

Terms and Conditions

Last updated August 12, 2026

Welcome to Endaoment. These Terms and Conditions (this “**Agreement**”) are provided by Endaoment (“**we**,” “**our**,” or “**us**”), a California Public Benefit Corporation and public charity, federally tax-exempt under Internal Revenue Code section 501(c)(3). All donations made to Endaoment are tax-exempt to the fullest extent of the law and irrevocably become property of Endaoment when donated.

Endaoment makes available one or more channels through which you may access Endaoment services, including:

- the website-hosted user interface at app.endaoment.org (the “**Interface**” or “**App**”);
- partner-hosted user interfaces and experiences through which Endaoment donor-advised fund or related functionality is made available (each, a “**Partner Interface**”); and
- application programming interfaces, OAuth or similar authorized integrations, and other programmatic or authenticated access methods that Endaoment enables (collectively, “**API Access**”).

The Interface, Partner Interfaces, and API Access, together with related websites, applications, smart contracts, custody rails, and operational systems that Endaoment makes available for donations, grants, fund administration, and related charitable activity, are referred to in this Agreement as the “**Services**.” The Services provide access to Endaoment-sponsored Donor-Advised Funds and related charitable functionality for holders or transferors of assets that Endaoment accepts from time to time (“**Accepted Assets**”), which may include cash, publicly traded securities, digital assets, and other property accepted under Endaoment’s then-current gift-acceptance and fund policies.

This Agreement explains the terms and conditions by which you may access and use the Services. You must read this Agreement carefully. By accessing or using any of the Services — including the Interface, a Partner Interface, or API Access — you signify that you have read, understand, and agree to be bound by this Agreement in its entirety. If you do not agree, you are not authorized to access or use the Services. Once you assent to this Agreement (including by checkbox, electronic signature, OAuth consent, API credential acceptance, or other affirmative

or use-based assent Endaoment enables), you continue to attest your agreement upon future use of the Services, including through soft signatures or equivalent reaffirmations where offered.

1. MODIFICATION OF THIS AGREEMENT. We reserve the right, in our sole discretion, to modify this Agreement from time to time. If we make any modifications, we will notify you by updating the date at the top of the Agreement. All modifications will be effective when they are posted, and your continued use of the Services will serve as confirmation of your acceptance of those modifications. If you do not agree with any modifications to this Agreement, you must immediately stop accessing and using the Services.

2. ELIGIBILITY. To access or use the Services, you must be able to form a legally binding contract with us. Accordingly, you represent that you are at least eighteen years old and have the full right, power, and authority to enter into and comply with the terms and conditions of this Agreement on behalf of yourself and any company or legal entity for which you may access or use the Services. You further represent that you are not a citizen, resident, or member of any jurisdiction or group that is subject to economic sanctions by the United States, or where your use of the Services would be illegal or otherwise violate any applicable law. You further represent that your access and use of the Services will fully comply with all applicable laws and regulations, and that you will not access or use the Services to conduct, promote, or otherwise facilitate any illegal activity.

3. PROPRIETARY RIGHTS. We own all intellectual property and other rights in the Services and their contents, including (but not limited to) software, text, images, trademarks, service marks, copyrights, patents, designs, APIs, documentation, and any data entered into or submitted through the Services. Unless expressly authorized by us, you may not copy, modify, adapt, rent, license, sell, publish, distribute, or otherwise permit any third party to access or use the Services or any of their contents. Provided that you are eligible, you are hereby granted a single, personal, limited license to access and use the Services. This license is non-exclusive, non-transferable, and freely revocable by us at any time without notice or cause. Use of the Services or their contents for any purpose not expressly permitted by this Agreement is strictly prohibited. API Access credentials, tokens, and keys are personal to you (or your authorized organization) and may not be shared, sold, or transferred except as we expressly permit.

4. PRIVACY. We care about your privacy. Although we will comply with all valid subpoena requests, we will carefully consider each request to ensure that it comports with the spirit and letter of the law, and we will not hesitate to challenge invalid, over-broad, or unconstitutional requests as appropriate. We use commercially reasonable safeguards to preserve the integrity and security of your personally identifiable information (“PII”) and aggregate data. However, we cannot guarantee that unauthorized third parties will never be able to obtain or use your PII or aggregate data for improper purposes. You acknowledge that you provide your PII and aggregate

data at your own risk. By accessing and using the Services, you understand and consent to our collection, use, and disclosure of your PII and aggregate data.

