

Terms of Service

GIVESENDGO CHARITIES, INC. — DRAFT FOR LEGAL REVIEW

Effective Date: June 1, 2026

1. Agreement

GiveSendGo Charities, Inc. (“GSGC,” “we”) operates the websites at **givesendgo.org** and **giver.army**, together with the giving programs described here (the “Services”). These Terms apply to both domains and to every subdomain of either.

By giving, joining the Giver Army, submitting a nomination, or subscribing to our emails, you agree to these Terms and to our Privacy Policy.

2. Who we are — and who we are not

GSGC is a New Hampshire nonprofit corporation and a tax-exempt public charity under Section 501(c)(3), EIN 88-3776392. Our mission is to share the hope of Jesus through generosity.

ENTITY SEPARATION

GiveSendGo Charities, Inc. is a separate and independent legal entity from GiveSendGo.com LLC, which operates the GiveSendGo.com crowdfunding platform. The two share a brand name and sometimes collaborate. They do not share legal identity, governance, ownership, liability, or bank accounts. Gifts made through givesendgo.org or giver.army go to GiveSendGo Charities, Inc. Campaigns on GiveSendGo.com are governed by that platform’s terms, are generally not tax-deductible, and are not GSGC’s responsibility.

On any co-branded page, we identify which entity is receiving the gift. If you are ever unsure, ask us before you give.

3. Eligibility

You must be 18 or older to give, hold a membership, or open a fund. You confirm the funds are yours to give and the payment method is yours to use.

4. Gifts

A gift is irrevocable. Once made, it belongs to GSGC. You receive nothing in exchange unless we tell you otherwise in writing at the time.

Tax deductibility. Contributions are generally deductible to the extent the law allows. We send an acknowledgment for every gift and a year-end statement to donors of record. We are not tax advisors — talk to yours.

Cause preferences are advisory. You can tell us which causes you care about, and we take it seriously. But all contributions, including Giver Army contributions, are received as **unrestricted funds**. GSGC

keeps full and exclusive control and discretion over how they are used, as federal tax law requires of a public charity. A cause preference is not a legal restriction.

No earmarking. We cannot accept a gift conditioned on the money going to a specific person you name. Gifts like that are not deductible and are not something we can do. You are welcome to nominate someone; the grant decision stays ours.

SHINE Fund minimums. Donor-advised funds carry minimums so that each fund can be administered responsibly:

- **Minimum to open a fund:** \$10,000
- **Minimum additional contribution:** \$1,000
- **Minimum grant recommendation:** \$1,000 per grant
- **Minimum balance to keep a fund open:** \$5,000. If a fund falls below this and is not replenished within 60 days, GSGC may close it and move the remaining balance to the GSGC general fund.
- **Inactivity.** If no grant is recommended for 24 months, GSGC may grant the balance out at its discretion, consistent with the fund's stated charitable purpose.

Minimums are set by the Board and may change on notice. A change will not apply retroactively to a fund already open.

Errors. We generally do not refund gifts. We will reverse a duplicate charge, a wrong amount, an unauthorized charge, or our own technical error if you tell us within 60 days. If we already sent a tax acknowledgment, we will correct it.

5. The Giver Army

When you start a recurring gift, you authorize us to charge your payment method in the amount and at the interval you chose, until you cancel. Stripe processes these charges.

If a charge fails we will retry it and email you. If your card is reissued, Stripe may pass us the updated details so your membership continues. Repeated failure ends the membership.

You can change your amount, change your causes, pause, or cancel at any time. Three ways to do it:

- in your member portal at GiveSendGo.com;
- through the link in any Giver Army email; or
- by emailing info@givesendgo.org.

Cancelling stops future charges. It does not refund past ones. Give us a few business days before your next scheduled charge.

Membership may include recognition items or event access. If a benefit has real value, we will tell you its estimated value in your acknowledgment and your deductible amount drops accordingly. You can always decline a benefit.

6. Care & Relief and the “100%” claim

SCOPE

Where we say 100% of a gift goes to those in need, that applies to designated disaster-relief contributions to a specific Care & Relief appeal, and it means GSGC takes no administrative fee from those funds. It does not apply to Giver Army gifts, general operating gifts, SHINE Funds, or any other program. Payment processing fees may still apply. Any 100% claim on the site must be accurate for the specific fund it sits on.

We decide which needs to fund, how much, and when. Published response times describe our goal, not a promise.

7. SHINE Funds

Contributions to a SHINE Fund are irrevocable gifts to GSGC. As the sponsoring charity we hold exclusive legal control and final authority over every distribution. Advisors may recommend grants; recommendations are advisory and we may decline any of them, including any that would benefit the advisor or a related party.

