



301 Union Street #21308 | Seattle, WA 98111

## GREATER GOOD CHARITIES'

### GRANT APPLICATION TERMS OF SERVICE ("TOS")

Greater Good Charities' Terms of Service are current as of June 25, 2024. If you are a new Grant Applicant to Greater Good Charities (GGC), please read these Terms of Service carefully before creating an Account, completing, and submitting an application for any Grant, or accessing Our Service. Applications made through GGC' Grants Portal and all Grants issued based on applications made are controlled by additional agreements and exhibits to which these Terms of Service are incorporated by reference.

#### Interpretation and Definitions

##### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

##### Definitions

For the purposes of these Terms of Service:

- **"Account"** means a unique account created for You in Our Grant Portal to make application to and communicate with GGC as part of Our grant-making process.
- **"Company"** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Greater Good Charities.
- **"Country"** refers to the United States of America unless otherwise specifically stated.
- **"Content"** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- **"Device"** means any device that can access the Service such as a computer, a cell phone or a digital tablet.
- **"Feedback"** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service. We can be reached at [grantsupport@greatergood.org](mailto:grantsupport@greatergood.org).
- **"Grant"** refers to GGC' support including but not limited to cash, program services, and or in-kind product.
- **"Grant-making Processes"** (also referred to as the "Service") means any and all interaction by You with the Company with the intention of or the actions towards applying for and receiving a Grant.



301 Union Street #21308 | Seattle, WA 98111

- **“Grant Portal”** means GGC’ Salesforce and Website access point hosting Our grant application processes.
- **“Terms of Service”** (also referred to as **“Terms”**) mean these Terms of Service that form the initial agreement between You and the Company regarding the use of the Service.
- **“Third-party Platforms in the Service”** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service. We use various Third-party Platforms to support Our Service. These Third-party Platforms may have their own policies which should be carefully read.
- **“Website”** refers to GGC’ website, accessible from <https://greatergood.org/>
- **“You”** means the individual accessing or using GGC’ Account Portal, or the company, or other legal entity on behalf of which such individual is accessing or using GGC’ grant-making processes, as applicable.

## Acknowledgment

These Terms of Service govern the use of GGC’ Grant-making Processes. Additional Grant-specific agreements and exhibits may be required prior to the issuance of any Grant. These Terms of Service and any additional agreements and exhibits shall govern the relationship between You and the Company. These Terms of Service set out the rights and obligations of all users regarding the application for a Grant. These rights and obligations are incorporated by reference into any additional agreements and exhibits which are Grant-specific. Where any aspect of the Terms of Service conflict with Grant-specific agreements and or exhibits, the agreement(s) and or exhibit(s) will control.

Your access to and use of the Grant-making Processes is conditioned on Your acceptance of and compliance with these Terms of Service. These Terms of Service apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms of Service. If You disagree with any part of these Terms of Service, then You may not access the Service. If You are applying on behalf of an organization, You represent and warrant that You are a designated representative of the organization on behalf of which You are applying and that that organization agrees to accept all terms and conditions of the Terms of Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy, Data Collection Policy, and but not limited to the Grant of License (GoL) of the Company. These policies and documents describe Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website describe the collection, storage and use of data We acquire, and defines the terms and



301 Union Street #21308 | Seattle, WA 98111

conditions relevant to GGC' ownership and use of material You provide to Us. Please read these materials carefully before using Our Service as accepting Our Terms of Service means You accept these additional policies and the Grant of License. A copy of the privacy and data collection policy may be found using the following link:

<https://greatergood.org/privacy>

Our Grant of License may be previewed using the link below in the "Content" section.

## **User Accounts**

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of these Terms of Service, which may result in immediate termination of Your account and bar You from future Grant opportunities.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or any associated Third-Party service.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

## **Content**

### **Posting content for Your Application and or Reporting**

Our Service allows You to post Content in support of your application and or as part of your reporting obligations. You are responsible for the Content that You post to the Service, including its legality, reliability, and appropriateness.

By posting Content to the Service, You agree to be bound by Our Grant of License, which you will be required to sign once You create your Account. To view our Grant of License, click the link here: <https://greatergood.org/hubfs/Agreements/GOL.pdf>. All posted content must comply with and is governed by Our Grant of License.