By accessing and using the Services, you agree that we may send you email communications related to your account, transactions, and other necessary interactions related to your use of the Services. Additionally, you consent to receive promotional and marketing materials from us, designed to enhance your experience and provide you with information on our latest offerings. You may opt out of receiving these promotional emails at any time via the unsubscribe link included in such communications.

We respect your privacy and the trust you place in us. Your email addresses or other contact information will not be shared with external parties without your explicit consent, except as required by law or as necessary to provide you services as described in this Agreement (including through Partner Interfaces or API Access where that sharing is required to operate the channel). We commit to maintaining robust security measures to protect your information from unauthorized access or disclosure.

5. PROHIBITED ACTIVITY. You agree not to engage in, or attempt to engage in, any of the following categories of prohibited activity in relation to your access and use of the Services:

- a. Intellectual Property Infringement.** Activity that infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law.
- b. Cyber Attack.** Activity that seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, API, or other information technology system, including (but not limited to) the deployment of viruses and denial of service attacks.
- c. Fraud and Misrepresentation.** Activity that seeks to defraud us or any other person or entity, including (but not limited to) providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another.
- d. Market Manipulation.** Activity that violates any applicable law, rule, or regulation concerning the integrity of trading markets, including (but not limited to) the manipulative tactics commonly known as spoofing and wash trading.

- e. **Money Laundering.** Activity that violates any applicable law, rule, or regulation concerning the laundering of money. You understand and acknowledge that Endaoment is, or may in the future become, subject to money laundering statutes, regulations and conventions of the United States or other international jurisdictions, and you agree to execute instruments, provide information, or perform any other acts as may reasonably be requested by Endaoment for the purpose of carrying out due diligence as may be required by Applicable Law. You agree that you will provide Endaoment with such information as we reasonably require to comply with applicable anti-money laundering laws or regulations. You understand, acknowledge and agree that to the extent permitted by Applicable Law, Endaoment may provide information, including confidential information, to the Financial Crimes Enforcement Network, a bureau of the U.S. Department of the Treasury, or any other agency or instrumentality of the U.S. Government, or as otherwise required by Applicable Law, in connection with a request for information on behalf of a U.S. federal law enforcement agency investigating terrorist activity or money laundering.

- f. **API or Credential Abuse.** Activity that misuses API Access or OAuth credentials, including exceeding rate or scope limits we publish, circumventing authentication or authorization controls, scraping or harvesting data except as expressly permitted, or using API Access to build competing services using Endaoment data without our prior written consent.

- g. **Any Other Unlawful Conduct.** Activity that violates any applicable law, rule, or regulation of the United States or another relevant jurisdiction, including (but not limited to) the restrictions and regulatory requirements imposed by U.S. law.

6. NO PROFESSIONAL ADVICE. All information provided through the Services is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained in the Services. Before you make any financial, legal, or other decisions involving the Services, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate. We do not offer any tax advice. Please consider working with a CPA or attorney to address any questions you might have concerning the impact of your donations.

7. NO WARRANTIES. The Services are provided on an “AS IS” and “AS AVAILABLE” basis. To the fullest extent permitted by law, we disclaim any representations and warranties of any kind, whether express, implied, or statutory, including (but not limited to) the warranties of merchantability and fitness for a particular purpose. You acknowledge and agree that your use of

the Services is at your own risk. We do not represent or warrant that access to the Services will be continuous, uninterrupted, timely, or secure; that the information contained in the Services will be accurate, reliable, complete, or current; or that the Services will be free from errors, defects, viruses, or other harmful elements. No advice, information, or statement that we make should be treated as creating any warranty concerning the Services. We do not endorse, guarantee, or assume responsibility for any advertisements, offers, or statements made by third parties concerning the Services. Partner Interfaces and third-party OAuth or API platforms are provided by or through third parties; we do not warrant their availability, accuracy, or security.

8. NO FIDUCIARY DUTIES. This Agreement is not intended to, and does not, create or impose any fiduciary duties on Endaoment or our staff. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in this Agreement. Endaoment in its normal corporate capacity shall have the ultimate ownership, authority, and control over all property in any Fund, and the income derived therefrom, for the charitable, educational and religious purposes of Endaoment. Delivery of Property to any Endaoment owned Fund constitutes an irrevocable gift by the Donor to Endaoment associated with no fiduciary duties or liabilities.

