

Spiral Giving Network Terms and Conditions

Effective November 28, 2023

Consent to Terms and Conditions

Spiral Giving Network, Inc. ("SGN", "we," "our," or "us") is a nonprofit 501(c)(3) Donor-Advised Fund that works together with Spiral Financial Inc. ("Spiral"), a technology provider that provides the software platform on which SGN operates its giving programs whether directly or on behalf of Tompkins Community Bank ("Institution") to provide Impact-as-a-Service™ products with a mission to improve the ease with which donations can be made to nonprofit organizations. These terms and conditions (the "Terms") constitute a binding agreement between you ("you," "your", the "Donor") and SGN and govern any (1) giving transaction(s) where these Terms are posted and (2) any services, content, communications, and product features we offer, including those made available through third-party financial institutions (together, the "SGN Services" or the "Services"). These Terms do not apply to the practices of third-party websites, services, or applications.

By using our Services (including making a donation through a link on the website or application of your Institution or any other organization that enables giving through SGN), you (i) agree that these Terms are supported by reasonable, valuable, and sufficient consideration, (ii) acknowledge the receipt of such consideration, and (iii) state that you have read, understand, and agree to be bound by these Terms and the Privacy Policy [[link](#)], which is part of our Terms. If you do not agree to these Terms and the Privacy Policy you are not permitted to use the SGN Services, including by making donations using the SGN Services.

Questions

If you have any questions about the SGN Services, please contact us by email at giving@spiralgivingnetwork.org.

Age Restriction and Eligibility

You represent and warrant that (a) you are at least 18 years old and have the legal capacity to contract, (b) you reside in the United States or any of its territories or possessions, (c) you have the capacity to agree to these Terms, (d) all information you submit to us is truthful and accurate and you will maintain the accuracy of such information, and (e) your use of the SGN Services does not violate any applicable law or regulation.

SGN is a Donor Advised Fund

You are making a donation to SGN, which is a Donor-Advised Fund under federal tax law. While we take all reasonable steps to attempt to grant donated funds to organizations according to a Donor's recommendation, SGN retains exclusive legal control over all donations. By maintaining legal control over donated funds, we are able to issue donation receipts and a Donor's

contributions are tax-deductible to the extent permitted by law. See our Donations Delivery and Refund Policy [\[link\]](#) below for more information about what this legal control means.

Giving Center Donations Made to SGN

By making a donation to SGN through the Giving Center, which enables easy access to nonprofit profiles and the ability to make one-time or recurring recommended donations to charities, including through a link on the website of the Institution or any other organization, you acknowledge that you have read these Terms and understand and agree with the following related to your donation:

1. You are making a donation to SGN, a nonprofit 501(c)(3) Donor-Advised Fund, exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time (the "Code") (Federal Tax ID: 87-2497866). SGN receives charitable contributions from individuals and then makes grants to qualifying charities proposed by those individuals, subject to SGN's Delivery & Refund Policy outlined below. Qualifying charities are organizations that (a) qualify and have been recognized by the IRS as public charities under Sections 509(a)(1) or 509 (a)(2) of the Code or private operating foundations, (b) are 501(c)(3) tax-exempt organizations that are not required to file with the IRS, such as churches and government entities like public schools (assessed on an individual basis by Spiral on behalf of SGN); (c) do not appear on the US Treasury Department's Specially Designated Nationals and Blocked Persons List, (d) do not have a Charity Navigator (charitynavigator.org) moderate or high advisory or other or additional similar designations from a different charity-rating system, (e) do not appear on the list of organizations that may not operate or solicit funds, which is a list maintained by the state of California Department of Justice and which can be found online at <https://oag.ca.gov/charities/pf/cfp>, and (f) do not appear on SGN's list of disqualified charities (together, "Qualifying Charities"). SGN will not grant funds directly to individuals, supporting organizations, non-operating private foundations, or for any non-charitable purpose.
2. When you make a donation to SGN, you may recommend that SGN make a corresponding grant to a Qualifying Charity in the amount of your donation. By making such a recommendation, you certify that the grant (to SGN and any re-grant SGN makes to your proposed charity) will not be used to confer a personal or more than an incidental benefit on you, any member of your family, or any entity affiliated with or controlled by you or your family ("Related Entity"), including that no grant recommended by you will be made to satisfy a legally binding charitable pledge, to permit participation in an event (such as a dinner, raffle or auction), or to pay for goods or services received by you, your family member(s) or any Related Entity. You should be aware that IRS penalties may apply if you recommend a grant that results in impermissible benefits. Donors may wish to enter into non-binding gift intentions with certain Qualifying Charities. Non-binding gift intentions record a Donor's intention to recommend that a grant be made by SGN to such a Qualifying Charity but do not create a legal obligation on the Donor or SGN. A Donor who has entered into a gift intention with a Qualifying Charity will still need to follow SGN processes for recommending a grant, and the final decision on whether SGN

