

## Shared Harvest Fund Corporation – Nonprofit Partners Addendum

This nonprofit partners addendum (“Addendum”) forms part of Shared Harvest Fund’s Terms of Use [<https://sharedharvestfund.org/terms-of-service/>]. This Addendum, along with our Terms of Use constitute a contract between you (the “Customer” or “you”) and SHF relating to the Services to be provided to you in connection with a paid subscription to the Service.

By clicking the consent box, you affirmatively agree to be bound by this Addendum, our Terms of Use, and our Privacy Policy [<https://sharedharvestfund.org/your-privacy-policy/>]. If you are entering into this Addendum on behalf of a company, Organization, or other legal entity (an “Entity”), you are agreeing to this Addendum on behalf of that Entity, and represent to that you are an authorized employee or official representative of that Entity and have the authority to bind such Entity and its affiliates to this Addendum, in which case the terms “you”, “your” or related terms herein shall refer to such Entity and its affiliates.

### **1. Purpose**

SHF is a company that provides a platform for mission-driven individuals to find and connect with nonprofits, and offer their skills and labor to assist with the nonprofits’ activities. you are an Organization that desires to use SHF’s Service. you desire to purchase Services from SHF, and in doing so agree to the following terms and conditions for receiving the Services.

### **2. Definitions**

When used in this Addendum with the initial letters capitalized, in addition to terms defined elsewhere in this Addendum, the following terms have the following meanings:

- i. **"Account"** means all SHF accounts or instances created by or on behalf of you or SHF’s Users within the Service.
- ii. **"Billing Period"** means the period for which you agree to prepay fees, which will be the same as or shorter than the Subscription Term. For example, if you subscribe to the SHF Service for a one (1) year Initial Subscription Term, with a one (1) month upfront payment, the Billing Period will be one (1) month.
- iii. **"SHF"** means Shared Harvest Fund Corporation, a California corporation. In this Addendum, SHF may also be referred to through the use of "We", "Our", or "Us".
- iv. **"Confidential Information"** means information that is marked "confidential" or "proprietary" or information that a reasonable person would understand to be confidential.

- v. "**Client Content**" means all materials, designs, copyrighted works, content or products provided by you to SHF or Debtfreelancer.
- vi. "**Form**" means any SHF generated service order form executed or approved by you with respect to your subscription to the Service, which form may detail, among other things, the number of Projects you may be matched on at any time under your subscription to the Service and the Service Plan applicable to your subscription to the Service.
- vii. "**Debtfreelancer**" means a volunteer that has been matched with you through the SHF Service and who has agreed to undertake a Project for you.
- viii. "**Organization**" means a nonprofit organization, charity, for-profit social enterprise, or other organization.
- ix. "**Project**" means a volunteer engagement with a pre-defined scope and deliverables.
- x. "**Project Completion Issue**" means a failure on the Debtfreelancer's part to complete the Work Product agreed to at the start of the Project despite reasonable best efforts made by you to manage the Debtfreelancer. Reasonable best efforts with respect to volunteer management include but not are limited to: (i) timely responses and communication throughout the life of the Project, (ii) appropriate behavior towards the Volunteer, and (iii) not materially changing the scope of the Project after it begins.
- xi. "**Service**" means the SHF volunteer matching service and tools provided by SHF, which may include creating Project listings, assisting you in finding a Debtfreelancer, and providing Project support post-match. Any new or modified features added to or augmenting the Service or updates or enhancements to the Service ("Updates") are also subject to this Addendum and We reserve the right to deploy Updates at any time.
- xii. "**Service Plan**" means the service plan and the functionality and services associated herewith (as detailed on the Site) for which you subscribe.
- xiii. "**Site**" means [www.sharedharvestfund.org](http://www.sharedharvestfund.org)
- xiv. "**Software**" means software provided by SHF through the internet that allows you to use any functionality in connection with the Service.
- xv. "**Subscription Term**" means the Initial Subscription Term and all Renewal Subscription Terms.
- xvi. "**Volunteer**" means any prospective volunteer(s) who may wish to work with you.
- xvii. "**Users**" means your employees, representatives, consultants, contractors or agents who are authorized to use the Service through your Account as an agent and/or administrator as identified through a unique login.
- xviii. "**Work Product**" means any services or material created by the Debtfreelancer for you, including but not limited to copyrightable works, tools, systems, strategic plans,

marketing plans, business assessments, implementations, services, advice, consultations.