9. INVESTMENT OF ASSETS. In making a gift to Endaoment, donors give up all right, title, and interest to the assets contributed. In particular, donors give up the right to choose investments, investment managers, brokers, or to veto investment choices for their gifts. Therefore, the Board and Investment Committee of Endaoment have the right to make any or all investment decisions regarding gifts received, except that donors, their appointees and designees have advisory privileges with respect to Fund investments. All assets contributed to Funds will be managed in Endaoment's portfolios or other permitted custody or investment arrangements under Endaoment's then-current policies and any applicable Investment Management Agreement. Investment allocations among portfolios can be changed without prior notice to donors. Endaoment may hold Fund assets pursuant to the adopted Investment Policy. Investment fees are charged to Funds, and investment returns are posted to the Funds net of that fee. Investment management fees may vary over time and by portfolio, and are available upon request. Income, investment gains or losses, and fees are posted to the portfolio on a semi-regular basis. A Fund's specific performance is measured by the Fund's fractional interest in the portfolio or other applicable allocation methodology.

10. COMPLIANCE OBLIGATIONS. The Services are operated from facilities within the United States. The Services may not be available or appropriate for use in other jurisdictions. By accessing or using the Services, you agree that you are solely and entirely responsible for

compliance with all laws and regulations that may apply to you. You may not use the Services if you are a citizen, resident, or member of any jurisdiction or group that is subject to economic sanctions by the United States, or if your use of the Services would be illegal or otherwise violate any applicable law. The Services and all of their contents are solely directed to individuals, companies, and other entities located within the United States.

11. ASSUMPTION OF RISK. By accessing and using the Services, you represent that you understand the inherent risks associated with donating, transferring, holding, and recommending the disposition of Accepted Assets through the channels Endaoment supports, and that you have a working knowledge of the asset types and transfer methods you use. Accepted Assets and transfer channels may include, without limitation, cash and cash equivalents, brokerage or custodial transfers, publicly traded securities, digital assets and blockchain-based systems, and other property Endaoment accepts from time to time. You further understand that markets for Accepted Assets can be volatile due to factors including (but not limited to) adoption, speculation, technology, security, liquidity, and regulation. You acknowledge that interest rates, yield rates, and other growth rates listed through the Services are subject to drastic change at any time without prior notice. You acknowledge that the cost, timing, and finality of transfers — including bank wires, ACH, brokerage settlement, custodial transfers, and cryptographic or blockchain-based systems — are variable and may change dramatically at any time. You further acknowledge that we are not responsible for any of these variables or risks, do not own or control all underlying networks, markets, custodians, or settlement systems, and cannot be held liable for any resulting losses that you experience while accessing or using the Services. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using the Services.

- a. Experimental and Automated Technology.** You assume the risks of engaging in transactions that rely on smart contracts, automated settlement, custodial rails, partner platforms, APIs, and other experimental or third-party technology. All actions taken through the Services fall into this category where those technologies are used.
- b. Channel-Specific Technology Risks.** Transactions through the Services may rely on blockchain networks, cryptographic tokens, custodial platforms, payment processors, partner-hosted interfaces, OAuth providers, APIs, and other software systems. These technologies can be experimental, speculative, inherently risky, and subject to change. Among other risks, bugs, malfunctions, cyber attacks, forks, settlement failures, or changes to an applicable network or custodian could disrupt these technologies and even result in a total loss of assets, their market value, or Fund balances. Where you use a self-custody wallet or private key to interact with a blockchain-based channel, you are solely responsible for the safekeeping of that wallet or key. We assume no liability or

responsibility for any such risks. If you are not comfortable assuming these risks, you should not access or engage in transactions using those channels.

