



*(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.)*

**The Alliance of Arizona Nonprofits welcomes you to AZGives.org which is an online service 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’re released.**

**In order to participate with Arizona Gives, organizations must agree to the following information set forth by the Alliance of Arizona Nonprofits “Alliance” annually:**

## **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) You must provide your individual IRS Letter of Determination to participate.
  - c) You must provide your most recent year’s 990, audited financials or completed financials showing your organization’s annual revenue (annual income/expenses).
  - d) Service Area Qualification:
    - You provide services in Arizona, but your primary operating address is outside of Arizona.
    - Your primary service area is national or international, but your primary operating address is located in Arizona.
    - You provide services in Arizona and your primary operating address is in Arizona.
  - e) Religious organizations such as churches, mosques, and synagogues may qualify if they have established a separate 501(c)(3) organization outside of the greater church entity ensuring donations can be associated with a local religious group.
  - f) Currently, school-tuition organizations (STO’s) can **only** receive donations to assist with the operations of their organization. STO’s cannot receive donations for the purpose of tax credit-funded scholarships due to Arizona state statutes.
  - g) Payment of a ***\$50-\$100 annual registration deposit*** for your organization’s participation in Arizona Gives. **The deposit is fully (or partially if you enrolled late) refundable as long as your organization raises a total of \$500 or more between March 15-April 8, 2023 on the AZGives.org platform.** If you meet this criteria, your refundable deposit of



\$50-\$75 will be returned to you in May following Arizona Gives Day. *(See Section E.6 and E.7 for details on processing periods and distribution timing.)*

- h) Organizations that discriminate based on a person's race, color, sex, national origin, age, disability, religion, veteran status, sexual orientation, gender identity, genetic information, pregnancy, or any other ground prohibited by law ("protected status") will not be eligible.
  - i) The Alliance 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. Arizona Gives does not assist with arranging fiscal sponsor/agent relationships in order to receive funding through AZGives.org.
  - c) Fiscal sponsor's approval must be given and IRS Letter of Determination must be uploaded to participate.

## **B. Your Organization's Information**

1. You certify that, to the best of your knowledge, all of the information entered into your AZGives.org profile is accurate and correct.
2. You agree to notify Arizona Gives, 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 the Alliance may remove your profile from AZGives.org in its sole discretion at any time.
4. You understand that you are solely responsible for your organization's profile page and any associated fundraising pages and that the Alliance has no responsibility for the content of such pages.
5. You agree that the Alliance and Arizona Gives may identify you by name and online donation results in various promotional materials in its sole discretion.
6. You understand that the Alliance and Arizona Gives have the right to use for its own purposes all data entered into AZGives.org for purposes that include, but may not be limited to, analyzing trends, understanding results, and assessing patterns.



7. You are responsible for updating your bank account and routing number on file within your profile page should changes occur. Failure to do so may result in a delay in receiving your funds.
8. You understand that Arizona Gives 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 the Alliance may add user emails to its communications in order to update Arizona Gives participants about Alliance and Arizona Gives 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 Arizona Gives Day, and to use AZGives.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 newsletter and disbursement emails.

### **C. Use of Arizona Gives Platform**

1. ***You agree, as a participating organization, to direct all Arizona Gives Day fundraising requests/asks to your AZGives.org profile page only.***
2. You agree that no donations you receive through AZGives.org will be used for the following purposes and that you will **not** solicit donations through AZGives.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
3. You acknowledge that AZGives.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. (Why? Because the Arizona Gives receipt language is universal and cannot be adjusted for this, putting nonprofits in danger of an IRS penalty.)
4. 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.
5. You acknowledge that you are solely responsible for cultivating each donor and that the Alliance and Arizona Gives will not do so on your behalf. Arizona Gives will provide training and materials



but will not recruit donors on behalf of your specific organization.

6. The Alliance and Arizona Gives will operate AZGives.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 the Alliance has the right to delete your profile from AZGives.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.
7. You agree that the Alliance provides AZGives.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 AZGives.org or the information, content or materials included on that website. To the fullest extent permissible by applicable law, the Alliance disclaims all warranties, express or implied, including but not limited to implied warranties or merchantability and fitness for any particular purpose. The Alliance will not be liable for any damages of any kind arising from the use of or inability to use AZGives.org.
8. You understand that the Alliance continually seeks ways to support organizations that participate in AZGives.org, and that the Alliance may discontinue such support at any time.

#### **D. Marketing/Promotion**

1. You agree to publicize your relationship with Arizona Gives appropriately in all media, annual reports, website, newsletters, press releases, and email communications, and to use the Arizona Gives and Arizona Gives Day logos and trademarks when doing so. The Alliance grants you/participating organizations an annual 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, to use such social media in reasonable and appropriate ways to support Arizona Gives and to promote AZGives.org.
3. You may promote the event to your donors through methods of your choosing and may take advantage of the Arizona Gives Day promotional and marketing materials made available on AZGives.org. Any paid promotional methods utilized by you are solely at your organization’s discretion and expense.
4. The Alliance will promote Arizona Gives through its media partners and various 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 organizational information, logo, and images for use on your personal donation page.