makes such a recommended grant will be in SGN's sole discretion in accordance with the procedures set forth in these Terms and Conditions.

3. SGN will make every effort to grant the funds you donate to your recommended Qualifying Charity. You acknowledge that any grants made by SGN will be made in accordance with SGN's Donation Delivery and Refund Policy [\[link\]](#) set forth below. You understand that SGN, as required by law, retains exclusive legal control over all donations and may redirect funds to an alternate Qualifying Charity in the limited circumstance it elects not to follow your recommendation as further described in the Donation Delivery and Refund Policy.
4. As required by law, in order for your donation to SGN to be considered tax-deductible, it must be a final and irrevocable gift to SGN. Refunds may only be granted in exceptional circumstances, in accordance with our Donation Delivery and Refund Policy set forth below, and only when the funds have not already been re-granted by SGN.
5. SGN will provide you with a receipt acknowledging your charitable contribution, indicating the amount of your contribution, the date it was made, and the donor-recommended Qualifying Charity. Any additional receipt you may receive from a recommended Qualifying Charity as a result of your charitable contribution to SGN should be disregarded for tax purposes.
6. Your personal data, including your name, email address, and physical address (if on file) will be treated in accordance with SGN's Privacy Policy [\[link\]](#) and will be shared with the charities unless you choose to opt out of sharing that information (please see the privacy policy of any charity to which you make a grant recommendation to see how they use and share personal information). If you choose not to share your personal information, we will make an anonymous donation to the recommended charity.
7. SGN charges you a donation processing fee in connection with contributions made to it and for its service of re-granting to Qualifying Charities. Donation processing fees are 2.05% or a minimum of \$1.02, whichever is greater.
8. You acknowledge that SGN will charge you the above processing fees which it will disclose to you at the time that you complete a donation to SGN.

Donations Made to SGN through the Everyday Impact™ Program

By donating to SGN through the Everyday Impact Program, which aligns consumer spending with donations to specific charities with an intended impact ("Everyday Impact"), you acknowledge that you have read these Terms and understand and agree with the following related to your donation:

1. Your donation through Everyday Impact is made to SGN, a Donor-Advised Fund, exempt from federal income tax under Section 501(c)(3) of the Code (Federal Tax ID: 87-2497866). SGN receives charitable contributions from individuals who have chosen to participate in this program and makes grants to one or more pre-approved designated Qualifying Charities in several different cause categories.

2. As required by law, in order for your donation to SGN to be considered tax-deductible, it must be a final and irrevocable gift to SGN. It is not possible to refund contributions made through Everyday Impact.
3. SGN will provide you with a monthly receipt acknowledging your charitable contribution to SGN and providing a monthly accumulation of donations associated with your spending in each Everyday Impact category.
4. Your personal data, including your name, email address, and physical address (if on file) will be treated in accordance with SGN's [\[link\]](#) Privacy Policy, and will not be shared with Qualifying Charities receiving grants through Everyday Impact unless you choose to share that information with the recommended charity, which you may do through the Everyday Impact Settings (if you opt-in, please see the privacy policies of the relevant Everyday Impact charities to understand how they use and share personal information).
5. SGN charges you a donation processing fee in connection with contributions made to it and for its service of re-granting to Qualifying Charities through Everyday Impact. Donation processing fees are 2.05% of your monthly round-up amount to each Everyday Impact category and its respective nonprofit(s), rounded up to the penny. In some instances, your Institution may choose to cover the Everyday Impact fees. In such cases, this will be made apparent to you upon your activation of the program.
6. You acknowledge that both SGN and Spiral are charging you fees which they will disclose to you at the time that you activate the Everyday Impact program.