- c. Finality.** Certain transfer channels — including blockchain entries and some custodial or banking settlement processes — are immutable or practically irreversible once finalized. **THUS, TRANSACTIONS THAT HAVE BEEN FINALIZED ON AN APPLICABLE LEDGER OR SETTLEMENT SYSTEM, INCLUDING TRANSFERS OF ACCEPTED ASSETS AND RELATED PROGRAMMED DATA, MUST BE TREATED AS PERMANENT AND CANNOT BE UNDONE BY US OR BY ANYONE. YOU MUST BE VERY CAREFUL WHEN YOU FINALIZE ANY TRANSACTION.**
- d. Third-Party Services.** We are not liable for any third-party services or links. We are not responsible for the content or services of any third party, including, without limitation, partner platforms, networks, OAuth providers, custody or brokerage providers, or apps such as Discord or MetaMask, and we make no representations regarding the content or accuracy of any third-party services or materials. The use and access of any third-party products or services, including through the Services, is at your own risk.
- e. Automated Processing.** You agree to the automated collection and disbursement of proceeds by applicable systems. You acknowledge and agree that transactions accessed through the Services may be automatically processed using one or more smart contracts, custodial workflows, partner systems, or APIs. By engaging in transactions using the Services, you acknowledge and consent to that automatic processing. You further acknowledge and agree that the applicable system rules will dictate how the proceeds of a transaction in Accepted Assets are distributed.
- f. Evaluation of the Services.** You acknowledge the risks of using the Services. You bear sole responsibility for evaluating the Services before using them, and transactions accessed through the Services are generally irreversible, final, and without refunds once completed. The Services may be disabled, disrupted or adversely impacted as a result of sophisticated cyber-attacks, surges in activity, computer viruses, and/or other operational or technical challenges, among other things. We disclaim any ongoing obligation to notify you of all of the potential risks of using and accessing our Services. You agree to accept these risks and agree that you will not seek to hold any Endaoment Indemnified Party responsible for any consequent losses, including but not limited to donation trade outputs, portfolio conditions, increases or decreases in portfolio position value, and de-pegging or other price dislocation of any Accepted Asset used as part of the Services.

- g. Account and Credential Security.** You are solely responsible for the security of your accounts, wallets, API credentials, OAuth tokens, and authentication methods used to access the Services. You understand and agree that any unauthorized access by third parties could result in loss or theft. You understand and agree that we have no involvement in, and you will not hold us responsible for, managing and maintaining the security of third-party wallets, partner accounts, or credentials we do not issue. Where we issue API credentials or similar secrets, you must safeguard them and promptly notify us of any compromise. It is your responsibility to monitor your accounts and access methods.
- h. Access Restrictions.** We reserve the right to restrict your access from engaging with the Services. You agree that we have the right to restrict your access to the Services via any technically available methods if we suspect, in our sole discretion, that (a) you are using the Services for money laundering or any illegal activity; (b) you have engaged in fraudulent activity; (c) you have acquired Accepted Assets using inappropriate methods, including the use of stolen funds to purchase or transfer such assets; (d) you are the target of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the United Nations Security Council, the European Union, His Majesty's Treasury, or any other legal or regulatory authority in any applicable jurisdiction; (e) either you, as an individual or an entity, or any wallet address, account identifier, or API credential associated with you is listed on the Specially Designated Nationals and Blocked Persons List ("SDN List"), Consolidated Sanctions List ("Non-SDN Lists"), or any other sanctions lists administered by OFAC; (f) you are located, organized, or resident in a country or territory that is, or whose government is, the subject of sanctions, including but not limited to Côte d'Ivoire, Cuba, Belarus, Iran, Iraq, Liberia, North Korea, Sudan, and Syria; or (g) you have otherwise acted in violation of these Terms. If we have a reasonable suspicion that you are utilizing the Services for illegal purposes, we reserve the right to take whatever action we deem appropriate.
- i. Availability.** We do not guarantee the quality or accessibility of the Services. While we endeavor to deliver donated or granted gifts to recipient organizations as quickly as possible, often the receiving organization requires time to conduct due diligence on Endaoment before we can finalize the gift delivery. Typically, gifts are delivered within 48 hours for organizations that have previously received Funds from Endaoment and where the Funds are unrestricted; within 72 hours for organizations that have previously received Funds from Endaoment and where the Funds are restricted; and within 2 weeks for organizations that are new to the Endaoment ecosystem.

As a condition to accessing or using the Services, you acknowledge, understand, and agree that from time to time the Services may be inaccessible or inoperable for any reason, including, but not limited to equipment malfunctions, periodic maintenance procedures or repairs, causes beyond our control or that we could not reasonably foresee, disruptions and temporary or permanent unavailability of underlying blockchain, custody, banking, or partner infrastructure, or unavailability of third-party service providers or external partners for any reason.

- j. Suitability.** You acknowledge and agree that you will access and use the Services at your own risk. You should not engage in transfers of Accepted Assets unless it is suitable given your circumstances and financial resources. By using the Services, you represent that you have been, are and will be solely responsible for conducting your own due diligence into the risks of a transaction and the underlying assets, networks, custodians, and systems.