The Grant of License, among other things, grants Us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You retain Your rights of ownership to any Content You submit, post or display on or through the Service and You are responsible for protecting those rights. You agree that this license includes



301 Union Street #21308 | Seattle, WA 98111

the right for Us to make Your Content available to other users of the Service, who may also use Your Content subject to the terms found in Our Grant of License.

You represent and warrant that: (i) the Content is Yours (You own it) or You have the right to use it and grant Us the rights and license as provided here and or in the GoL, and (ii) the posting of Your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Please read the Grant of License carefully as its wording controls in these matters.

### **Content Restrictions**

The Company is not responsible for the content of the Service's users. You warrant and agree that You are solely responsible for the Content and for all activity that occurs under your account, whether done so by You or any third person using Your account.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Spam, machine – or randomly – generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity including the Company and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.

The Company reserves the right, but not the obligation, to, in its sole discretion, 1) determine whether or not any Content is appropriate and complies with these Terms, 2) refuse or remove this Content. The Company further reserves the right to make formatting and edits and change the manner of any Content. The Company can also limit or revoke the use of the Service if You post such objectionable Content. As the Company cannot control all content posted by users and/or



301 Union Street #21308 | Seattle, WA 98111

third parties on the Service, you agree to use the Service at your own risk. You understand that by using the Service You may be exposed to content that You may find offensive, indecent, incorrect or objectionable, and You agree that under no circumstances will the Company be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

### **Content Backups**

Although regular backups of Content are performed, the Company does not guarantee there will be no loss or corruption of data.

Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed.

The Company will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. But You acknowledge that the Company has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state.

You agree to maintain a complete and accurate copy of any Content in a location independent of the Service.

### **Copyright Policy**

#### **Intellectual Property Infringement**

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

If You are a copyright owner, or authorized on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, You must submit Your notice in writing to the attention of our copyright agent via email to [legal@greatergood.org](mailto:legal@greatergood.org) and include in Your notice a detailed description of the alleged infringement.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing Your copyright.

#### **DMCA Notice and DMCA Procedure for Copyright Infringement Claims**

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Legal department with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):



301 Union Street #21308 | Seattle, WA 98111

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.
- A description of the copyrighted work that You claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Identification of the URL or other specific location on the Service where the material that You claim is infringing is located.
- Your address, telephone number, and email address.
- A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Legal department via email ([legal@greatergood.org](mailto:legal@greatergood.org)). Upon receipt of a notification, the Company will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Service.

## **Intellectual Property**

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the USA and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

## **Your Feedback to Us**

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

## **Links to Other Websites**

Our Service may contain links to third-party web sites or services (such as Salesforce) that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or



301 Union Street #21308 | Seattle, WA 98111

alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

### **Termination**

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms of Service.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

### **Limitation of Liability**

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid, if anything, by You to the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

### **"AS IS" and "AS AVAILABLE" Disclaimer**

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any





301 Union Street #21308 | Seattle, WA 98111

other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the Company's providers makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

### **Governing Law**

The laws of the state of Washington, excluding its conflicts of law rules, shall govern these Terms of Service, Our Grant-making processes, and Your use of the Service. Your use of the Service may also be subject to other local, state, national, or international laws.

### **Disputes Resolution**

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

### **For European Union (EU) Users**

If You are a European Union Service user, you will benefit from any mandatory provisions of the law of the country in which You reside in.

### **United States Legal Compliance**

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties. All users of the Service must comply with any applicable conditions set forth by the US Department of the Treasury, Office of Foreign Asset Control.





301 Union Street #21308 | Seattle, WA 98111

## **Severability and Waiver**

### **Severability**

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### **Waiver**

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

## **Changes to These Terms of Service**

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the Service. We will delete Your account upon written request to [grantsupport@greatergood.org](mailto:grantsupport@greatergood.org).

## **Contact Us**

If you have any questions about these Terms of Service, You can contact us:

- By visiting this page on our website: <https://greatergood.org/grants>
- By sending us an email: [grantsupport@greatergood.org](mailto:grantsupport@greatergood.org)