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Confirmed Charity Terms and Conditions

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Confirmed Charity Terms and Conditions



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Effective Date: March 30, 2022

Contracting Party and Scope of these Terms

On submission of your request for confirmed charity status for your account with PayPal, you agree to these terms and conditions (“Terms”), which will become effective on receipt of confirmed charity status for your account with PayPal. In these Terms, we use the terms “PayPal” or “we” to refer to PayPal, Inc. These Terms govern the rights and obligations of obtaining and maintaining an account with PayPal with confirmed charity status and supplement the [PayPal User Agreement](#) which governs your use of your account with PayPal and the PayPal services.

We may terminate, cancel, suspend, amend, or otherwise modify these Terms at any time consistent with the [PayPal User Agreement](#), subject to applicable law. By continuing to maintain the confirmed charity status of your account after any changes to these Terms become effective, you agree to abide and be bound by those changes.

Confirmed Charity Status Requirements

To receive confirmed charity status for your account with PayPal, your organization must be a valid US 501(c)(3) or equivalent and you must provide acceptable proof that the primary user of the PayPal account is authorized to operate the PayPal account on the organization’s behalf.

Failure to maintain these requirements, and any other violation of this Agreement may result in termination of the confirmed charity status of your account, the termination of this Agreement, and the termination of all rights and benefits set forth in this Agreement.

Confirmed Charity Status Benefits

On receipt of confirmed charity status for your account with PayPal, your account may be charged transaction fees at the charity transaction rate detailed in the [PayPal Fees page](#); if eligible, will be enrolled in PayPal Giving Fund as described under the [PayPal User Agreement](#) section “PayPal Giving Fund”; and will be eligible to receive payments from certain grant makers as described in the “Payments from Grant Makers” section below.

Payments from Grant Makers

PayPal has partnered with certain grant makers, including but not limited to donor advised funds (“DAFs”) or community foundations (each, a Grant Maker), to facilitate the granting of funds from the Grant Maker. As a charity with an account with confirmed charity status, you are eligible to receive payments from Grant Makers. You acknowledge that we make no promise and there is no guarantee that you will receive any payments from any Grant Maker. There is no fee to you for receiving grants from Grant Makers.

You grant PayPal permission to share the name, email, address and EIN associated with your account with each Grant Maker, for the purpose of allowing the Grant Maker to identify whether it has funds to grant to your charity. PayPal will notify you by email and through notifications in your PayPal account that you have received a grant from a Grant Maker, and you must then review the grant terms and accept the grant within the time frame specified. If you accept a grant, it will be delivered to your account with PayPal or, if available, directly to the bank account attached to your PayPal account, from the Grant Maker. If you do not accept a grant, funds will not be delivered to your account.

If you do not want to receive grants from Grant Makers, you can opt out at any time by contacting [PayPal Customer Support](#).

Pursuant to our [Privacy Statement](#), we may also, if applicable, disclose to you information, including name and contact information, about the Grant Maker’s donor(s) who recommended you. You agree that PayPal discloses this information to you only for the purpose of enabling you to acknowledge donations, to resolve any issues with donations, and to provide a reasonable amount of information about your charitable work. You become the data controller of the donor’s personal information that we provide to you for this limited purpose. You may not use the donor’s personal information for any other purpose without the donor’s further consent, including but not limited to for

marketing purposes. You agree you will obtain consent from donors to use the information we provide to you for any purpose beyond what is contained in this clause.

License and Access to Grants Portal

While your account with PayPal has confirmed charity status, you may access the “Grants Portal” for the purposes of accepting, tracking, and recording payments accepted from Grant Makers, including any donor information. During the term of this Agreement and subject to these Terms, we grant you a non-exclusive, non-transferable, non-sublicenseable license to download, install and display the software, scripts and other content (e.g., graphics) that we have identified as available for download.

Certain limitations and restrictions apply to the licenses and rights granted to you in this Agreement. You understand and agree that these licenses and rights may be exercised only by your employees and agents (including volunteers) acting on your behalf, that you are responsible for their conduct in using the Grants Portal, and that these licenses and rights may not be assigned to any other person or entity or used on another’s behalf.

You acknowledge that we own the Grants Portal and all associated intellectual property rights. All rights that are not expressly granted to you by this Agreement are expressly reserved by us.

Termination

You shall be bound by these Terms on receipt of confirmed charity status for your account with PayPal. Thereafter, these Terms will continue until terminated by either of us. If you breach these Terms at any time, we reserve the right to terminate, suspend, or take any other action related to your account with PayPal and we may suspend your access to the Grants Portal in our sole discretion.