

Submittable Terms of Service for Bright Funds

This Submittable Terms of Service for Bright Funds (“**Bright Funds TOS**”) is entered into by and between Submittable Holdings, Inc., a Delaware corporation with offices at 101 E. Front St, Suite #500, Missoula, MT 59802 (“**Submittable**”), and the person or entity who executed the Order Form (“**You**”), governing Your use of the Bright Funds software-as-a-service platform (“**Bright Funds SaaS**”) and related services. Submittable and You may be referred to collectively as the “**Parties**” or individually as a “**Party**.” Submittable operates Bright Funds, Inc., a Delaware corporation and wholly owned subsidiary of Submittable. Bright Funds, Inc. provides software and services to support the Bright Funds Foundation, a California nonprofit corporation described under section 501(c)(3) of the United States Internal Revenue Code (“**Bright Funds Foundation**”).

1. **Acceptance.** This Bright Funds TOS is a legal agreement between Submittable and You. By accessing or using the Bright Funds SaaS, You agree to this Bright Funds TOS and the Submittable Customer Terms of Service, available at https://www.submittable.com/pdfs/submittable_customer_terms.pdf, except as expressly modified herein. In case of any conflict, this Bright Funds TOS will govern Your use of the Bright Funds SaaS. If You do not agree to these terms, You must stop using the Bright Funds SaaS immediately. Capitalized terms not defined in this Bright Funds TOS have the meanings assigned in the Submittable Customer Terms of Service. Most Donations are directed to Bright Funds Foundation, but some may be received and processed by another entity. Regardless of the recipient, this Bright Funds TOS applies to Your use of the Bright Funds SaaS. This Bright Funds TOS is binding on and enforceable against the Parties and their successors and permitted assigns. Neither the Parties’ conduct nor trade practices modify this Bright Funds TOS. Submittable reserves all rights not expressly granted herein.

2. **Participation in the Services.** Submittable manages the Bright Funds SaaS, which allows End Users (each also referred to as a “**Donor**” and, collectively, “**Donors**”) to make recommendations to Bright Funds Foundation regarding how Donations (i.e., charitable contributions made to Bright Funds Foundation) should be further granted to qualified charitable recipients (each, a “**Recommended Charitable Organization**” and, collectively, “**Recommended Charitable Organizations**”), as further detailed below. Submittable also permits other charitable organizations, both in the U.S. and abroad, to utilize the Bright Funds SaaS, including to participate in online programs, seek grants, or receive Donations made through the Bright Funds SaaS.

3. **Recommendations.** Donors may use the Bright Funds SaaS to make recommendations to Bright Funds Foundation regarding the further distribution of their Donations to Recommended Charitable Organizations, including qualified charities recognized by the Internal Revenue Service (“**IRS**”) under section 501(c)(3) of the Internal Revenue Code and international charitable organizations. Submittable, through the Bright Funds SaaS, facilitates the management of Donors’ Donations, including the processing of employer matching contributions and grant recommendations made by Donors to Bright Funds Foundation.

4. **Donations.** You acknowledge and agree that a Donor who makes a charitable contribution through the Bright Funds SaaS is making a Donation to Bright Funds Foundation. A Donation is considered complete upon Bright Funds Foundation’s receipt of payment, even if no portion of the Donation has yet been transferred to a Recommended Charitable Organization. “Bright Funds Foundation” will appear on all Donation receipts as the recipient of the Donation. As required by the IRS, Bright Funds Foundation shall have exclusive legal control over all Donations it receives, which, upon receipt, become assets of Bright Funds Foundation. To the fullest extent consistent with its exempt purposes and operation as a public charity, Bright Funds Foundation will make grants to Recommended Charitable Organizations based on Donors’ recommendations made at the time of their Donation, in the amounts of their contributions and any corresponding matching contributions. Notwithstanding the foregoing, You acknowledge that Bright Funds Foundation retains sole discretion over the distribution of funds, including the amounts and recipients, and is not obligated to distribute funds to any Recommended Charitable Organization identified by a Donor. If Bright Funds Foundation decides not to distribute funds to a Recommended Charitable Organization—for example, due to the revocation of the organization’s charitable tax-exempt status—Bright Funds Foundation may select an alternate recipient or retain the funds for future distribution. At its sole discretion, Bright Funds Foundation may allow the Donor to make an alternate recommendation, but it is not required to do so.

