

## VOLUNTEERMATCH PUBLIC-USE API ACCESS AGREEMENT

In order to advance its nonprofit mission to strengthen communities by making it easier for good people and good causes to connect, VolunteerMatch is making these free Public-Use APIs available for personal and non-commercial use as set forth below.

This Public-Use API Access Agreement (the “**Agreement**”) is a legal agreement between VolunteerMatch (“we”, “us”, “ours”) and you. The term “you” means the person assenting to this Agreement or accessing the VolunteerMatch APIs or the organization on whose behalf the APIs are being accessed. If you are accepting on behalf of an organization, you represent and warrant that: (a) you have full legal authority to bind the organization to these terms and conditions; and (b) that you agree, on behalf of the party that you represent, to this Agreement.

We desire to grant you certain rights with respect to certain content under terms and conditions of this Agreement and to license you an application programming interface (“**API**”) to access certain VolunteerMatch services subject to the terms and conditions set forth below.

### 1. AGREEMENT.

**1.1 Agreement.** This is a legal agreement between you and us for use of, and access to, the API and the VolunteerMatch volunteer opportunity listings and data about non-profit organizations (the “**VolunteerMatch Data**”) from the application or website described in the information box that you filled before accessing this agreement (“**Application**”). By indicating that you agree to the terms of this Agreement, you are offering to enter into this Agreement with VolunteerMatch. This Agreement will have no effect, and VolunteerMatch will have no obligation to you, unless and until VolunteerMatch sends you an API Key or a written communication confirming its acceptance.

**1.2 Modification.** VolunteerMatch may change the terms of this Agreement from time to time at its sole discretion, and if VolunteerMatch makes any substantial changes, we will notify you by sending you an e-mail to the last e-mail address you provided to us and/or by posting notice of the change on the VolunteerMatch website ([www.volunteermatch.org](http://www.volunteermatch.org)) (“**VolunteerMatch Site**”). Any material changes to this Agreement will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you or thirty (30) calendar days following our posting of notice of the changes on the VolunteerMatch Site. These changes will be effective immediately for new users of our API. We may require you to provide consent to the updated Agreement in a specified manner before further use of the API is permitted. Otherwise, your continued use of the API constitutes your acceptance of the changes.

### 2. LISTINGS LICENSE.

**2.1 License.** Subject to the terms and conditions of this Agreement, VolunteerMatch grants you a non-exclusive, non-transferable license to use, display, perform, modify, and reproduce excerpts of VolunteerMatch Data solely for (a) your personal, non-commercial use; (b) non-commercial use by a government or municipal entity; (c) non-commercial use by an educational institution; or (d) any other purpose authorized in writing by VolunteerMatch

(collectively, the “**Purpose**”), and you agree to comply with the terms of this Agreement irrespective of the copyrightability of the VolunteerMatch Data. For the avoidance of doubt, non-commercial use does not include (x) any use of the VolunteerMatch Data, or any portion thereof, in an Application for which you charge money, collect fees, or receive, directly or indirectly, any form of remuneration, including advertising, sponsorship, or subscription fees; or (y) any use by, or for the benefit of, a commercial entity, or an entity primarily funded by a commercial entity, or the employees of either of the foregoing.

**2.2 Restrictions.** You will not require a User to login to your Application before allowing such User to access the VolunteerMatch Data. You will not use any device, software, or routine to interfere or attempt to interfere with any application, function, or use of VolunteerMatch systems. You agree not to engage in (or assist any third party in) any web scraping, harvesting, data extraction, the use of bots, scrapers, automated tools and/or human actions intended to copy or augment the VolunteerMatch Data without our written consent. You may not make copies of the VolunteerMatch Data other than transient copies for purposes of caching. You will not use the VolunteerMatch Data for purposes of conducting telemarketing or direct marketing. Merging, joining, aggregating, or otherwise combining, in any manner, the VolunteerMatch Data with any data related to volunteer opportunities provided by a third party is not permitted under this Agreement. Your merging, joining, aggregating, or combining the VolunteerMatch Data with any such third party data, if agreed by VolunteerMatch, will be subject to the terms of a separate commercial-use agreement executed between you and VolunteerMatch.

