

Welcome to Bright Funds!

You agree to be bound by these Terms & Conditions (the “Terms and Conditions”) by engaging in any of the following:

- By accessing or using the Bright Funds website (the “Website”),
- By accessing or using any of the Bright Funds Website together with all applications and other software made available by Bright Funds in connection with such services (the “Services”), including making Contributions through the Website, or
- By receiving Contributions through the Website.

THESE TERMS & CONDITIONS SHOULD BE REVIEWED CAREFULLY, AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES. By accessing and using the Website or Services, or receiving Contributions, you, as a user of the Services (hereinafter referred to as “User”), signify that you have read, understand, acknowledge, and agree to be bound by these Terms & Conditions. You acknowledge that these Terms & Conditions are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged, including the use of the Website. You may not use the Website or Services and may not accept these Terms & Conditions if you are not of legal age to form a binding contract with Bright Funds. If you do not agree to these Terms & Conditions, you may not use the Website or Services or receive any Contributions made through the Website. If you do not agree with all of the terms and conditions in these Terms & Conditions, you may not access or use the Services.

Most Contributions through the Website are made to Bright Funds Foundation, a California nonprofit, tax-exempt 501(c)(3) corporation (“Bright Funds Foundation”), in accordance with these Terms & Conditions. However, some Contributions made through the Website may be received and processed by an entity other than Bright Funds Foundation. In either instance, these Terms & Conditions will apply to your use of the Website. Bright Funds, Inc., a Delaware corporation, operates the Website and the Services and has contracted with Bright Funds Foundation as a commercial fundraiser for charitable purposes. These Terms & Conditions will apply equally to Bright Funds, Inc., and Bright Funds Foundation (collectively herein referred to as “Bright Funds”), as well as the User.

These Terms & Conditions supersede any previous agreement by which you and Bright Funds may have been bound.

These Terms & Conditions will be binding on, inure to the benefit of and be enforceable against the parties, including Bright Funds and the User, and their respective successors and permitted assigns. Neither the course of conduct between parties nor trade practice

shall act to modify any provision of these Terms & Conditions. All rights not expressly granted herein are hereby reserved to Bright Funds. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

This Agreement is divided into the following sections:

- Participation in the Services and Establishment of Donor Advised Funds
- Proprietary Rights
- Acceptable Use
- Disclaimers
- Limitation of Liability
- Disputes with Non-profits
- Governing Law; Resolution of Disputes; Arbitration and Waivers
- Indemnity
- Term; Termination
- Entire Agreement; Severability

1. Participation in the Services

Bright Funds manages the Website which allows Users to make Contributions to Bright Funds Foundation for charitable purposes (“Contributions”), such Contributions to Bright Funds Foundation which Users (each also referred to as a “Donor” and, collectively, “Donors”) directs Bright Funds Foundation how they wish their contribution used or distributed to other qualified charitable recipients as further detailed below. The Website also allows other charitable organizations which desire to benefit from the online programs of Bright Funds in the U.S. and abroad (each, a “Nonprofit” and, collectively, “Nonprofits”), to utilize the Services, including seeking or otherwise obtaining grants or Contributions made through the Website.

- Contributions made through the Services shall be made to Bright Funds Foundation with the Donor making a binding recommendation to Bright Funds Foundation. Donors understands that Contributions are specifically made to Bright Funds Foundation, a tax-exempt, IRC §501(c)(3) charitable organization. This includes cases in which you donate to charities based both inside and outside of the United States and opt to pay the transaction fee so that the charities receive your full Contribution amount; in such cases your payment of transaction fees is part of your

Contribution to Bright Funds Foundation and will not be included in your Contribution to charities. You further understand that Contributions are transferred at intervals determined by Bright Funds Foundation consistent with applicable law and these Terms & Conditions. . Contributions made with the recommendation that funds support Nonprofits or causes outside the United States and Contributions from non-United States Donors may require a different philanthropic funding structure and may not be tax deductible. For Contributions that may be directed in support of charitable programs or causes outside of the United States, such Contributions will be processed and distributed through a third party partner for support of charitable causes outside of the United States. By using Bright Funds and making a contribution to a charitable program or cause outside of the United States, you are responsible for determining the tax deductibility of any such contribution.

