

Network for Good Terms & Conditions – Referral Program

LAST UPDATED: APRIL 5, 2021

Network for Good, Inc. (“Network for Good,” “us,” “our” or “we”) offers a referral program for friends or family of its non-profit customers who refer another qualifying non-profit to Network for Good (“Network for Good Referral Program” or “Program”). We reserve the right to terminate the Program at any time for any reason.

You agree to be bound by these terms and conditions (“Terms”) by participating in the Program.

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES. By participating in the program, you signify that You have read, understand, acknowledge, and agree to be bound by these Terms. You acknowledge that these Terms are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. You may not participate in the Program and may not accept these Terms if You are not of legal age to form a binding contract with Network for Good. If you do not agree to these Terms, You may not participate in the Program. Participation in the Program in violation of these Terms may result in termination of Your ability to participate in the Program.

The terms “You,” “Your,” or “Customer” shall refer to any individual or entity who accepts these Terms by participating in the Program. If You are participating in the Program on behalf of a legal entity, You represent that You are authorized to enter into an agreement on behalf of that legal entity. Nothing in these Terms shall be deemed to confer any third-party rights or benefits.

We reserve the right, in our sole discretion, to change these Terms (“Updated Program Terms”) from time to time. We will notify You of the Updated Program Terms by posting the Updated Program Terms to our website, except where prohibited. Any changes to the Program will become effective as of the date posted. If a Referrer, as defined below, has referrals pending at the time the changes are effective, the pending referrals will be validated and Donations will be made under the terms that were valid at the time the Referred Nonprofit, as defined below, had a conversation with a Network for Good sales representative following referral.

PARTICIPATION ELIGIBILITY

This Program is void where referral programs of this nature are prohibited. Network for Good Customers who refer potential nonprofits are “Referrers.” Referred potential nonprofits are “Referred Nonprofits.” Referrers must be legally able to participate in the Program and have an existing, valid Network for Good account. Companies and employees of Network for Good or their subsidiaries, affiliates or promotional agencies, including immediate family and household members, are not eligible to participate in the Program.

HOW TO PARTICIPATE



To participate, you must provide us with all requested information about the Referred Nonprofit, including a contact name, organization name and email address for the Referred Nonprofit and a description of how you know them. You agree not to provide an SMS gateway email address. If the Referred Nonprofit is a U.S. based 501(c)(3) organization with at least 100 donors, and has a conversation with a Network for Good sales representative, Network for Good will make a \$25 donation (“Donation”) to both the Referrer nonprofit organization and the Referred Nonprofit. There is a limit of 50 Donations per calendar year that a Referrer nonprofit or Referred Nonprofit may receive.

HOW DONATIONS ARE MADE

Donations are subject to verification and will generally be made within 60 days of verification. Network for Good may withhold a donation if it reasonably believes additional verification is needed. Network for Good may also withhold a donation due to conditions it considers fraudulent, suspect, or in violation of these Terms, or if Network for Good, in its sole discretion, believes awarding the donation will impose liability on Network for Good, its subsidiaries, affiliates, or any of their respective officers, directors, employees, representatives and agents.

All decisions by Network for Good are final and binding, unless otherwise prohibited, including decisions as to whether a Referrer, Referred Nonprofit or Donation are valid, when and if to terminate the Program and whether to change the Terms of the Program. Donations will be made subject to Network for Good’s Services Agreement and Terms & Conditions. Network for Good reserves the right to disqualify any Referrer or Referred Nonprofit at any time from participation in the Program for failure to comply with these Terms.

RULES OF CONDUCT

You acknowledge and agree that You will not:

- Use the Program in connection with any pyramid schemes, junk email or spamming effort.
- Engage in any actions designed to disrupt, damage or undermine the Program.
- Engage in behavior intended to annoy or harass others.
- Participate in an unlawful or dishonest manner.
- Engage in behavior designed to harm or malign the reputation of Network for Good, as determined solely by Network for Good.

PRIVACY

You shall be solely responsible for the quality and accuracy of all data that You provide to Network for Good as a participant in the Program. Please note that Network for Good’s use of any data You provide, including personal information, will be in accordance with our Privacy Policy, the terms of which are incorporated herein by reference, which can be found at Privacy Policy (if You are located in any location other than the European Union/European Economic Area (EU/EEA) or UK or are not subject to the GDPR) or Privacy Policy (EU/EEA) (if You are located in the EU/EEA or UK or otherwise subject to the GDPR).

INDEMNIFICATION

You hereby agree to indemnify, defend, and hold Network for Good, our licensors, licensees, distributors, agents, representatives, and other authorized users, and each of the foregoing entities' respective resellers, distributors, service providers and suppliers, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives, and assigns (collectively, the "Indemnified Parties") harmless from and against any and all losses, damages, liabilities, and costs (including settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by the Indemnified Parties in connection with any claim arising out of any breach by You of these Terms or claims arising from Your participation in the Program. You shall use Your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by You.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL NETWORK FOR GOOD, OUR LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS, OR SUPPLIERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS, BUSINESS INTERRUPTION, LOST DATA, PERSONAL INJURY (INCLUDING DEATH), AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULT FROM YOUR PARTICIPATION IN THE PROGRAM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT OF \$25. MOREOVER, UNDER NO CIRCUMSTANCES SHALL WE, OUR LICENSORS, OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS, OR SUPPLIERS, BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS CONTAINED HEREIN AND ELSEWHERE IN THESE TERMS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

GENERAL PROVISIONS

These Terms shall be construed in accordance with the laws of the District of Columbia, without regard to conflict of laws principles. You hereby irrevocably consent to the jurisdiction of the courts in the District of Columbia. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. No waiver of any provision of these Terms by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. In these Terms, the word "including" is used illustratively, as if followed by the words "but not limited to." YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR PARTICIPATION IN THE PROGRAM MUST COMMENCE WITHIN

ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED. These Terms constitute the entire agreement between the parties pertaining to the Program and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties.

Network for Good reserves the right to cancel or suspend the Program at any time should it determine, in its sole discretion, that the integrity or security of the Program has been compromised in any way.