



(As used in these Terms of Service & Liability document, all references to “you” and “your” mean both your organization and its authorized representative(s), as applicable.)

Community Foundation of Acadiana (CFA) welcomes you to SOLA Giving Day, an online fundraising tool we offer to the philanthropic community in accordance with the following Terms of Service & Liability document. You will need to accept these Terms of Service & Liability each year, and you are responsible for understanding any updates as they are released.

To participate in SOLA Giving Day, organizations must agree to the following information set forth by Community Foundation of Acadiana:

A. Eligibility

1. You (participating organizations) must meet and agree to the established eligibility guidelines:
 - a) You must be a 501(c)(3) public charity, recognized by the IRS as a qualified recipient of tax-deductible gifts, OR must have a fiscal sponsor who meets these requirements.
 - b) If requested, you must provide your individual IRS Letter of Determination to participate.
 - c) Service Area Qualification:
 - You provide services in Louisiana and your primary operating address is in Louisiana.
 - You provide services in Louisiana, but your primary operating address is outside of Louisiana.
 - Your primary service area is national or international, but your primary operating address is in Louisiana.
 - d) Payment of a \$100, \$150, or \$200 fee (tiered based on an organization's annual operating expenses) upon registration or renewal of your participation in SOLA Giving Day.
 - e) CFA has final discretion in approving organizations for participation.

2. Fiscal Sponsorships:



- a) An eligible organization has a history of acting as a fiscal sponsor/agent for another program. This organization can have more than one profile with the same federal tax ID number.
- b) An organization cannot participate if it is a new project that would like to raise money for the first time but does not have an existing fiscal sponsor/agent relationship. SOLA Giving Day does not assist with arranging fiscal sponsor/agent relationships for eligibility to receive funding through SOLA Giving Day.
- c) Fiscal sponsor's approval must be given and IRS Letter of Determination from said fiscal sponsor must be provided if requested.

B. Your Organization's Information

- 1. You certify that, to the best of your knowledge, all the information entered to your SOLA Giving Day profile is accurate and correct.
- 2. You agree to notify SOLA Giving Day, as soon as possible, should your organization cease, substantially reduce its operations, change its Public Charity Status, become fiscally sponsored, or should the Internal Revenue Service propose to revoke its Section 501(c)(3) status.
- 3. You agree that CFA may remove your profile from solagivingday.org in its sole discretion at any time and for any reason.
- 4. You understand that you are solely responsible for your organization's profile page and any associated fundraising pages, and that CFA has no responsibility for the content of such pages.
- 5. You agree that CFA and SOLA Giving Day may identify you by name and online donation results in various promotional materials in its sole discretion.
- 6. You understand that CFA and SOLA Giving Day have the right to use for its own purposes all data entered to solagivingday.org for purposes that include, but may not be limited to, analyzing trends, understanding results, and assessing patterns.
- 7. Net funds raised will be distributed via ACH direct deposit, and you are responsible for updating your bank account and routing number on your profile page should changes occur. Failure to do so may result in a delay or an inability to receive your funds.



8. You understand that SOLA Giving Day will not share or sell donor information to any other organization or third party but does reserve the right to communicate with donors for the purpose of user surveys, newsletters, and general education about philanthropy.
9. You agree that CFA may add user emails to its communications to update SOLA Giving Day participants about CFA and SOLA Giving Day activities.
10. You agree to maintain the accuracy of your information, to participate in user surveys, to provide information on matching gifts received in relation to SOLA Giving Day, and to use solagivingday.org in the spirit in which it was created.
11. You are responsible for reviewing and complying with materials sent to you including, but not necessarily limited to, the electronic newsletters and disbursement emails.

C. Use of SOLA Giving Day Platform

1. You agree that no donations you receive through solagivingday.org will be used for the following purposes and that you will not solicit donations through solagivingday.org for such purposes:
 - a) To support political activities
 - b) To purchase raffle tickets
 - c) To pay for a membership, dinner, event tickets, auction items or any other activity that provides a benefit to the donor.
 - d) To pay for personal expenses, including tuition, incurred by a director, officer, or employee of your organization or any of their relatives.
2. You acknowledge that solagivingday.org can only be used to accept charitable contributions and that it cannot be used to process retail sales or payments for "quid pro quo" items.
3. 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 fully anonymous in those instances.
4. You acknowledge that you are solely responsible for cultivating each donor and that CFA and SOLA Giving Day will not do so on your behalf. SOLA Giving Day will provide training and materials but will not recruit donors on behalf of your specific organization.
5. CFA and SOLA Giving Day will operate solagivingday.org and all associated activities in full compliance with all applicable laws, rules, and regulations, and it will not violate or infringe the



rights of others. You agree that CFA has the right to delete your profile from solagivingday.org, without notice to you except to the extent required by law, if it is found to include any material that is offensive or that is claimed to violate or infringe upon the intellectual property rights of others.

6. You agree that CFA provides solagivingday.org on an “as is” and “as available” basis and makes no representations or warranties of any kind, express or implied, as to the operation of solagivinday.org or the information, content or materials included on that website. To the fullest extent permissible by applicable law, CFA disclaims all warranties, express or implied, including but not limited to implied warranties or merchantability and fitness for any particular purpose. CFA will not be liable for any damages of any kind arising from the use of or inability to use solagivingday.org.
7. You understand that CFA continually seeks ways to support organizations that participate in solagivingday.org, and that CFA may discontinue such support at any time.
8. You agree, as a participating organization, to direct all SOLA Giving Day fundraising requests/asks to your solagivingday.org profile page.