SHINE Fund grants go only to qualified 501(c)(3) organizations — never to individuals. Fund minimums are in Section 4. Each fund has its own written agreement, which controls if it conflicts with these Terms.

8. Nominations and recipients

If you nominate someone, you confirm the information is accurate and that you have their permission to share it with us. Recipients go through separate verification and sign a grant agreement. No one is required to share their story to receive help, and using anyone's name, photo, or likeness requires their signed release.

9. Communications

We will email you about your gift and membership — receipts, billing notices, tax statements. Those come with the gift. We will also email you stories, appeals, and invitations; every one of those has an unsubscribe link. We do not currently send text messages.

10. Your content

If you send us a story, photo, video, or testimony, you give us permission to use it in our charitable communications. You confirm it is yours to give and that anyone identifiable in it has agreed. You can withdraw permission for future use, though we cannot recall what is already printed or distributed. We may edit or decline anything.

11. What you agree not to do

- Use the Services for anything unlawful, or to launder money or evade sanctions.
- Use a payment method that is not yours.
- Give false information in a nomination or application.

- Scrape, probe, or interfere with the sites or their security.
- Use our name or marks to imply a partnership that does not exist.

We can decline a gift, refund and refuse a contribution, or cut off access to the Services if these Terms are broken or if accepting would conflict with our mission or the law.

12. Our marks

The sites and their contents belong to GSGC or our licensors. Our marks include GiveSendGo Charities, Giver Army, A Crowd for the Crowdless, and SHINE Funds. Don't use them without written permission. You are welcome to share and quote our public impact content with attribution. Nothing here gives you any rights in GiveSendGo.com LLC's marks.

13. Third parties

We rely on outside providers for payments, hosting, storage, and email, and we link to partner sites. We don't control them and aren't responsible for them.

14. Disclaimers and liability

THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND. WE DO NOT WARRANT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. We do not give legal, tax, financial, or medical advice.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, GSGC AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND VOLUNTEERS ARE NOT LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. OUR TOTAL LIABILITY WILL NOT EXCEED THE GREATER OF WHAT YOU CONTRIBUTED IN THE PRIOR TWELVE MONTHS OR ONE HUNDRED DOLLARS (\$100).

You agree to indemnify GSGC against claims arising from your use of the Services, your content, or your breach of these Terms.

15. Governing law and resolving disputes

These Terms are governed by the laws of the State of New Hampshire, without regard to its conflict of laws rules.

Talk to us first. We are a two-person charity, and almost everything that goes wrong is a billing error, a receipt that never arrived, or a misunderstanding about how a gift was used. Before filing anything, email info@givesendgo.org with a description of the problem and what would resolve it. We commit to responding within thirty (30) days. Most disputes end here, and we would rather fix a problem than litigate one.

If that doesn't resolve it. Any dispute that remains will be brought exclusively in the state or federal courts located in Rockingham County, New Hampshire, and you and GSGC each consent to jurisdiction and venue there.

Nothing here limits your right to contact a regulator. You may always bring a concern to the New Hampshire Attorney General's Charitable Trusts Unit, the IRS, or the charity regulator in your own state, and you may pursue a claim in small claims court instead of the courts named above.

Any claim must be brought within one (1) year after it arises, to the extent the law allows.

16. Changes

We may update these Terms and will post the new version with a new date. For material changes we will email active members and donors of record first. We will not change the billing terms of an existing recurring gift without your consent.

17. General

If a provision is unenforceable, the rest stands. Not enforcing something once doesn't waive it. You can't assign these Terms; we can, to a successor consistent with our charitable purpose. These Terms and the Privacy Policy are the whole agreement, except where a signed fund or grant agreement controls.

18. New Hampshire charitable solicitation disclosure

GiveSendGo Charities, Inc. is registered with the New Hampshire Department of Justice, Charitable Trusts Unit, as required by RSA 7:19 et seq. New Hampshire EIN 88-3776392.

Financial information about this organization, including our IRS Form 990, is available from the Charitable Trusts Unit, New Hampshire Department of Justice, 1 Granite Place South, Concord, NH 03301, and on our website. Registration does not imply endorsement or approval by the State of New Hampshire.

19. Contact

GiveSendGo Charities, Inc.

#1067, 167 South Broadway STE 5

Salem, NH 03079

info@givesendgo.org

EIN 88-3776392 | givesendgo.org | giver.army

For the Crowdless.