Donation Delivery & Refund Policy

1. Donation Delivery - SGN grants to Qualifying Charities will be distributed via ACH or mailed check. It may take up to 60 days from the date of the Donor's contribution to SGN for a grant to be distributed to a Qualifying Charity. For newly initiated or previously scheduled recurring donations, the recommended donation execution date could be up to seven days beyond the date specified by the user. Pending distribution to Qualifying Charities, SGN holds all donations in a secure, non-interest-bearing bank account. All grants made to Qualifying Charities by SGN are effected in a manner that is consistent with this Donation Delivery & Refund Policy and applicable laws and regulations.
2. Ineligibility of a Charity to Receive SGN Grant Funds - As a public charity itself, SGN must retain ultimate discretion and control over all donations it receives. Accordingly, SGN reserves the right to conduct a review of any charity (including Qualifying Charities) on an ongoing basis before making a grant in accordance with a Donor recommendation.

For example, SGN may investigate suspicious activity and may determine that a charity that once met the requirements of a Qualifying Charity no longer does so. Consequently, such a charity will be ineligible to receive future grants from SGN. SGN will not support any charity that it determines promotes violence, hate, or racial intolerance, or that it has reason to believe is engaged in money laundering or other illegal activities.

In addition, a charity may refuse grants made to it by SGN and may request at any time that SGN not make any further grants to it by contacting SGN [giving@spiralgivingnetwork.org].

3. How Funds are Used by Qualifying Charities – For one-time or recurring donations made to SGN through the Giving Center, SGN makes unrestricted general support grants to Qualifying Charities in support of their charitable purposes and activities. SGN does not verify how a Qualifying Charity uses grant funds received from SGN and assumes no responsibility with respect to the Qualifying Charities' use of funds. For donations made to SGN through Everyday Impact, SGN works directly with the charities to assess the cost per impact unit, and all grants made through Everyday Impact are meant to be restricted to the impact unit associated with your spending. SGN evaluates the impact of the charities on an annual basis.
4. Reassignment of Certain Donations - While we take all reasonable steps to attempt to grant donated funds to Qualifying Charities according to a Donor's recommendation, SGN retains exclusive legal control over all donations. In the rare cases when a charity fails to meet the requirements of a Qualifying Charity or is otherwise ineligible to receive support from SGN as described above, SGN reserves the right to reassign funds to another Qualifying Charity or a general charitable fund maintained by SGN. We may also reassign donations if we are unable to distribute the funds successfully (e.g., a Qualifying Charity fails to cash the check(s) we send). Whenever possible, SGN will notify a Donor that it is unable to support the Donor's recommended charity and ask the Donor to recommend a different Qualifying Charity. If SGN is unable to reach the Donor, or the Donor chooses not to respond, within 45 days of SGN's initial outreach, SGN will try to grant the funds to a Qualifying Charity of its choice in the same or similar cause area. If that is not possible, SGN will instead grant the funds to a Qualifying Charity with a broad humanitarian mission or a general charitable fund maintained by SGN. Note: The tax-deductibility of a donation does not change if funds are reassigned because SGN is the charitable organization of record for the Donor's original donation
5. Legal and Financial Advice and Endorsement Disclaimer - Content provided in connection with the Services is provided for education and information purposes only. Such information and materials do not constitute and are not intended to provide legal, accounting, or tax advice and should not be relied upon for such purposes. For financial or legal questions, please consult an attorney, accountant, or financial advisor. Unless otherwise specifically indicated, Spiral and SGN do not endorse and have no affiliation with Qualifying Charities that may be mentioned, listed, described, or linked in connection with the Services and make no representation or warranty whatsoever with regard to such Qualifying Charities or the use of funds by such Qualifying Charities. While Spiral and SGN perform an initial vetting of charities to ascertain that they meet the criteria for Qualifying Charities, Donors should conduct their own due diligence on Qualifying Charities prior to recommending grants through SGN and neither Spiral nor SGN will be liable to Donors for any misconduct engaged in by a Qualifying Charity.

Should Spiral or SGN learn that any Qualifying Charity has engaged in fraudulent activity or misused funds, such Qualifying Charity will be ineligible to receive future funding.