11.A. OVER-THE-COUNTER AND MANUAL DONATION DISCLAIMER. When making an over-the-counter or manual donation (any donation of Accepted Assets that requires you to manually input information or initiate a transfer outside an automated Interface flow — for example, certain securities transfers, wire instructions, or manual digital-asset transfers), you are solely responsible for the accuracy and completion of the transaction. Endaoment is not liable for any mistakes, errors, or omissions you may make during the donation process, including but not limited to: sending assets to incorrect addresses or accounts, inputting incorrect transaction amounts, selecting the wrong asset type, or misunderstanding the tax implications of your donation.

You should ensure that you are sending assets to the correct Endaoment address, account, or instructions and that you have confirmed all transaction details. Double-check all addresses, accounts, amounts, asset types, and transaction fees prior to finalizing the donation.

By proceeding with a donation, you acknowledge and agree that:

- You have a sufficient understanding of the Accepted Asset type and transfer channel you are using to engage in manual transaction creation for donations.
- You have verified the Endaoment destination to which you are sending the donation, as well as the asset type and amount.
- You accept all risks associated with initiating the transfer, including but not limited to the risk of losing Funds, transaction fees, or any adverse tax consequences.

12. THIRD-PARTY RESOURCES AND PROMOTIONS. The Services may contain references, applets, or links to third-party resources, including (but not limited to) information, materials, products, or services, that we do not own or control. In addition, third parties may offer promotions related to your access and use of the Services. We do not endorse or assume any responsibility for any such resources or promotions. If you access any such resources or participate in any such promotions, you do so at your own risk, and you understand that this Agreement does not apply to your dealings or relationships with any third parties. You expressly relieve us of any and all liability arising from your use of any such resources or participation in any such promotions. Partner Interfaces may be subject to additional partner terms; where those partner terms conflict with this Agreement on matters of access to Endaoment Services, this Agreement controls as between you and Endaoment, except as a separate Fund Agreement or other instrument expressly provides.

13. RELEASE OF CLAIMS. You expressly agree that you assume all risks in connection with your access and use of the Services. You further expressly waive and release us from any and all liability, claims, causes of action, or damages arising from or in any way relating to your use of the Services. If you are a California resident, you waive the benefits and protections of California Civil Code § 1542, which provides: “[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

14. INDEMNITY. You agree to hold harmless, release, defend, and indemnify us and our officers, directors, employees, contractors, agents, affiliates, and subsidiaries from and against all claims, damages, obligations, losses, liabilities, costs, and expenses arising from: (a) your access and use of the Services; (b) your violation of any term or condition of this Agreement, the right of any third party, or any other applicable law, rule, or regulation; and (c) any other party’s access and use of the Services with your assistance or using any device, account, credential, or API Access that you own or control.

15. LIMITATION OF LIABILITY. Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages, including (but not limited to) damages for loss of profits, goodwill, use, data, or other intangible property, arising out of or relating to any access or use of the Services, nor will we be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of the Services or the information contained within them. We assume no liability or responsibility for any: (a) errors, mistakes, or inaccuracies of content; (b) personal injury or property damage, of any nature whatsoever, resulting from any access or use of the Services; (c) unauthorized access or use of any secure server or database in our control, or the use of any information or data stored

therein; (d) interruption or cessation of function related to the Services; (e) bugs, viruses, trojan horses, or the like that may be transmitted to or through the Services; (f) errors or omissions in, or loss or damage incurred as a result of the use of, any content made available through the Services; and (g) the defamatory, offensive, or illegal conduct of any third party. Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, or costs in an amount exceeding the amount you paid to us in exchange for access to and use of the Services, or \$100.00, whichever is greater. This limitation of liability applies regardless of whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, and even if we have been advised of the possibility of such liability. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages. Accordingly, some of the disclaimers and limitations set forth in this Agreement may not apply to you. This limitation of liability shall apply to the fullest extent permitted by law.

16. DISPUTE RESOLUTION. We will use our best efforts to resolve any potential disputes through informal, good faith negotiations. If a potential dispute arises, you must contact us by sending an email to admin@endaoment.org so that we can attempt to resolve it without resorting to formal dispute resolution. If we aren't able to reach an informal resolution within sixty days of your email, then you and we both agree to resolve the potential dispute according to the process set forth below.