Bright Funds Foundation. Bright Funds Foundation is a public charity and receives contributions from individuals, corporations and others and makes grants to various eligible charitable organizations. CONTRIBUTIONS MADE TO BRIGHT FUNDS FOUNDATION ARE IRREVOCABLE AND CANNOT BE RETURNED. Donors shall direct Bright Funds Foundation regarding grants to be made from the Bright Funds Foundation on Donors' behalf. Bright Funds Foundation:

- Establishes and maintains records for each Donor showing the Donor's Contributions, grants to charities from Bright Funds Foundation assets attributable to the Donor's Contributions and other transactions with respect to such Contributions, if any.
- Provides statements electronically available to the Donor.

If a Donor's directed Contribution is approved, the grant will be made by Bright Funds Foundation directly to the grantee organization. Should there be issues precluding the grant from Bright Funds Foundation to a Donor's selected organization and Bright Funds Foundation is unable to communicate with a Donor after it has used reasonable efforts to do so, it reserves the right to transfer any Donor funds to a charity with a similar mission to the selected organization. Therefore, Donors are responsible for updating any change to email or mail addresses.

Grants.

- Donor grants may be made only at the time of Contribution. Grants are reviewed and processed following the receipt of the Contribution.
- When a Donor makes a Contribution, the Donor shall direct such Contribution to one or more charities to receive grants from Bright Funds Foundation from their

account. Each charitable organization selected by a Donor must be a United States charity exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code at the time of the grant and must be further classified as a public charity under Section 509(a)(1) or (a)(2), or a public school or an eligible charity outside the United States. There must be no private benefit whatsoever received as a result of the grant. The grant must not be used for political or lobbying purposes. Bright Funds Foundation will review each Donor's charity selection to determine the charity's status under Section 501(c)(3) and 509(a)(1) or (2) or as a public school. Bright Funds Foundation may disapprove any such recommendation if Donor's charity selection does not meet the above-noted criteria. In such cases, Bright Funds Foundation shall use reasonable efforts to contact the Donor to determine a suitable alternative charity for which to grant Donor's Contribution.

- To ensure that all Contribution funds are used exclusively for charitable purposes in accordance with Bright Funds Foundation's tax-exempt purpose and tax-exempt status, Bright Funds Foundation will conduct an investigation when it has reason to believe that grant funds are being used for the private benefit of any Donor or other individual or otherwise for non-charitable purposes. Bright Funds Foundation reserves the right to take appropriate legal action if it determines that grant funds have been diverted for improper purposes.
- If it becomes necessary to dissolve or otherwise terminate Bright Funds Foundation, the Board will distribute the assets attributable to any account to the qualified organizations the Donors thereof have most recently directed and remit final acknowledgments of such donations to Donors for their records.

General Tax Benefits and Considerations for donating to Domestic Charities.

- Each Donor is responsible for determining the value for tax purposes of the Contributions he or she makes to Bright Funds Foundation. Bright Funds Foundation currently does not accept non-cash Contributions.

Bright Funds Foundation has received a final ruling from the Internal Revenue Service classifying it as a public charity under Section 501(c)(3) and 509(a)(1)/170(b)(1)(A)(vi) of the Internal Revenue Code.

DONORS ARE URGED TO CONSULT THEIR ATTORNEYS, ACCOUNTANTS OR TAX ADVISORS WITH RESPECT TO QUESTIONS RELATING TO THE DEDUCTIBILITY OF VARIOUS TYPES OF CONTRIBUTIONS TO BRIGHT FUNDS FOUNDATION FOR FEDERAL AND STATE TAX PURPOSES.