6. Donation Refund Policy - Donations to SGN are considered irrevocable and thus refunds to a Donor may be granted only in exceptional circumstances and in SGN's sole discretion. Examples of circumstances in which refunds might be considered include:
- The donation was made in error; or
 - The donation was not authorized by the Donor.

SGN requests that the Donor first report the return request to their Institution and have their Institution authorize the return. If an authorization return is granted, the Donor may reach out to giving@spiralgivingnetwork.org. Refunds are not guaranteed.

Intellectual Property

The SGN Services and all intellectual property rights contained therein, including but not limited to any content, are owned by or licensed to us. Intellectual property rights mean rights such as: copyright, trademarks, trade secrets, domain names, design rights, database rights, patents, and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). In addition, all page headers, custom graphics, button icons, logos, product and service names, designs, slogans, and scripts are service marks, trademarks, nonprofit images and videos, and/or trade dress of SGN or its licensors. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of them without our prior written consent.

Nothing in these Terms grants you any legal rights in the SGN Services or intellectual property contained therein. You agree not to adjust or try to circumvent or delete any notices contained in the SGN Services (including any intellectual property notices) and in particular in any digital rights or other security embedded or contained within the SGN Services.

We reserve all of our rights in any intellectual property in connection with the Terms. This means, for example, that we remain owners of them and are free to use them as we see fit.

The Terms permit you to use the SGN Services and the activities offered therein for your personal, non-commercial use only. Any use of the SGN Services not expressly permitted by the Terms is a breach of the Terms and may violate copyright, trademark, and other laws.

Third-Party Websites Generally

SGN Services may include links to other third-party websites, including without limitation, charity websites and fintech websites ("Third-Party Websites"). We have no control over the content of Third-Party Websites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any Third-Party Website linked to or on the SGN Website, you do so entirely at your own risk and subject to the terms and conditions of use of the Third-Party Website.

Restrictions on the Use of SGN Services

You are not permitted to use the SGN Services or activities contained therein for any illegal purposes, including, but not limited to, fraud and money laundering or the funding of terrorist organizations. SGN will report any suspicious activity and cooperate with any relevant law enforcement agency or regulator. You will not: (a) breach the Terms; (b) infringe or misappropriate SGN's or any third-party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy; (c) provide us with false, inaccurate or misleading information; (d) take any action that imposes an unreasonable or disproportionately large load on our infrastructure; (e) facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (f) use an anonymizing proxy; (g) use any robot, spider or other automatic device, or manual process to monitor or copy our Services without our prior written permission; (h) interfere or attempt to interfere with the SGN Services; (i) take any action that may cause us to lose any of the services from our Internet service providers, payment processors or other suppliers; (j) harass our employees, agents or other donors; (k) refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us; or (l) refuse or fail to provide further information about you or your activities that we may reasonably request.

If SGN, in its sole and absolute discretion, believes that you may have breached the provision of this Section, we may take action to protect ourselves and third parties. The action we may take includes but is not limited to (a) closing, suspending, or limiting your access to any or all of the SGN Services; (b) contacting your bank, law enforcement, or impacted third parties of your actions; (d) taking legal action against you; (e) terminating the Terms; and/or (e) blocking your access to the SGN Services temporarily or permanently.

Where possible, we will provide you with the relevant information regarding the actions imposed, but we may be unable to do so in accordance with the appropriate law including avoiding disclosing protected third-party information or interfering in the course of an investigation.

Availability of the Services/Termination

We reserve the right to change our fees in the future (in which case we will inform you of any such changes in fees or material changes in Services, via disclosure language on donation checkout or through an email). We may modify, replace, refuse access to, or suspend or discontinue the Services (or your access to the Website), partially or entirely, at our sole discretion.

Indemnification

You agree to defend, indemnify, and hold harmless SGN, Spiral, and Institution, and its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of the Terms or your use of the SGN

Services, including, but not limited to, any use of our content and the SGN Services other than as expressly authorized in the Terms or, you use of any information obtained or derived from the SGN Services.