5. **Unused Funds.** You acknowledge and agree that Bright Funds Foundation may, in its sole discretion, make grants using a Donor’s contributions in the following circumstances: (1) the Donor has left Your employ; (2) this Bright Funds TOS has been terminated; or (3) the Donor’s Recommended Charitable Organization rejects the Donation or is no longer operating.

6. **Prohibited Categories.** The following categories of organizations, activities, or purposes shall be deemed ineligible for Donation recommendations and will not be followed by Bright Funds Foundation:

- 6.1. organizations that are not described in section 501(c)(3) of the Internal Revenue Code at the time of the payment to the recommended organization or are not in good standing under the applicable laws and regulations, including, but not limited to: (1) political parties or campaign organizations involved in the election of candidates, and (2) for-profit entities and any commercial ventures;
- 6.2. individuals, except for payments to educational institutions for the general purpose of scholarships which the educational institutions selects;
- 6.3. activities that are illegal or in violation of federal, state, or local laws, including organizations that discriminate on the basis of race, religion, gender, sexual orientation, age, national origin, or disability;
- 6.4. organizations that are a government sanctioned entity, hate group, or exhibiting any other criteria indicative of a legal or reputation risk to Bright Funds Foundation; Submittable; Submittable's affiliates, consultants, contractors, or agents; or other customers of Submittable; or
- 6.5. any recommendation that provides more than an "incidental benefit" to the Donor including any recommended payment that results in any goods or services being provided to the Donor as a result of the payment.

7. Redirection or Redesignation of Funds. If Bright Funds Foundation cannot legally or practically follow Your or a Donor's recommendation regarding a grant to a Recommended Charitable Organization, you acknowledge and agree that Bright Funds Foundation may redirect or redesignate the funds to an eligible alternative charity. In such circumstances, all tax receipts issued for the original Donation shall remain valid, as the Donation was made to Bright Funds Foundation and not to the originally Recommended Charitable Organization.

8. Refunds. All Donations made by You and/or a Donor through the Bright Funds SaaS are final and non-refundable.

9. Credit Card Ingress. Submittable will consider and potentially accept chargeback requests submitted by a Donor's credit card issuer, based on Submittable's sole judgment, specifically in instances where the transactions are evidently erroneous.

10. Donation through Bright Funds SaaS. Submittable will receive Donation requests from You and Your Donors through the Bright Funds SaaS. You agree to facilitate payment of each Donor's Donation to Bright Funds Foundation, either directly or through Your third-party payroll processor. Submittable intends to transfer all donated funds to Bright Funds Foundation at the time of each Donor's Donation. In the rare and unexpected event of technical difficulties preventing Submittable from transferring the donated funds at the time of a Donor's Donation, Submittable will make all reasonable efforts to transfer all Donations to Bright Funds Foundation no later than 30 days after the end of the month in which the Donations were made.

11. Matching Contributions. You are responsible for making Your own matching contributions to Bright Funds Foundation based on any Donation matching programs You offer to Donors from time to time. You agree to make any such matching contributions within 30 days after the end of the month in which Submittable reports the corresponding Donor's Donation. Bright Funds Foundation will apply the same Donor recommendation to Your matching contribution.

12. Administration Costs and Fees. You acknowledge and agree that administrative costs, expenses, and fees are associated with maintaining the Bright Funds SaaS. You further agree that an administrative fee, as specified in the Order Form, may be deducted from the amount of any grant Bright Funds Foundation makes to a Recommended Charitable Organization.

13. Donor Terms. Each of Your Donors must agree to Submittable Submitter Terms of Use ("**Donor Terms**"), available at https://www.submittable.com/pdfs/submittable_submitter_terms.pdf, to use the Bright Funds SaaS. The Donor Terms will specify that Donations made through the Bright Funds SaaS are final, irrevocable, and non-refundable. For purposes of the Donor Terms, a Donation is considered complete as soon as the Donor submits it through the Bright Funds SaaS.

14. Taxes and Tax Deductibility of Transactions. Each Donor, including You for any matching contributions You make, will receive a receipt for Donations stating that "no goods or services were provided in return for the contribution." If a Donor receives any goods or services in connection with their Donation, the value of the Donation for charitable receipt purposes will be reduced by the value of the goods or services received, and the Donor will be subject to a tax of 125% of the recommended amount. You are responsible for all taxes, if any, associated with transactions conducted through the Bright Funds SaaS, including taxes related to Donations. Each Donor is responsible for determining the tax deductibility of their Donations made through the Bright Funds SaaS.