## E. Donation Processing

1. You agree that Arizona Gives may treat, for accounting purposes, gifts made through AZGives.org in the name of your organization as gifts to the 'Alliance of Arizona Nonprofits' on your behalf, and that such gifts will be processed as having been made to "AZ Gives or Arizona Gives," 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 AZGives.org.
  - b) For qualified Arizona State Tax Credit organizations choosing to accept appropriate gifts via AZGives.org, the Alliance of Arizona Nonprofits will serve as a pass-through organization. Furthermore, qualifying Arizona State Tax Credit organizations will be responsible for issuing the tax receipt and will also determine the extent to which a contribution is eligible for an Arizona Tax Credit.
  - c) You understand that Arizona Gives will send an electronic receipt at the time of donation that includes your organization's donation (and potentially others) with any required QCO/QCFO codes. And that it will include the FULL donation amount, including any donation fees they choose to cover, which is the full tax-deductible amount.
2. You acknowledge that Arizona Gives will subtract a fee from each donation for payment processing, technology/security and program fees.
  - a) Donors will have the opportunity to cover technology/security and program fees (collectively known as the donation fee) of 5.4% (participation cost). Rate effective 1/1/2022. *Note: Approximately 80% of donors have chosen to cover these fees in the past. If a donor chooses not to cover these fees, however, they will be subtracted from the donation accordingly.*
  - b) For donations processed via credit/debit card (regardless of the type) OR electronic check/ACH, the payment processing fees subtracted will be a flat 2.5% if donors choose to cover the participation cost or 7.9% if donors choose not to cover these participation costs. There will be no transaction fee per donation. Rate effective 1/1/2022.

See chart below for details.



Payment Type	Donation Fee per Donation <i>(portion donors can choose to cover; used for technology and program costs)</i>	Processing Fee per Donation <i>(portion nonprofit is always responsible for)</i>	TOTAL Fee % if donors cover Donation Fee <i>(80+% of donors choose to cover Donation Fee)</i>	TOTAL Fee % if donors do not cover Donation Fee	Transaction Fee per Donation
Visa, MC, Discover	5.40%	2.50%	2.50%	7.90%	\$0.00
American Express	5.40%	2.50%	2.50%	7.90%	\$0.00
e-check/ACH	5.40%	2.50%	2.50%	7.90%	\$0.00

3. If there are returned check fees, or fees associated with disputed debit/credit card transactions that result in a refund, you agree that your organization will still be responsible for the full amount of 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. You agree to return any donation in full that is disputed and results in a refund to the donor even AFTER the donation has been distributed via ACH to your organization’s bank account. The returned donation amount will be made to or sent to the Alliance of Arizona Nonprofits.
5. Arizona Gives is an online-only fundraising program. In order for donations to be counted for the Arizona Gives Day incentive prize program, donations MUST be made through the AZGives.org website during the early giving period and on Arizona Gives Day. Donations made at any other time and/or by any other method will not be eligible for the Arizona Gives Day incentive prizes. *(See current year’s Prize Rules & Guidelines document on AZGives.org for specific details.)*
  - a) You acknowledge that any amounts entered into the matching gift field on the “back end/admin side” of AZGives.org will not count towards prizes unless they are processed as e-checks on the “front end/public-facing side” of AZGives.org.
  - b) Should you choose to enter a physical check into the AZGives.org platform and process it as an electronic check, you agree you will obtain the donor’s permission (individual or business), confirm the check is able to be processed to the ‘Alliance of Arizona Nonprofits’ (business) and inform them about how the donation will show on their bank statement. *(as outlined in Section E.1)*
6. The Alliance uses Neon One as its technology partner for the Arizona Gives program. Neon One is a recognized technology leader for incentive-based fundraising programs, called giving days. Donor transactions are secure, backed by a PCI Level 1 secure service provider certification.



7. You acknowledge that Arizona Gives will make one disbursement to you each processing period of the total amount of the gifts made through AZGives.org on your behalf minus the payment processing fees (*as outlined in Section E.2*), as well as any technology/security and program costs (known as the donation fee) not covered by the donor.
  - a) For purposes of this agreement, the processing period is one calendar month, beginning on the first day of each month and ending on the last day of each month with exception of the month Arizona Gives Day is held (April).
  - b) Arizona Gives Day processing period will be April 1-15, 2023.
  - c) The April monthly processing period will be April 16-30, 2023.

<b>For donations received:</b>	<b>Approx. Distribution Date:</b>
April 1 – April 15	May 1
Registration deposit returned ( <i>only refunded if \$500 is raised on AZGives.org between March 15-April 8</i> )	May 10
April 16 – April 30	May 15

8. At the end of each processing period, Arizona Gives will review all donations received on behalf of your organization. At this time, fees will be calculated. Approximately 15 days after the period has ended an electronic transfer of calculated donations will be distributed via ACH to the bank account and routing number you have listed within your profile.
9. Arizona Gives Day incentive prizes will be distributed to all winners via ACH mid-May. Incentive prize winners will be officially announced 2-3 weeks after Arizona Gives Day pending any donation discrepancies or disputed donations.

**The Alliance 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 AZGives.org under the ‘For Nonprofits’ tab.**

**Liability Disclaimer:**

As the appointed representative, I hereby release the Alliance, Arizona Gives, and its affiliates, officers, board, and employees, jointly and severally, from any claims for any loss or damage sustained while participating in Arizona Gives. 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 Arizona Gives is not to be construed as an admission of any liability and/or acceptance of assumption of responsibility by the Alliance and its affiliates, officers, board, and employees, jointly and severally, or for any damages and expenses for which the Alliance and its affiliates, officers, board, and employees become liable as a result of any alleged act of an Arizona Gives participant.