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Confirmed Charity Terms and Conditions

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Contracting Party and Scope of these Terms

On submission of your application for confirmed charity status for your account with PayPal, you agree to these terms and conditions (“Terms”), which will become effective upon receipt of confirmed charity status approval 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 these Terms or the [PayPal User Agreement](#), may result in termination of the confirmed charity status of your account, the termination of these Terms, and the termination of all rights and benefits set forth in these Terms.

Confirmed Charity Status Benefits

Upon receipt of confirmed charity status for your account with PayPal, your account may be charged the applicable transaction fees at the charity transaction rates detailed in the [PayPal Fees page](#) for the relevant Payment Type(s). Not all Payment Types are eligible for charity transaction pricing. As further described above, we reserve the right to terminate your confirmed charity status benefits, including your charity transaction pricing, if you breach these Terms, the [PayPal User Agreement](#), or your account loses confirmed charity status.

If eligible, your account 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 fund sponsors (“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 following purposes:

1. Allowing the Grant Maker to identify whether it has funds to grant to your charity, and
2. Allowing the Grant Maker to send you email to notify and/or remind you that you have received a grant from a Grant Maker.

If PayPal or the Grant Maker notify you by email (and/or PayPal notifies you through notifications in your PayPal account) that you have received a grant from a Grant Maker, you must review the grant terms. Acceptance of the grant within a specified timeframe may be required. If you meet the grant acceptance requirements, the grant funds 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 meet the grant acceptance requirements within the timeframe specified, funds will not be delivered to your account.

For some grants, your affirmative acceptance of the grant will not be required by the Grant Maker, and those grants will be automatically delivered to your PayPal account. PayPal will notify you of Grant Makers that do not require affirmative acceptance of grants.

You can opt out of receiving grants from any individual Grant Maker or from all Grant Makers. 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 your agreement with us pursuant and subject to these Terms, we grant you a non-exclusive, non-transferable, non-sublicensable 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 these Terms. 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 these Terms 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. We reserve the right to terminate, suspend, or take any other action related to your account with PayPal pursuant to the [PayPal User Agreement](#), including suspending your access to the Grants Portal.