15. Dual Receipts. Upon making a Donation through the Bright Funds SaaS, a Donor will receive an immediate receipt generated by the Bright Funds SaaS as evidence of the contribution. If a Donor uses a credit card for the transaction and designates specific recommendations for the distribution of the Donation, a secondary receipt may be

issued directly by the Recommended Charitable Organization. This secondary receipt, while confirming the final allocation of the Donation, is considered duplicative and may not be used by the Donor for annual Donation reporting purposes. For the purpose of claiming a charitable deduction on tax returns, only the initial receipt generated by the Bright Funds SaaS may be used. The Donor is solely responsible for determining the appropriateness and applicability of such deductions, including compliance with all applicable laws and regulations. Donors are strongly encouraged to consult a qualified tax advisor to ensure compliance and maximize tax benefits based on their individual financial circumstances. You are solely responsible for ensuring that Donors are aware of their responsibilities under this section.

16. **Disbursement Timing.** Bright Funds Foundation, in its sole discretion, determines whether and when to make disbursements to a Recommended Charitable Organization. For clarity, while a Recommended Charitable Organization may see undisbursed Donations or grants listed in the Bright Funds SaaS, Bright Funds Foundation retains exclusive legal control and discretion over the donated or granted funds. Recommended Charitable Organizations have no ownership of, claim to, right to, or entitlement to the donated or granted funds held by Bright Funds Foundation. Bright Funds Foundation typically disburses funds to a Recommended Charitable Organization during the calendar month following the month in which it received the Donation or grant (e.g., if Bright Funds Foundation received a Donation or grant in January, it would typically disburse such funds, less fees, to the Recommended Charitable Organization in February). However, exceptions to the regular disbursement schedule may apply, including but not limited to situations where minimum Donation or disbursement thresholds or maximum limits apply, where a Recommended Charitable Organization requires different timing for disbursement, or where disbursements have been suspended or terminated pursuant to this Bright Funds TOS.

17. **Indemnification.** You acknowledge and agree that the indemnification provisions of the Submittable Customer Terms of Service apply to this Bright Funds TOS and Your use of the Bright Funds SaaS as described herein. Without limiting the foregoing, You shall indemnify, hold harmless, and, at Submittable's option, defend Submittable from and against any Losses resulting from any Third-Party Claim based on: (i) Your use of the Bright Funds SaaS; (ii) Your breach of this Bright Funds TOS, including Your failure to facilitate the transfer of Donation funds to Bright Funds Foundation; (iii) Your breach of any agreement or terms with Donors; or (iv) Your fraud, negligence, willful misconduct, or violation of applicable laws.

18. **Limitation of Liability.** To the fullest extent permitted by law, You agree that Submittable is not responsible for the acts or omissions of third parties, including, without limitation: (i) offers made by third parties through the Bright Funds SaaS; (ii) any third-party charitable offers that may be fraudulent, irresponsible, or advertised in bad faith; and (iii) any issues arising from Your agreements, terms, or employment relationships with Donors.

19. **Disclaimers.** You acknowledge and agree that:

- 19.1. **To the maximum extent provided by law, Submittable does not represent, warrant, or guarantee any specific results from use of the Bright Funds SaaS. The Bright Funds SaaS, including its content, information, Services, or advice, is provided "as is" without representations or warranties of any kind, express or implied. This includes, but is not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Submittable makes no warranties regarding third-party data provided to or transmitted by Submittable, including its timeliness, accuracy, or completeness.**
- 19.2. **Donation Responsibilities: As between Submittable and You, You are responsible for transferring all funds for Donor Donations to Bright Funds Foundation, based on Donations made by Donors through the Bright Funds SaaS. Submittable is not liable for delays, errors, or failures in Donation processing caused by actions or omissions of any third party, including You or Your payroll processor. Submittable assumes no responsibility for the timeliness, accuracy, deletion, mis-delivery, or failure to store any Bright Funds SaaS content, user information, settings, or communications. You bear all such risks.**
- 19.3. **Financial Services Disclaimer: Submittable is not a bank or financial services provider and does not engage in the business of receiving funds for transmission. Apart from submitting Donor Donation information to You, Submittable is not responsible for processing Donation payments. Submittable will not take custody of, control over, or maintain in its accounts any funds from You or Your Donors intended for Bright Funds Foundation or any other party.**
- 19.4. **Content and Conduct: Submittable is not responsible for incorrect or inaccurate content made available in connection with the Bright Funds SaaS or any liability, cost, or expense You may incur related to the Services. This includes issues caused by any End User, Recommended Charitable Organization, or other person, or by equipment or programming associated with the Services. Submittable is also not responsible for the conduct, whether online or offline, of any End User.**