**2.3 Redistribution.** You will not redistribute the VolunteerMatch Data to any third party (other than Users of your Application in accordance with this Agreement), on behalf of any third party, or in connection with a third party’s website, in any medium or form. You agree to promptly notify VolunteerMatch of any breach of the Agreement of which you are or become aware.

**2.4 Your Obligations.** You agree (a) to use best efforts to ensure that the VolunteerMatch Data displayed in the Application is current and timely; and (b) to use best efforts to ensure that any display of any VolunteerMatch Data accurately presents the details contained in such VolunteerMatch Data.

**2.5 Attribution.** You agree to display, distribute, or make available to any User, in connection with any display, distribution or making available of VolunteerMatch Data to such User a 'Powered by VolunteerMatch logo' or attribution to VolunteerMatch in accordance with VolunteerMatch’s Attribution Requirements as may be modified from time to time (a current copy of which is available at <http://media.volunteermatch.org/docs/attributionguide.pdf>). You also agree not to delete or in any manner alter the hyperlinks included with, or embedded in, the VolunteerMatch Data. If you invite Users to post new volunteer opportunities, you will present VolunteerMatch as an option with a link to [www.volunteermatch.org](http://www.volunteermatch.org) in a manner no more or less prominent than the alternatives.

### **3. API ACCESS.**

**3.1 Access.** Subject to the terms and conditions of this Agreement, VolunteerMatch

agrees to make excerpts of its volunteer opportunity listings available to you in a form specified by VolunteerMatch and via an API provided by VolunteerMatch. Subject to the terms and conditions of this Agreement, you may access the VolunteerMatch Data by using the API and the unique code(s) assigned to you (“**API Keys**”) solely from the Application. VolunteerMatch reserves the right to block access to the VolunteerMatch Services by your API Key at any time in its sole discretion. If VolunteerMatch issues you updated API Keys, you agree that, after no more than 5 days, you will use only the new API Keys. Any use, display, performance, modification, reproduction, distribution, or syndication of the VolunteerMatch Data is subject to Section 2. VolunteerMatch reserves the right to suspend your access to the VolunteerMatch Data if you fail to comply with the Agreement.

**3.2 API Restrictions.** You agree to exercise reasonable efforts to prevent any unauthorized use or disclosure of the API or the API Keys. You will not provide access to the API or the API Keys to any third party.. You will notify us immediately upon the discovery of any unauthorized use of your API Key. You will not attempt to access, reverse engineer, or make available to Users any interface or functionality of VolunteerMatch servers or VolunteerMatch Services not expressly included in the API or otherwise documented by VolunteerMatch for public use.

**3.3 API Volume.** You agree and acknowledge that if you make more than twenty thousand (20,000) API calls (or such other amount as may be authorized in writing by VolunteerMatch)(“**Call Limit**”), or request more than five hundred (500) megabytes of data (or such other amount as may be authorized in writing by VolunteerMatch)(“**Data Limit**”), during any consecutive seven (7) day period, VolunteerMatch will have the right to terminate this Agreement immediately upon notice to you.

**3.4 API Modifications.** VolunteerMatch reserves the right to modify or terminate the API and/or the VolunteerMatch Services at any time in its sole discretion.

**4. Application Restrictions.** You warrant that your Application will not (a) contain any virus, Trojan horse, worm, time bomb, cancelbot, or other computer programming routine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (b) create an unusually high load on the VolunteerMatch servers; (c) create liability for VolunteerMatch; or (d) enable a VolunteerMatch user to interfere with other users’ use of the VolunteerMatch services.

**5. Minimum Terms.** Before making the VolunteerMatch services, including but not limited to the VolunteerMatch online volunteer matching service, the VolunteerMatch Data, and other information related thereto, (collectively, the “**VolunteerMatch Services**”) available to the end users of your Application (“**Users**”), you must ensure that each User has agreed to a written agreement that contains the terms required under this Section 5 and terms no less protective of VolunteerMatch’s rights than this Agreement (“**User Agreement**”). The User Agreement will provide the terms set forth in Exhibit A (Minimum Terms). You will enforce the User Agreement with at least the same degree of diligence that you use to enforce similar agreements for your own products or other websites, but in no event less than reasonable efforts.