D. Marketing/Promotion

1. You agree to publicize your relationship with SOLA Giving Day appropriately in all media, annual reports, website, newsletters, press releases and email communications, and to use the SOLA Giving Day and SOLA Giving Day logos and trademarks when doing so. CFA grants you a revocable, royalty-free, and non-exclusive license to use its logos and trademarks solely for such purpose.
2. 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 SOLA Giving Day and to promote solagivingday.org.
3. You should promote the event to your donors through methods of your choosing and may take advantage of the SOLA Giving Day promotional and marketing materials that are made available on solagivingday.org. Any paid promotional methods utilized by you are solely at your organization’s discretion and expense.
4. CFA will promote SOLA Giving Day through its media partners and websites and will provide you with social media marketing kits and training. You will receive a customized organization donation page with a personalized link. You are responsible for providing your organizational information, logo, and images for use on your personal donation page.



E. Donation Processing

1. You agree that SOLA Giving Day may treat, for public and promotional purposes, gifts made through solagivingday.org in the name of your organization as gifts to CFA on your behalf. However, gifts will be processed as having been made to "(insert name of your organization)" which is how it will appear on your donor's bank or credit card statement.
 - a) You agree to educate/inform your donors as to how these charges will appear on their bank or credit card statements, ensuring the donor understands this charge is related to their donation to you on solagivingday.org.
2. You acknowledge that SOLA Giving Day will subtract a fee from each online donation for credit card/donation payment processing.
 - a) For online donations made with a credit/debit card, donors will be subjected to a 3% + \$0.30 fee.
 - b) For donations made online using a credit/debit card, donors will have the option to cover this fee. If donors "opt-in" to this option, their donation total will increase by 3% +\$0.30. If they do not "opt-in," an organization will receive a net distribution of the donation total minus 3% +\$0.30.
 - c) For donations processed online via ACH/electronic check, using checking/savings account details, the minimum donation is \$100.00 and the fees subtracted or covered will be \$3.00 per donation.
 - d) For donations made offline via personal check or other and paid directly to the participating organizing, there will be no fee assessed to the donation.
 - e) For donations made offline via personal check or other and paid to CFA, the fees subtracted will be 2% of the donation, with the fee being capped at \$200. There is no option for donors to cover these offline gifts processed through CFA.
3. If there are returned check fees, or fees associated with disputed debit/credit card transactions that result in a refund, the nonprofits will still be responsible for the fees charged on donations (as outlined in Section E.2) along with any fees charged by the payment processor or the bank for these returned/disputed/refunded donations.



4. SOLA Giving Day, while primarily an online fundraising program, also allows donations offline via personal check or other donation methods. For offline donations to be counted for SOLA Giving Day, they MUST be made payable to the participating organization and delivered to them during the early giving period or on the established SOLA Giving Day. Donations not made or delivered during this time frame will (1) not be counted towards the organization's fundraising totals, (2) not assist organizations in winning prizes, and (3) not be eligible for matching funds.
5. CFA uses GiveGab as its technology partner for the SOLA Giving Day program. GiveGab is a recognized technology leader for incentive-based fundraising programs. Donor transactions are secure, backed by a PCI Level 1 secure service provider certification.
6. You acknowledge that, for online donations, the net amount due to each nonprofit will be deposited in a daily batch by Stripe directly into each nonprofit's bank account, normally within 3-5 business days of the transaction. The initial batch may take up to 10 business days to be paid out. GiveGab nor CFA has access to any online donation funds.
7. If your organization is the recipient of matching funds, CFA DAF donations, or other offline donations **processed by CFA**, you acknowledge that CFA will make one disbursement to you (via ACH direct deposit) for the net total of these funds approximately 4-weeks post-event after the reconciliation process is completed.

CFA reserves the right to change these Terms of Service at any time in any respect without prior notice to you. You may always review the most current version on solagivingday.org under the 'For Nonprofits' tab.

Liability Disclaimer:

As the appointed representative, I hereby release CFA, SOLA Giving Day, and its affiliates, officers, board, and employees, jointly and severally, from any claims for any loss or damage sustained while participating in SOLA Giving Day. This disclaimer extends, applies to, and also covers and includes all unknown, unforeseen, unanticipated and unsuspected injuries, damages, losses and liability and the consequences thereof, as well as those now disclosed and known to exist. The provisions of any state, federal, local or territorial law that release such party from liability shall not extend or apply to claims, demands or damages which are unknown or unsuspected to exist at this time to the person executing such release. This authority also extends to coordination of participation efforts and use of public content from this organization's websites for marketing purposes. It is further understood and agreed



that said participation in SOLA Giving Day is not to be construed as an admission of any liability and/or acceptance of assumption of responsibility by CFA and its affiliates, officers, board, and employees, jointly and severally, or for any damages and expenses for which CFA and its affiliates, officers, board, and employees become liable because of any alleged act of a SOLA Giving Day participant.