1.1 Non-United States Donors. Non-U.S. Donors and other Donors wishing to contribute to foreign charitable organizations may use the platform but acknowledge that they will be redirected to Bright Funds Foundation's third party international distribution partner, as set forth in section 1.1, herein. All such Contributions from non-U.S. Donors and from Donors wishing to support foreign charitable organizations are may not be tax deductible, depending upon the laws of the country in which the Donor resides. Donors understand that they are solely responsible for determining the proper tax treatment for any contribution made utilizing the Services. Bright Funds has not and will not provide any tax or legal advice to Donors in connection with any Contributions made. This Agreement does not attempt to define the tax implications of participating in the Services. Donors should consult with their own accountants, tax advisors and legal advisors. Our third party international distribution partner shall be responsible for distributing funds to those foreign organizations and causes as directed by such Donors. Provided, however, that in employee matching situations, the employer match may be made to Bright Funds Foundation. Bright Funds Foundation does not provide the tax exemption related receipts of Contributions to non-U.S. Donors.

1.2. Contribution Records. Records of each contribution Donors make are kept by Bright Funds Foundation and, if Users has a registered account with Bright Funds, will be made available to Users through our Website. Bright Funds Foundation will issue acknowledgments of qualified U.S Contributions it receives through the site in accordance with Internal Revenue Regulations. By donating through the site, each Donor authorizes Bright Funds Foundation to share his/her/its name and basic contact information, as well as the amount of the Contribution, with any distributee charitable/Non-profit organizations participating in the platform.

1.3 Automatic Contributions Feature; Auto-Contribution of Funds. Without in any way limiting the earlier provisions of this Section 1, Bright Funds may implement Service features pursuant to which a User may – in lieu of manually accessing his or her registered account to specify a Contribution or Contributions to make – establish account settings to automatically make Contributions based on the User's prior instructions and without further direct input from the User, based on User-selected preferences and other business factors and parameters as may be determined by Bright Funds in its sole discretion. To the extent a User chooses to activate the automatic contribution feature on the User's registered account and, depending on the particular preferences selected by the User, the automatic contribution feature will remain active until deactivated by either the User or Bright Funds.

1.4 User Account Inactivity. Bright Funds welcomes its Users' active participation in the Services. However, there may be occasions when a User becomes "inactive" for an extended period of time – i.e., a User does not log in to his or her Bright Funds account or there are no financial transactions made to such User's account. Should an account become inactive for a period of 24 or more consecutive months, Bright Funds may elect to automatically terminate the inactive User account. Bright Funds is not responsible for retaining records for terminated accounts beyond what is required under applicable laws.

2. Proprietary Rights

"Bright Funds", the "Bright Funds" logo and other Bright Funds graphics, logos, designs, page headers, button icons, scripts, names and branding are trademarks, service marks or trade dress of Bright Funds, Inc. ("Bright Funds Marks"). Bright Funds Marks may not be used in any manner not expressly authorized by Bright Funds, Inc. in writing, including, without limitation, as part of trademarks or domain names, or in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Bright Funds, Inc.. Bright Funds, Inc., or its licensors own and retain all proprietary rights in the Services and all content, material and information posted, uploaded, transmitted or otherwise shared by Bright Funds thereon (collectively, "Content"). The Services contain the copyrighted material, trademarks and other proprietary information of Bright Funds, Inc. and its licensors. You may display and make limited copies of the Content (other than the Bright Funds Marks) for your personal, non-commercial use in connection with your participation in the Services (except as provided herein), but you may not alter, modify, publish, distribute, publicly display or sell any Content or other such proprietary information, or otherwise copy, transmit or use any Content or other such proprietary information without the express, prior written permission of Bright Funds, Inc. In addition, to the extent you receive information from Bright Funds, or organizations affiliated with Bright Funds, and that information is later removed from the Website (including, without limitation, due to disassociation of Bright Funds from a Non-profit or other organization), you may not further disclose or otherwise provide such information to another party in a way that allows identification of such Non-profit, except as legally required or as necessary to claim tax benefits.

