

## Terms of Service

Community First Foundation welcomes you to ColoradoGives.org which is an online service that Community First Foundation offers to the philanthropic community in accordance with the following Terms of Service. In order to use ColoradoGives.org, you must return a copy of these Terms of Service to Community First Foundation, signed by your authorized representative(s), to indicate your acceptance of all of these Terms of Service. As used in these Terms of Service, all references to “you” and “your” mean both your organization and its authorized representative(s), as applicable.

- You certify that, to the best of your knowledge, all of the information entered into your ColoradoGives.org profile is accurate and correct.
- You agree to notify Community First Foundation as soon as possible should your organization cease or substantially reduce its operations or should the Internal Revenue Service propose to revoke its Section 501(c)(3) status.
- You agree that no donations you receive through ColoradoGives.org will be used for the following purposes and that you will not solicit donations through ColoradoGives.org for such 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 of your organization or any of their relatives.
- You acknowledge that ColoradoGives.org can only be used to accept charitable contributions that are deductible in their entirety for tax purposes and that it cannot be used to process retail sales or payments for “quid pro quo” items.
- You agree that Community First Foundation may treat, for accounting purposes, gifts made through ColoradoGives.org in the name of your organization as gifts to Community First Foundation on your behalf and that such gifts will be processed as having been made to Community First Foundation through Community First Foundation’s merchant banking relationships.<sup>1</sup>
- You acknowledge that you will have the ability to access all donor contact information once a donation has been processed, unless the donor has requested to remain anonymous.
- You acknowledge that Community First Foundation will make one disbursement to you each processing period of the total amount of the gifts made through ColoradoGives.org on your behalf.
- You acknowledge that you are solely responsible for cultivating each donor and that Community First Foundation will not do so on your behalf.
- You agree to publicize your relationship with Community First Foundation in all appropriate media, including your annual report, website, newsletters, press releases and email communications, and to use the Community First Foundation, ColoradoGives and Colorado Gives Days logos and trademarks when doing so. Community First Foundation grants you a revocable, royalty-free, and non-exclusive license to use its logos and trademarks solely for such purpose.
- You agree, if you engage in social media such as Facebook and Twitter, to use such social media in reasonable and appropriate ways to support ColoradoGives and to promote ColoradoGives.org.
- You agree that Community First Foundation may remove your profile from ColoradoGives.org in its sole discretion at any time.
- You agree to complete an annual update, to participate in user surveys (grant reports), and to use ColoradoGives.org in the spirit in which it was created.
- You 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 general education about philanthropy.
- You understand that you are solely responsible for reviewing and approving fundraising pages created through ColoradoGives.org for your support and that Community First Foundation has no responsibility for the content of such pages.

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<sup>1</sup> For Enterprise Zone & Child Care Credit organizations choosing to accept appropriate gifts via ColoradoGives.org, Community First Foundation will serve as a pass-through organization. Furthermore, these organizations will issue the tax receipt and will also determine the extent to which a contribution is eligible for any child care or enterprise zone tax credit.

# COLORADOGIVES.ORG

A program of Community First Foundation

- You understand that ColoradoGives.org is a tool to allow individuals to donate to charities on their own initiative and that it is not intended as a vehicle to facilitate gifts that you have already solicited through other means.
- You agree that Community First Foundation may identify you by name and online donation results in various promotional materials in its sole discretion.
- You understand that Community First Foundation has the right to use for its own purposes all data entered into ColoradoGives.org for purposes that include, but may not be limited to, analyzing trends, understanding results, and assessing patterns.
- Community First Foundation will operate ColoradoGives.org and all associated activities in full compliance with all applicable laws, rules and regulations, it will not violate or infringe the rights of others. You agree that Community First Foundation has the right to delete from ColoradoGives.org, without notice to you except to the extent required by law, any material that is offensive or that is claimed to violate or infringe upon the intellectual property rights of others.
- You agree that Community First Foundation provides ColoradoGives.org on an "as is" and "as available" basis. Community First Foundation makes no representations or warranties of any kind, express or implied, as to the operation of ColoradoGives.org or the information, content or materials included on that web site. To the fullest extent permissible by applicable law, Community First Foundation disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for any particular purpose. Community First Foundation will not be liable for any damages of any kind arising from the use of or inability to use ColoradoGives.org.
- You understand that Community First Foundation continually seeks ways to support organizations that participate in ColoradoGives.org, including offering incentives and absorbing credit card payment fees. You agree that Community First Foundation may discontinue such support at any time.
  - During 2013, Community First Foundation intends to pay from its own funds all credit card processing fees for online donations to each participating organization in the seven-county Metro Denver area with respect to up to the first \$50,000 in donations to those organizations. For organizations outside that area, Community First Foundation will subtract a 2.6 percent fee from each donation. Donations on Colorado Gives Day 2013 do not count toward the \$50,000 threshold, and no processing fees are applied to those donations for any organization.
- Community First Foundation reserves the right to change these Terms of Service at any time in any respect without prior notice to you. You review the most current version on ColoradoGives.org | Nonprofit Resources.

Signature

*Edward C. Jackson*

Print:

7/11/13

Executive Director/CEO/President

*[Signature]*

7/9/13

Person Responsible for Completing and Maintaining Profile

*[Signature]*

7/9/13

Chair, Board of Directors

*History Colorado*

7/9/13

Organization

Date