Any claim or controversy arising out of or relating to the Services, this Agreement, or any other acts or omissions for which you may contend that we are liable, including (but not limited to) any claim or controversy as to arbitrability (“**Dispute**”), shall be finally and exclusively settled by arbitration under the JAMS Optional Expedited Arbitration Procedures. You understand that you are required to resolve all Disputes by binding arbitration. The arbitration shall be held on a confidential basis before a single arbitrator, who shall be selected pursuant to JAMS rules. The arbitration will be held in San Francisco, California, unless you and we both agree to hold it elsewhere. Unless we agree otherwise, the arbitrator may not consolidate your claims with those of any other party. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

17. PLATFORM FEES. In addition to the investment fees discussed in Section 9 above, Endaoment retains the right to charge donation and grant related fees to all users of the Services that interact with Endaoment (including through the Interface, a Partner Interface, API Access, or by directly interacting with Endaoment smart contracts or other accepted transfer rails). Endaoment may also choose to adjust these fees at any point without prior notice given provided documentation is updated accordingly. Fee detail is available [here](#).

18. RECIPIENT CHARITABLE ORGANIZATIONS. All organizations listed through the Services (limited to 501(c)(3) organizations currently in good standing with the IRS that pass our diligence checks) have not provided consent or permission for solicitations made, and have not reviewed or approved the content generated on Endaoment pages. All organization information is instead pulled from Guidestar, from the organization's website, or some other publicly available source. Should any organization request to be removed from Endaoment's system, that request will be granted within 48 hours. Organizations may request corrections to information listed about them through the Services by contacting Endaoment.

Grants to eligible organizations are generally disbursed by default through Chariot, Endaoment's distribution partner, without requiring the organization to complete a public claim process on the Interface. Direct ACH payout from Endaoment is available only when Endaoment invites an organization into that claim process. When an organization provides payout or related information through an invited claim process, they grant Endaoment the right to use and maintain that data for purposes related to making payouts in Accepted Assets or fiat currency. This data includes but is not limited to digital-asset addresses and routing and account numbers. Endaoment retains the right to store this information as they see fit that otherwise conforms to the privacy and other related policies.

19. CLASS ACTION AND JURY TRIAL WAIVER. You must bring any and all Disputes against us in your individual capacity and not as a plaintiff in or member of any purported class action, collective action, private attorney general action, or other representative proceeding. This provision applies to class arbitration. You and we both agree to waive the right to demand a trial by jury.

20. GOVERNING LAW. You agree that the laws of the State of California, without regard to principles of conflict of laws, govern this Agreement and any Dispute between you and us. You further agree that the Services shall be deemed to be based solely in the State of California, and that although the Services may be available in other jurisdictions, their availability does not give rise to general or specific personal jurisdiction in any forum outside the State of California. Any arbitration conducted pursuant to this Agreement shall be governed by the Federal Arbitration Act. You agree that San Francisco, California is the proper forum for any appeals of an arbitration award or for court proceedings in the event that this Agreement's binding arbitration clause is found to be unenforceable.

21. CONFLICT OF TERMS. In the event of an inconsistency between these terms and conditions and any terms and conditions appearing elsewhere in connection with any Fund, org, portfolio, or other Endaoment property, these terms and conditions, as interpreted by Endaoment, shall govern. Endaoment reserves the right to take any actions at any time which, in its discretion, it deems reasonably necessary or desirable for the proper administration of any Fund,

org, portfolio to comply with applicable law. For clarity, a Donor Advised Fund Agreement or similar instrument that expressly states it controls with respect to a Fund will control on those Fund-specific matters as between that instrument and this Agreement.

22. FORCE MAJEURE. Neither you nor Endaoment shall be held accountable for any failure or delay in the performance of the Services or any other obligations under this Agreement arising from events beyond reasonable control. These are including but not limited to natural disasters, governmental actions, war, terrorism, network failures, or any other circumstances commonly known as Force Majeure events. Upon the occurrence of a Force Majeure event, the affected party shall promptly notify all other parties and make all reasonable efforts to mitigate any and all negative impacts of such event and resume performance of the affected Services or obligations as soon as is practical. This clause shall not excuse any compliance with any applicable laws, regulations, or other governmental orders.

23. AGREEMENT THROUGH USE. Checkbox assent, electronic signature, Interface or Partner Interface acceptance, OAuth consent, and API credential acceptance constitute valid assent for all purposes. In addition, any person who accesses or uses the Interface, a Partner Interface, API Access, or other Services in connection with a Fund or Endaoment activity, including by exercising or purporting to exercise any advisory privilege, thereby agrees to be bound by this Agreement and any applicable Fund Agreement and Fund Policies in the role or roles in which that person acts, and confirms acceptance of this Agreement as then amended. This Section does not waive any Donor assent requirement stated in an applicable Fund Agreement, and no contribution may be accepted into a Fund until any such Donor assent requirement is complete.