- xix. **"Work Product Issue"** means a failure on the Debtfreelancer's part to deliver a Work Product of sufficiently high quality despite reasonable best efforts made by you to manage the Debtfreelancer. Reasonable best efforts with respect to volunteer management include but not are limited to: (i) timely responses and communication throughout the life of the Project, (ii) appropriate behavior towards the Volunteer, and (iii) not materially changing the scope of the Project after it begins.

### **3. Scope and Performance**

SHF agrees to perform all services on a commercially reasonable efforts basis. However, the final provision of any services called for in this Addendum are provided by SHF on an "as is" basis. you understand that because of the uncertain nature of recruitment efforts, SHF makes no guarantees as to the effectiveness of its services or the reliability of any Debtfreelancers introduced to you. However, SHF will not knowingly provide unsuitable Debtfreelancers to you. Further, no change or increase in the scope of services shall be valid unless agreed to in writing by the Parties to this Addendum.

### **4. Project Information**

you may access all Project information by logging into your SHF profile.

### **5. Fees and Payments**

- i. *Subscription Fees.* Unless otherwise indicated on a Form referencing this Addendum, all Subscription Fees associated with your access to and use of the Service are due in full upon commencement of your Initial Subscription Term. If you fail to pay your Subscription Fees, or fees for other services indicated on any Form referencing this Addendum within five (5) business days of our notice to you that payment is due or delinquent, or if you do not update payment information upon our request, in addition to our other remedies, we may suspend or terminate access to and use of the Service by you.
- ii. *Payment by Credit Card.* If you are paying by credit card, you authorize us to charge your credit card or bank account for all fees payable at the beginning of the Initial Subscription Term and all subsequent Billing Periods. SHF uses a third party intermediary to manage credit card processing and this intermediary is not

permitted to store, retain or use your billing information except to process your credit card information for SHF. you further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party.

- iii. *Taxes.* All fees are exclusive of taxes, which we will charge as applicable. you agree to pay any taxes applicable to your use of the Service. you shall have no liability for any taxes based upon our gross revenues or net income.

## **6. Subscription Term and Renewal**

- i. *Initial Subscription Term.* The initial subscription term shall begin on the effective date of your Subscription and expire at the end of the period selected during the subscription process ("Initial Subscription Term").
- ii. *Renewal Subscription Term.* Unless one of us gives the other written notice that it does not intend to renew the subscription, this Addendum will automatically renew for the shorter of (a) the Initial Subscription Term, or (b) one month ("Renewal Subscription Term"). Written notice of non-renewal must be sent no more than ninety (90) days but no less than seven (7) days in advance of the end of the Subscription Term. The Renewal Subscription Term will be on the current terms and conditions of this Addendum. Unless otherwise provided for in any Form, the Subscription Fees applicable to your subscription to the Service for any such subsequent Subscription Term shall be Our Standard Subscription Fees for the Service Plan to which you have subscribed as of the time such subsequent Subscription Term commences.
- iii. *End of Subscription Term.* The Subscription Term will end on the expiration date and cannot be canceled before its expiration.

## **7. Cancellation and Termination of Services**

- i. SHF provides a 90-day money back guarantee if you are not satisfied with our Services. In order to obtain a refund, please email us at [people@sharedharvestfund.org](mailto:people@sharedharvestfund.org) and include "Request for Refund: 90-Day Guarantee" in the subject line. We will work with you to try to resolve your issue, and if we are unable to do so within thirty (30) days, we will issue a refund of all Subscription Fees you have paid to date.

- ii. Other than our 90-day money back guarantee, no refunds or credits for Subscription Fees or other fees or payments will be provided to you if you elect to terminate your subscription to the Service or cancel your Account prior to the end of your then effective Subscription Term. Following the termination or cancellation of your subscription to the Service and/or Account, we reserve the right to delete all of your data in the normal course of operation. your data cannot be recovered once your Account is cancelled.
- iii. If you terminate your subscription to the Service or cancel your Account prior to the end of your then effective Subscription Term, or we effect such termination or cancellation, in addition to other amounts you may owe SHF, you must immediately pay any then unpaid Subscription Fees associated with the remainder of such Subscription Term. This amount will not be payable by you in the event you terminate your subscription to the Service or cancel your Account as a result of a material breach of this Addendum by SHF, provided that you provide advance notice of such breach to SHF and afford SHF not less than thirty (30) days to reasonably cure such breach.
- iv. SHF reserves the right to modify, suspend or terminate the Service (or any part thereof), your Account or your rights to access and use the Service, and remove, disable and discard any of your Data if we believe that you have violated this Addendum. Unless legally prohibited from doing so, SHF will use commercially reasonable efforts to contact you directly via email to notify you when taking any of the foregoing actions. SHF shall not be liable to you or any other third party for any such modification, suspension or discontinuation of your rights to access and use the Service. Any suspected fraudulent, abusive, or illegal activity by you may be referred to law enforcement authorities at Our sole discretion.

