under the Agreement or a specific SOW. AlumnIQ reserves the right to require any such consultants or subcontractors to directly enter into a confidentiality and nondisclosure agreement with AlumnIQ.