You acknowledge, consent and agree that Bright Funds may, at its sole discretion and to the extent permitted by law, access, read, preserve and disclose your account information, usage history and User Generated Content in order to: (a) comply with any applicable law, regulation, legal process, or governmental request; (b) respond to claims that any Content violates the rights of third parties, including without limitation intellectual property rights;

(c) enforce this Agreement and investigate potential violations thereof; (d) detect, prevent, or otherwise address fraud, security, or technical issues; (e) respond to your requests for customer service; or (f) protect the rights, property, or personal safety of Bright Funds, its users, or the public. Please see the Privacy Policy for more information regarding the use and disclosure of your information as part of the Services. To file a notice of infringing material on the Services, please provide a notification containing the following details:

- Reasonably sufficient details to enable Bright Funds to identify the work claimed to be infringed or, if multiple works are claimed to be infringed, a representative list of such works (for example: title, author, any registration or tracking number, URL);
- Reasonably sufficient details to enable us to identify and locate the material that is claimed to be infringing (for example a link to the page that contains the material);
- Your contact information so that we can contact you (for example, your address, telephone number, email address);
- A statement that you have a good faith belief that the use of the material identified by you is not authorized by the copyright owner, its agent, or the law;
- A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the owner of the exclusive right that is alleged to be infringed; and
- Your physical or electronic signature.

Then send this notice to:

By Mail:

WizeHive Inc,
555 E North Ln Suite 5030A, Conshohocken, PA 19428
Attn: Copyright Agent

By Email: support@brightfunds.org

If material that you have posted to the Services has been taken down, you may file a counter-notification that contains the following details:

- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;

- A statement, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material in question;
- Your name, address and telephone number;
- A statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located or, if your address is outside of the USA, for any judicial district in which Bright Funds is located and that you will accept service of process from the person who submitted a notice in compliance with Section ©©(1)(C) of the DMCA, as generally described above; and
- Your physical or electronic signature.

Then send this notice to Bright Funds based on the contact information provided above in this Section.

The Services contain (or you may be sent through the Services) links to other websites (“Third Party Sites”), as well as content, information, images, photographs, pictures and materials (including, without limitation, text, graphics, designs, music, sound, video, information and software) belonging to or originating from third parties (“Third Party Content”). Such Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by Bright Funds. Inclusion of or linking to any Third Party Site or any Third Party Content does not imply approval or endorsement thereof by Bright Funds. If User decides to leave the Website and access a Third Party Site, User Does so at its own risk and should be aware that our terms and policies no longer govern. User should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Website.

3. Acceptable Use

You may access and use the Services for your personal, non-commercial use. The Services may not be accessed or used by you in connection with any other endeavors — commercial or otherwise — except as previously approved in writing by an authorized representative of Bright Funds. Your access and use of the Services shall be in strict compliance with this Agreement, including, without limitation, Bright Funds’ Privacy Policy, all other procedures and guidelines set forth on the Services and as part of the Services, as well as applicable law. You may not use the Services in any manner that could damage, disable, overburden or impair the Services other software, systems or equipment of Bright Funds, any other User, any Non-profit or any other person. You may not engage in advertising to, or solicitation of, any other User, any Non-profit or any other person to buy or sell any products or services through the Services. You may not transmit any chain letters,

junk email or “spam” to any User, Non-profit or any other person. Bright Funds has the right to investigate and take appropriate legal action (including, without limitation, civil, criminal and injunctive redress) against any illegal and/or unauthorized uses of or exploitations of the Services, including collecting or harvesting (whether or not by automated scripts) the name, email address or any other personal or confidential information of any other User, any Non-profit or any other person by electronic or other means for any reason, including, without limitation, the purpose of sending unsolicited email and unauthorized framing of or linking to the Services.

Although Bright Funds assumes no obligation to monitor the conduct of any User on or off the Services, it is a violation of this Agreement to use the Services, or any information obtained from the Services, in order to: (i) harass, abuse, or harm another person (including, but not limited to, using profanity in messages or engaging in misleading communications), (ii) prevent or exclude others, who are using the Services in compliance with this Agreement, from accessing, viewing or funding a particular organization, or (iii) contact, advertise to, solicit, or sell to any other User, Non-profit or other person without their prior explicit consent. In order to protect such persons from such advertising, solicitation or harassment, Bright Funds reserves the right to remove content from the Services that violates acceptable use in Bright Funds’ sole discretion and restrict the number of emails or messages that a User may send to others through the Website in any 24-hour or other period to a number that Bright Funds deems appropriate, in Bright Funds’ sole and absolute discretion.