- 19.5. **Service Interruptions:** Submittable assumes no responsibility for interruptions or delays in operation or transmission, communications line failures, theft or destruction, unauthorized access, or alteration of communications. Submittable is not liable for any loss or damage, including personal injury or death, resulting from participation in the Bright Funds SaaS, including content interactions or communications between Users, whether online or offline.
- 19.6. **Interactions with Charitable Organizations:** Submittable is not responsible for Your interactions with any charitable organizations benefiting from participation in the Bright Funds SaaS, nor for disputes or damages arising from such interactions. Submittable reserves the right, but has no obligation, to monitor disputes between You and such organizations.

20. **Privacy and Intellectual Property Rights.** You acknowledge, consent, and agree that Submittable may, at its sole discretion and to the extent permitted by law, access, read, preserve, and disclose Your account information, usage history, and Customer Data to: (a) comply with any applicable law, regulation, legal process, or governmental request; (b) respond to claims that any Customer Data violates the rights of third parties, including, without limitation, intellectual property rights; (c) enforce this Bright Funds TOS and investigate potential violations; (d) detect, prevent, or address fraud, security, or technical issues; (e) respond to Your customer service requests; or (f) protect the rights, property, or personal safety of Submittable, its users, or the public.

20.1. **Filing a Notice of Infringing Material:** To file a notice of infringing material on the Bright Funds SaaS, You must submit the following information to the mail or email address listed in Section 7:

- Details reasonably sufficient to identify the work claimed to be infringed or, if multiple works are claimed, a representative list (e.g., title, author, registration or tracking number, or URL);
- Details reasonably sufficient to identify and locate the material claimed to be infringing (e.g., a link to the page containing the material);
- Your contact information so Submittable can contact You (e.g., address, telephone number, email address);
- A statement that You have a good faith belief that the use of the material is not authorized by the copyright owner, its agent, or the law;
- A statement, under penalty of perjury, that the information in the notification is accurate and that You are authorized to act on behalf of the owner of the exclusive right alleged to be infringed; and
- Your physical or electronic signature.

20.2. **Submitting a Counter-Notification:** If material that You posted to the Bright Funds SaaS has been removed or disabled, You may file a counter-notification by submitting the following information to the mail or email address listed in Section 7:

- Identification of the material that was removed or disabled and the location where the material appeared before its removal or disabling;
- A statement, under penalty of perjury, that You have a good faith belief that the material was removed or disabled due to mistake or misidentification;
- Your name, address, and telephone number;
- A statement that You consent to the jurisdiction of the Federal District Court for the judicial district where Your address is located, or, if Your address is outside the United States, for any judicial district where Submittable is located, and that You will accept service of process from the person who submitted the original notice in compliance with Section 512(c)(1)(C) of the DMCA; and
- Your physical or electronic signature.

21. **Notices.** All notices required or permitted under this Bright Funds TOS, including but not limited to notices regarding privacy-related inquiries or alleged copyright infringement, shall be provided in writing and delivered to Submittable at either of the following addresses:

By mail:

Submittable Holdings, Inc.
Attn: Joe Silver, CFO
101 E. Front St, Suite #500
Missoula, MT 59802

By email:

legal@submittable.com

22. Third-Party Sites and Content. The Bright Funds SaaS may include links to third-party websites (“**Third Party Sites**”) and may display content, information, images, photographs, videos, and other materials belonging to or originating from third parties (“**Third Party Content**”). Submittable does not investigate, monitor, or verify the accuracy, appropriateness, or completeness of any Third Party Sites or Third Party Content. The inclusion of or linking to any Third Party Site or Third Party Content does not imply approval or endorsement by Submittable. If You choose to leave the Bright Funds SaaS and access a Third Party Site, You do so at Your own risk, as Submittable’s terms and policies no longer apply. You are encouraged to review the applicable terms and policies, including privacy and data collection practices, of any Third Party Site You visit.