

### Terms of Service

Community First Foundation welcomes you to GivingFirst.org. Community First Foundation provides GivingFirst.org to your organization subject to the following Terms of Service, which may be updated by us from time to time without prior notice to you. You can review the most current version on GivingFirst.org | Nonprofit Resources. In order to use GivingFirst.org, you must first agree to the Terms by providing a copy of this signed by the appropriate persons.

- I verify that to the best of my knowledge all of the information entered into my organization's GivingFirst.org profile is accurate and correct.
- I understand that, in accordance with IRS regulations covering charitable contributions, donations through GivingFirst.org will not be used for the following purposes:
  - To support a political campaign.
  - To purchase raffle tickets.
  - To pay for a membership, dinner, or any other activity that provides a benefit to the donor.
  - To pay for personal expenses, including tuition incurred by a director, officer, or employee my organization or their relatives.
- I understand that gifts made to my organization via GivingFirst.org are formally gifts to Community First Foundation and will be processed this way through a merchant service transaction(\*).
- My organization has the ability to access all donor contact information once the donation has been processed, unless the donor has requested to be anonymous from the organization.
- My organization will receive one disbursement each processing period totaling the amount received in gifts; in addition, my organization is responsible for cultivating each donor.
- My organization commits to publicizing our relationship with Community First Foundation in media, such as our annual report, website, newsletters, press releases and email communications, using the Community First Foundation, GivingFirst and Colorado Gives Days logos and branding as provided, when appropriate.
- My organization commits to supporting GivingFirst in all applicable areas of social media, including but not limited to LinkedIn, Facebook, and Twitter. As appropriate, GivingFirst and Community First Foundation will also recognize my organization.
- I understand that if my organization does not complete an annual update, participate in user surveys, and use the system in the spirit in which it was created, my profile can be removed in Community First Foundation's sole discretion.
- I understand that Community First Foundation will not share or sell donor information to any other organization, but does reserve the right to communicate with donors for the purpose of user surveys, newsletters and other general education about philanthropy.
- GivingFirst is created to be a tool for individual donors to give to charities themselves and is not for recipient organization's staff to enter gifts already concluded by a donor.
- I understand that Community First Foundation will continually look at ways to assist GivingFirst participants. Benefits may include paying credit card fees and offering other incentives. These are reviewed annually and are not guaranteed in the future.
  - 2011 processing fees for online donations will be paid by Community First Foundation up to the first \$50,000 in donations per organization.

Signed:

Print:

Charlotte M. Brantley President/CEO CHARLOTTE M. BRANTLEY  
 Executive Director/CEO/President

GivingFirst Champion

Dori Biester DORI BIESTER  
 Chair, Board of Directors

Clayton Early Learning 9-28-11  
 Organization Date

\* For Enterprise Zone and Child Care Credit organizations, choosing to accept appropriate gifts via GivingFirst.org, Community First Foundation will serve as a pass-through organization. Furthermore, these organizations will need to provide a tax credit receipt and credit to the donor.