No Warranty

YOUR USE OF THE SGN SERVICES, ITS CONTENT, AND ANY SPECIFIC SERVICES OR ITEMS OBTAINED THROUGH ITS USE IS AT YOUR OWN RISK. THE SGN SERVICES, ITS CONTENT, AND ANY SPECIFIC SERVICES OR ITEMS OBTAINED THROUGH THEM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER SGN, SPIRAL, THE INSTITUTION, NOR ANY PERSON ASSOCIATED WITH SGN, SPIRAL, OR THE INSTITUTION MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SGN SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER SGN, SPIRAL, THE INSTITUTION, NOR ANYONE ASSOCIATED WITH SGN, SPIRAL, OR THE INSTITUTION REPRESENTS OR WARRANTS THAT THE SGN SERVICES AND, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THEM WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT WEBSITES WHERE THESE TERMS ARE POSTED OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SGN SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SGN SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. SGN ASSUMES NO RESPONSIBILITY WITH RESPECT TO THE USE OR MISUSE OF FUNDS BY ANY QUALIFYING CHARITY AND YOU RELEASE SPIRAL, SGN, AND THE INSTITUTION FROM ANY CLAIMS PERTAINING TO A QUALIFYING CHARITY'S USE OR MISUSE OF FUNDS GRANTED TO IT BY SGN UPON YOUR RECOMMENDATION.

Limitations of Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL SGN, SPIRAL, THE INSTITUTION, THEIR AFFILIATES, THEIR ASSIGNEES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR ATTEMPTED USE OF, OR INABILITY TO USE, THE SGN SERVICES AND ANY WEBSITES LINKED TO THEM, ANY CONTENT ON SUCH OTHER WEBSITES, OR YOUR FAILURE TO ENSURE THE SECURITY OF YOUR INFORMATION, 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. SGN'S TOTAL AGGREGATE LIABILITY TO YOU UNDER THE TERMS AND IN CONNECTION WITH YOUR USE OF THE SGN SERVICES IS LIMITED TO THE TOTAL FEES PAID TO SGN IN THE PREVIOUS 12 MONTHS OR \$50 TOTAL, WHICHEVER IS LESS.

You are responsible for all liabilities, financial or otherwise, incurred by SGN or a third party caused by or arising out of your breach of the Terms and your use of the SGN Services. You agree to reimburse SGN or a third party for any and all such liability, to the extent not prohibited by applicable law.

THIS SECTION DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Governing Law; Arbitration and Class Action Waiver

1. These Terms shall be construed and governed by the laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). Access or use of the SGN Services is unauthorized in any jurisdiction that does not give effect to all provisions of the Terms.
2. **BINDING ARBITRATION:** ANY CLAIM, DISPUTE, OR CONTROVERSY OF WHATEVER NATURE ARISING OUT OF OR RELATING TO THE TERMS OR THE SGN SERVICES SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROCESS DESCRIBED IN THIS SECTION.

Any claim, dispute, or controversy arising out of or relating to the Terms or the SGN Services and donations made therein, including, without limitation, federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation, or any other legal theory ("**Claim**"), shall be resolved through binding arbitration, on an individual basis. Subject to applicable jurisdictional requirements, you may elect to pursue your Claim in your local small claims court rather than through arbitration so long as your matter remains in small claims court and proceeds only on an individual (non-class and non-representative) basis. The arbitration shall be conducted in accordance with the American Arbitration Association's rules for arbitration of consumer-related disputes, which are accessible at:

<https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>.

Before serving a demand for arbitration for a Claim, you and SGN agree to first notify each other of the Claim. You agree to notify us of the Claim by email to [\[giving@spiralgivingnetwork.org\]](mailto:giving@spiralgivingnetwork.org) and we agree to notify you at your email address on file. You and SGN agree to seek an informal voluntary resolution of the Claim. Any notice provided pursuant to this Section must include pertinent information, a brief description of the Claim, and contact information so that you or SGN, as applicable, may evaluate the Claim and attempt to informally resolve the Claim. Both you and SGN will have 60 days from the date of the receipt of the notice to informally resolve the other party's Claim, which, if successful, will avoid the need for further action.

3. **CLASS ACTION WAIVER:** TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. YOU ACKNOWLEDGE THAT, BY AGREEING TO THESE TERMS, YOU AND SGN

EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

Entire Agreement; Third Party Rights; Enforcement

These Terms (which include the Privacy Policy) control the relationship between you and SGN and represent the entire agreement among us with respect to your use of the SGN Services. They do not create any third-party rights. If any part of these Terms is unenforceable, that will not affect the other terms. If you do not comply with any of the Terms and we do not take action to enforce them right away, that does not mean that we are giving up our right to take action in the future. We may take any actions necessary for us to comply with applicable laws and to enforce our rights hereunder.