Bright Funds reserves the right at all times (but will not have an obligation) to remove or refuse to post or distribute any Third Party Content or User Generated Content, and to restrict, suspend or terminate the participation of any User from the Services at any time, with or without prior notice. Without in any way limiting the foregoing, it is a violation of this Agreement to post, upload, submit, transmit or otherwise share any content, including, but not limited to, written materials or images, that in Bright Funds’ opinion is obscene, harassing, contains profanity, or may be hateful or offensive on racial, ethnic, sexual or any other grounds; is harmful, vulgar or distasteful; contains graphic or gratuitous violence; or is defamatory, libelous, or invades another person’s privacy or proprietary rights.

In consideration of your use of or participation in the Services, whether as a Donor or distributee charity/Nonprofit, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms in connection with the Services (“Registration Data”); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to Bright Funds, to keep it accurate, current and complete; and (d)

be fully responsible for all use of your account and for any actions that take place using your account. You agree not to impersonate any person or entity.

4. Disclaimers

Bright Funds is not responsible, and shall have no liability, for any incorrect or inaccurate content made available in connection with the Services or any liability, cost or expense you may incur in connection with the Services, whether caused by any User, Non-profit or other person or by any of the equipment or programming associated with or utilized in the Services. You also acknowledge and agree that charitable organization distributees and/or Non-profit distributees are not liable for content made available in connection with the Services. Bright Funds is not responsible for the conduct, whether online or offline, of any User of the Services. With respect to the Services, Bright Funds assumes no responsibility interruption, , delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any communications. Under no circumstances will Bright Funds be responsible for any loss or damage, including, without limitation, personal injury or death, resulting from any use of or participation in the Services, including without limitation any content posted, uploaded, submitted, transmitted or otherwise shared on the Services or any interactions between any Users of the Services, whether online or offline. Bright Funds does not represent, warrant, covenant, guarantee or promise any specific results from use of the Services.

THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SERVICE OR ADVICE PROVIDED IN CONNECTION WITH THE SERVICES, IS PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Bright Funds makes no representation or warranty, express or implied, with respect to any third party data provided to Bright Funds or its transmission, timeliness, accuracy or completeness, including but not limited to implied warranties or warranties of merchantability or fitness for a particular purpose.

5. Limitation of Liability

You understand that any and all decisions made by you with respect to the Services are yours alone. Bright Funds cannot and does not verify the accuracy of information from other Users or Non-profits. Bright Funds shall not be responsible, or have any duty or obligation to, or liability for: (a) decisions or interactions resulting (directly or indirectly) from participation in the Services; or (b) any damages, costs, losses or expenses a User

incurs as a result (directly or indirectly) of receiving funds from Bright Funds Foundation, making a Contribution to Bright Funds Foundation, directing a contribution to a distributee charitable organization, or as a result (directly or indirectly) of otherwise utilizing the Services or information received in connection with the Services. In addition, in no event will Bright Funds, Inc., or Bright Funds Foundation be liable to you or any third person for any damages, costs, losses or expenses, including any lost capital, lost profits or special, incidental, consequential or punitive damages arising from your use of or participation in the Services, even if Bright Funds, Inc., or Bright Funds Foundation have been advised of the possibility of such damages, costs, losses or expenses

6. Disputes with Charitable Organization/Non-profit Distributees

Bright Funds is not responsible for your interactions with any Non-profits or charitable organizations benefiting from participation in the site, nor for any disputes or damages that may result from such interactions. Bright Funds reserves the right, but has no obligation, to monitor disputes between you and such organizations.

7. Right to Audit: During the Term of this agreement and for a period of two years after the Term, User reserves the right, upon reasonable notice to the Bright Funds, to audit the records of Bright Funds relating to the Services at a mutually acceptable time and location. In the event that the User designates an agent to perform such audit, User shall designate an agent who maintains no conflict of interest with Bright Funds and is otherwise reasonably acceptable to Bright Funds.

8. Entire Agreement; Severability

This Agreement, accepted upon your access, use or participation in the Services and further affirmed by becoming a User, contains the entire agreement between you and Bright Funds regarding the use of the Services. This Agreement may not be orally amended. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

Please contact us at support@brightfunds.org with any questions regarding this Agreement.