**6. Your Information.** You agree to notify us in writing, in case of any changes, of (a) the URL where the VolunteerMatch Data will be displayed or where your Application can be obtained (“**Application URL**”); (b) material changes in the description of your Application (in which case you must notify us not less than seven (7) days prior to such changes becoming generally available); or (c) your contact email address. You represent the URL, description, and the email address that you provided in the information boxes that you filled before accessing this agreement are the current Application URL, the current description of your Application, and your current contact email address.

**7. WARRANTY DISCLAIMER.** THE API, THE VOLUNTEERMATCH DATA, AND ACCESS TO THE VOLUNTEERMATCH DATA ARE PROVIDED “AS IS”, “AS AVAILABLE” AND WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VOLUNTEERMATCH AND ITS SUPPLIERS DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES RELATING TO THE API, THE VOLUNTEERMATCH DATA AND ANY SERVICES PROVIDED BY VOLUNTEERMATCH UNDER THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE AND/OR QUIET ENJOYMENT. YOU REPRESENT THAT YOU HAVE NOT RELIED ON ANY WRITTEN OR ORAL REPRESENTATIONS OF VOLUNTEERMATCH OR ITS EMPLOYEES OR AGENTS IN ENTERING INTO THIS AGREEMENT.

**8. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VOLUNTEERMATCH OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, COSTS OF DELAY, FAILURE OF DELIVERY, OR BUSINESS INTERRUPTION, EVEN IF VOLUNTEERMATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE NATURE OF ANY CLAIMS (INCLUDING CLAIMS IN CONTRACT, TORT, OR STRICT LIABILITY).

## **9. TERMINATION**

**9.1 Term.** The term of this Agreement will begin on the date VolunteerMatch sends you confirmation of its acceptance and will continue until terminated as provided in this Section 9.

**9.2 Termination.** VolunteerMatch may terminate this Agreement, (a) effective immediately upon email notice to you if you breach any provision of this Agreement, and (b) for its convenience, effective twenty (20) days after email notice to you. You may terminate this Agreement for your convenience, effective immediately upon written notice to VolunteerMatch.

**9.3 Effects of Termination.** Upon termination of this Agreement for any reason, all rights under this Agreement will immediately cease to exist and you must immediately delete or destroy any VolunteerMatch Data in your possession or control. Sections 7 through 10 will survive any termination of this Agreement.

## **10. MISCELLANEOUS**

**10.1 Assignment.** You shall not assign any of your rights or delegate any of your duties under this Agreement without the express, prior written consent of VolunteerMatch, and, absent such consent, any attempted assignment or delegation will be void. VolunteerMatch may freely assign this Agreement.

**10.2 Governing Law; Disputes.** This Agreement will be governed by the laws of the State of California, U.S.A., without giving effect to any principles that would provide for the application of the laws of any other state. The United Nations Convention for the International Sale of Goods will not apply to this Agreement.

**10.3 Waivers.** All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**10.4 Severability.** If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

**10.5 Construction.** The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”

**10.6 Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. The terms of any purchase order or similar document submitted by you to VolunteerMatch will have no effect.

## EXHIBIT A - MINIMUM TERMS

The User Agreement will provide that:

- Use and distribution of the VolunteerMatch Data and/or VolunteerMatch Services are limited to the User's personal, non-commercial purposes.
- Title to and ownership of the VolunteerMatch Data remain with VolunteerMatch.
- The User may not (a) alter or modify the VolunteerMatch Data, (b) copy, reproduce, republish, post, transmit, sell, offer for sale, publicly display, or redistribute (except as set forth above) the VolunteerMatch Data or VolunteerMatch Services, or any portion thereof, in any way, or (c) reverse engineer, decompile, disassemble, or in any way attempt to derive the source code for the VolunteerMatch Services.
- All express and implied warranties regarding the VolunteerMatch Data and VolunteerMatch Services by VolunteerMatch and its suppliers are disclaimed.
- All consequential, special, and indirect damages are disclaimed on behalf of VolunteerMatch and its suppliers.
- VolunteerMatch is expressly named as an intended third party beneficiary of the User Agreement, with the right to enforce the terms relating to the VolunteerMatch Data directly against the User.
- All liability arising from or related to the User's correspondence or relationship with third parties found on or through the VolunteerMatch Services is disclaimed on behalf of VolunteerMatch.