Modifications to Terms

We reserve the right to modify these Terms in our sole discretion at any time. Any modification to the Terms will be effective immediately upon posting by us. Your continued use of the SGN Services after the posting of such modifications, with or without notification, constitutes binding acceptance of such modified Terms.

Difficulty Accessing Our Terms and Conditions

Individuals with disabilities who are unable to usefully access our online Terms may contact us to inquire how they can obtain a copy of our Terms in another, more easily readable format.

Contact Information

The Services are operated by Spiral Giving Network, Inc. Inquiries should be sent to: giving@spiralgivingnetwork.org

State Fundraising Notices

Your gift is very much appreciated and may be tax deductible pursuant to IRC §170(c). A copy of our latest financial report may be obtained by writing to Spiral Giving Network, Inc., 31 Hudson Yard – Floor 11, New York, NY 10001. SGN has been formed to support the work of charities across the United States. If you are a resident of one of these states, you may obtain financial information directly from the state agency:

FLORIDA – A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE, 1-800-435-7352 (800-HELP-FLA) WITHIN THE STATE OR VISITING www.FloridaConsumerHelp.com. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE. Florida Registration number;

GEORGIA - A full and fair description of the programs of Spiral Giving Network, Inc. and our financial statement summary is available upon request at the office and phone number indicated above;

MARYLAND – For the cost of copies and postage, documents and information filed under the Maryland charitable organizations laws can be obtained from the Office of the Secretary of State, State House, Annapolis, MD 21401;

MISSISSIPPI – The official registration and financial information of SGN Corporation may be obtained from the Mississippi Secretary of State's office by calling 1-888-236-6167. Registration by the Secretary of State does not imply endorsement;

NEW JERSEY – INFORMATION FILED WITH THE ATTORNEY GENERAL CONCERNING THIS CHARITABLE SOLICITATION AND THE PERCENTAGE OF CONTRIBUTIONS RECEIVED BY THE CHARITY DURING THE LAST REPORTING PERIOD THAT WERE DEDICATED TO THE CHARITABLE PURPOSE MAY BE OBTAINED FROM THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY BY CALLING (973) 504-6215 AND IS AVAILABLE ON THE INTERNET AT <http://www.state.nj.us/lps/ca/charfrm.htm>. REGISTRATION WITH THE ATTORNEY GENERAL DOES NOT IMPLY ENDORSEMENT;

NEW YORK – you may obtain information on charitable organizations and obtain a copy of our latest financial report from the New York Attorney General's Charities Registry at www.charitiesnys.com or, upon request, by contacting the Office of the Attorney General, Charities Bureau, 28 Liberty Street, New York, NY 10005, or calling (212) 416-8401;

NORTH CAROLINA – FINANCIAL INFORMATION ABOUT THIS ORGANIZATION AND A COPY OF ITS LICENSE ARE AVAILABLE FROM THE STATE SOLICITATION LICENSING BRANCH AT 1-888-830-4989. THE LICENSE IS NOT AN ENDORSEMENT BY THE STATE;

PENNSYLVANIA – The official registration and financial information of SGN Corporation may be obtained from the Pennsylvania Department of State by calling toll-free, within Pennsylvania, 1-800-732-0999. Registration does not imply endorsement;

VIRGINIA – Virginia State Office of Consumer Affairs, Department of Agricultural and Consumer Services, PO Box 1163, Richmond, VA 23218;

WASHINGTON – Charities Division, Office of the Secretary of State, State of Washington, Olympia, WA 98504-0422, 1-800-332-4483;

WEST VIRGINIA – Residents may obtain a summary of the registration and financial documents from the Secretary of State, State Capitol, Charleston, WV 25305.

WISCONSIN - A financial statement of the charitable organization disclosing assets, liabilities, fund balances, revenue, and expenses for the preceding fiscal year will be provided to any person upon request.

Registration with any of these state agencies does not imply endorsement, approval, or recommendation by any state.