## **8. Project Completion Issues and Work Product Issues**

- i. *Credits for Project Completion Issue(s)* . If you suffer either a Project Completion Issue on an individual Project, SHF may, **at its discretion**, either (i) use its reasonable best efforts to find you a new Debtfreelancer™ to complete the Project (or a different Project of your choosing). The maximum allowable project deliverables will vary based on your membership package, but a reasonable threshold is typically 5 - 7 stipend-based projects annually. An unlimited amount of projects may be posted to the site which can be completed by Debtfreelancers™ on a *non-stipend* basis. We cannot guarantee that all of your projects will be filled. Projects are selected by Debtfreelancers™. We do what is within reason to encourage our Debtfreelancers™ to consider all projects based on their ability to commit and skill sets.

- ii. *Conditions to Claim a Project Completion Issue or Work Product Issue Credit.* you agree that SHF has the sole discretion in granting credits for either a Project Completion Issue or Work Product Issue. you must also meet the following conditions:
  - a. Upon discovery of the issue, you must immediately provide notice to SHF of the Project Completion Issue or Work Product Issue and provide SHF with information about the Project Completion Issue or Work Product Issue and respond to any additional requests for information or cooperation;
  - b. you must not have directly or indirectly caused the Project Completion Issue or Work Product Issue;
  - c. you must have used reasonable best efforts to try to remedy the circumstance of the Project Completion Issue or Work Product Issue prior to making a claim. You also agree to have the above conditions listed reviewed by our internal review board who will have the final determination on outcome.
- iii. *SHF Decision Making.* You agree all determinations with respect to the grant of any credits assigned to Debtfreelancers™ shall be made by SHF, including without limitation the size of any credit, and such determination(s) shall be final and binding.

## **9. Client Content**

- i. *Representations.* you represent, warrant, and covenant to SHF that: (1) you own all rights, title, and interest in any Client Content provided to SHF or Debtfreelancer; (2) the Client Content does not infringe on the rights of any third party; (3) you are the owner or has written authorization from the owner for all Client Content provided to Debtfreelancer or SHF; (4) you grant to SHF and Debtfreelancer a non-transferable, non-exclusive, royalty free, limited license during the terms of this Addendum to use the Client Content in accordance with this Addendum; and (5) you, where you represent yourself as a certain class of entity (a nonprofit organization, for example) are complying with any laws which define that class of entity.
- ii. *Indemnification.* you agree to indemnify SHF for all claims, threats, damages, costs and expenses, including attorneys' fees incurred by SHF as a result of any

infringement(s) from use of Client Content, as well as any court costs, disbursements, and other expenses. For any Client Content, you grant SHF a non-exclusive, royalty free, irrevocable license, to use, broadcast, transmit, display, prepare derivative works or otherwise promote the Service. SHF may, but is not obligated to, create its own advertising materials using Client Content. SHF may, at your request, stop using Client Content upon termination of this Addendum; however termination of this Addendum does not obligate SHF to do so. Furthermore, SHF is not required to transfer any materials using such Client Content to you upon cancellation or termination of this Addendum.

## **10. Volunteer Product**

For any Volunteer Product delivered to you by a Debtfreelancer, you agree to grant the Debtfreelancer an irrevocable, non-exclusive, non-sublicensable license from you to Volunteer to use Work Product for Debtfreelancer's own self-promotion, or for other non-commercial purposes. Debtfreelancer will not otherwise resell, prepare derivative works, re-license, lease, assign, loan or use the Work Product for any other commercial purposes. All Work Product created by a Debtfreelancer shall be deemed a "work for hire," as defined by US Copyright Law, with you as the beneficiary. Additionally, upon completion and delivery of any Work Product, you shall receive all title, right, or ownership of the Work Product, as arranged separately between you and Debtfreelancer. you shall be solely responsible for any fees or costs associated with transfer or assignment of any Work Product. Failure to pay for such fees or costs in their entirety may cause you to forfeit any rights or future interests in the Work Product.

## **11. Confidential Information**

"Confidential Information" is defined as information that is marked "confidential" or "proprietary," or information that a reasonable person would understand to be confidential. This includes but is not limited to information about SHF's business models, plans, marketing campaigns, designs, intellectual property, proprietary data, software, advertisements or other materials that is not publicly available. you agree not to disclose any Confidential Information received from SHF unless compelled to by a court of law.

## **12. NO WARRANTIES**

SHF DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES OR ANY PRODUCTS PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT

NOT RESTRICTED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE PURCHASING THE SERVICES "AS IS" WITH ALL FAULTS AND DEFECTS. SHF MAKES NO CLAIMS, EXPRESS OR IMPLIED, THAT YOU WILL BE SUCCESSFUL FINANCIALLY, OR EXPERIENCE INCREASED DEBTFREELANCER PARTICIPATION AS A RESULT OF USING THE SHF SERVICE AND RELATED SERVICES. THE RESPONSIBILITY TO PROVIDE PAYMENT TO SHF IS NOT CONTINGENT ON A DEBTFREELANCER BEING MATCHED WITH YOU, EXCEPT IN CASES WHERE SUCH MATCHING IS REQUIRED. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE DEBTFREELANCER IS SOLELY ASSUMED BY YOU.

### **13. LIMITATION OF LIABILITY**

IN NO EVENT SHALL SHF OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SERVICES OR ANY PRODUCTS PROVIDED UNDER THIS AGREEMENT, EVEN IF SHF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SHF DISCLAIMS ALL LIABILITY FOR, AND YOU HEREBY AGREE THAT SHF SHALL NOT BE LIABLE FOR ANY (1) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, (2) LOSS OF OR DAMAGE TO REPUTATION OF YOU OR ANY THIRD PARTY, (3) LOSS OF INFORMATION OR DATA, (4) USE, INABILITY TO USE, INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SITE OR SERVICES, (5) CLAIMS THAT A DEBTFREELANCER CAUSED DAMAGE OR HARM TO YOU, (6) DELETION, MISDELIVERY, FAILURE, OR UNTIMELINESS IN POSTING OR STORING ANY INFORMATION, OR (7) MATTERS OTHERWISE RELATED TO YOUR USE OF THE SITE OR SERVICES. SHF's liability to you for actual damages for any cause whatsoever, regardless of the form of the action, will be strictly limited to \$500 in the aggregate. Subject to the foregoing, if any applicable provisions of law prevent SHF from limiting its liability as described in the previous sentence, SHF's liability shall be the minimum applicable liability established by law. you acknowledge and agree that the Service is not guaranteed, the Service may not produce the results desired by you, or the Service may cause undesirable results or ramifications that may result in substantial financial liability to you and/or its affiliates. you agree not to hold SHF liable for any changes which may occur to your reputation as a result of the provisions of the Services.

### **14. INDEMNIFICATION**

you agree to defend, indemnify, and hold harmless SHF, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- i. your use and access to the SHF Service;
- ii. your violation of this Addendum or the SHF Terms of Use;
- iii. your violation of any laws or regulations of the United States
- iv. Any claim that your actions caused harm or injury to a third party.

## **15. Miscellaneous Provisions**

- i. *Entire Addendum.* This Addendum, together with SHF's Terms of Use and Privacy Policy, constitutes the sole agreement between the Parties. In the case of a conflict between any term in this Addendum and the SHF Terms of Use, this Addendum shall control. Once accepted, this Addendum will remain effective until the Services are completed, or this Addendum is cancelled or terminated by the Parties.
- ii. *Severability.* If any provision in this Addendum is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. If any provision is held invalid or unenforceable with respect to particular circumstances, it nevertheless shall remain in full force and effect in all other circumstances.
- iii. *Modification.* The failure of SHF to enforce strictly any term, right or condition of this Addendum shall not be construed as a waiver of such term, right or condition. No provision of this Addendum shall be deemed waived, amended, or modified by either Party unless such waiver, amendment, or modification is in writing and signed by the Party against whom enforcement of the waiver, amendment or modification is sought to be enforced. This Addendum shall become effective on the date you click accept.
- iv. *Assignment.* Neither Party may assign this Addendum or all or any portion of its rights herein without the prior written consent of the other Party; provided, however, that in the event of a sale of the SHF's business in whole or in part, the SHF has the right to transfer or assign its rights hereunder to the acquiring party the extent the obligations under this Addendum are assumed by the assignee of such this Addendum.
- v. *Survival.* Any provision that would reasonably be expected to survive the termination of this Addendum shall survive and remain in full force.

