Terms of Use

Please read these Terms of Use (the “Terms”) carefully before using the services offered by GoodMatch Inc. (dba Grapevine) (or, the “Company”). These Terms set forth the legally binding terms and conditions for your use of the website at www.grapevine.org, all other sites owned and operated by GoodMatch Inc. that redirect to www.grapevine.org, and all subdomains (collectively, the “Site”), and the service owned and operated by the Company (together with the Site, the “Service”). By using the Service in any manner, including, but not limited to, visiting or browsing the Site or contributing content, information, or other materials or services to the Site, you agree to be bound by these Terms and acknowledge that you have reviewed and understand GoodMatch Inc.’s Privacy Policy, as updated from time to time in accordance with Section 2 below.

1. Summary of Service

GoodMatch Inc. owns and operates www.grapevine.org, a platform (“Grapevine”) for Giving Circles. This enables individuals (“Members”) to come together with other Members to form a “Giving Circle”, which is a group of Members that pool their donations and decide together what nonprofits to support as a collective (“Giving Circle”). Certain Members have the role of administering a Giving Circle (“Leaders”) and coordinate with their Giving Circle Members to decide how and where funds should be allocated. Leaders then inform Company accordingly and Company administers grants to the recommended nonprofits.

Leaders, Members, and other visitors to and users of the Service, including but not limited to non-member donors, foundations, and companies (collectively, “Users”), recommend charitable organizations and their projects to raise money from Users. In some cases, Company may recommend charitable organizations and their projects to raise money from Users.

Through the Site, email, websites, and other media, the Service may make accessible various content, including, but not limited to, videos, photographs, images, artwork, graphics, audio clips, comments, data, text, software, scripts, projects, other material and information, and associated trademarks and copyrightable works (collectively, “Content”). Users may have the ability to contribute, add, create, upload, submit, distribute, facilitate the distribution of, collect, post, or otherwise make accessible (“Submit”) Content. “User Submissions” are any Content Submitted by Users.

2. Modification of Terms

The Company reserves the right, at its sole discretion, to modify or replace these Terms and our Privacy Policy by posting the updated Terms and Privacy Policy on the Site. Such modifications and additions will be effective immediately and incorporated
into these Terms and our Privacy Policy. It is your responsibility to check the Terms and Privacy Policy periodically for changes. We will make reasonable efforts to notify you of any material changes to the Terms and Privacy Policy, including, but not limited to, by posting a notice to our Site or by sending an email to an address you have provided to us. Your continued use of the Service following the posting of any changes to the Terms and Privacy Policy constitutes acceptance of those changes.

3. Modification of Site

The Company reserves the right to change, suspend, or discontinue the Service (including, but not limited to, the availability of any feature, database, or Content) at any time for any reason. The Company may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability. You agree that Company will not be liable to you or to any third party for any modification, suspension, discontinuance, or restriction of any of the Site.

4. Account Security

To use the Site and Service, you must: (i) be at least 18 years old (and at least the legal age in your jurisdiction), (ii) have not previously been suspended or removed from the Site or Service, and (iii) register for and use the Site and Service in compliance with any and all applicable laws and regulations. The Company may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Service is revoked in those jurisdictions.

5. Rules and Conduct

As a condition of use, you promise not to use the Service for any purpose that is prohibited by the Terms or in violation of any local, state, national, or international law. The Service is provided only for your own personal, non-commercial use (except as allowed by the terms set forth in Section 7).

You are responsible for all of your activity in connection with your use of the Service. You shall not, and shall not permit any third party using your account to, take any action, or Submit Content, that:

- Infringes any patent, trademark, trade secret, copyright, right of publicity, or other right of any other person or entity, or violates any law or contract;
- You know is false, misleading, or inaccurate;
- Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, tortious, or that a reasonable person could deem to be obscene, offensive, profane, objectionable, indecent, pornographic, harassing, hateful, or otherwise inappropriate or invasive of another’s privacy;
- Constitutes unsolicited or unauthorized advertising or promotional material
or any junk mail, spam, or chain letters;
• Interferes with the operation or any User’s enjoyment of the Site, including by uploading or otherwise disseminating viruses, adware, spyware, worms, or any other malicious codes, files, or programs that are designed or intended to disrupt, damage, limit, or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password, or other information of the Company or any third party; or
• Is made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.

Additionally, you shall not: (i) take any action that imposes or may impose (as determined by the Company in its sole discretion) an unreasonable or disproportionately large load on the Company’s or its third-party providers’ infrastructure; (ii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; (iii) interfere in any way with security-related features of the Site; (iv) bypass any measures the Company may use to prevent or restrict access to the Service (or other accounts, computer systems, or networks connected to the Service); or (v) use manual or automated software, devices, or other processes to “crawl” or “spider” any page of the Site.

You shall not directly or indirectly: (i) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the extent applicable laws specifically prohibit such restriction; (ii) modify, translate, or otherwise create derivative works of any part of the Service; or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder.

6. Registration

You may view Content on the Site without registering, but as a condition of using certain aspects of the Service, you may be required to register with the Company. When you register for an account, we may ask you to provide certain identifying information about yourself, including but not limited to your email address and other contact information, and to create a username (“User ID”) and password (together, “Registration Information”). When registering for and maintaining an account, you agree to provide true, accurate, complete, and current Registration Information. Failure to do so shall constitute a breach of the Terms, which may result in immediate termination of your account. You also agree not to impersonate any person or entity, misrepresent any affiliation with anyone else, use false information, or otherwise conceal your identity from Company for any purpose. The Company reserves the right in its sole discretion to refuse registration of or cancel a User ID, domain name, and project name. You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your password and other Registration Information. For your protection and the protection of other Users, we
ask you not to share your Registration Information with anyone else. If you do share this information with anyone, we will consider their activities to have been authorized by you. You shall never use another User account without the other User’s express permission. You will immediately notify the Company at info@grapevine.org of any unauthorized use of your account, or other known account-related security breach.

7. Recommendations and Donations

Grapevine is a platform where Leaders recommend charitable organizations and their projects to raise money from Donors. By making recommendations on Grapevine, you as the Leader are offering the public the opportunity to accept your recommendation and to make financial decisions based upon it. By donating through a recommendation page on Grapevine, you as the Donor accept that recommendation and there is no official contract between Leader and Donor or between GoodMatch Inc. and Donor. GoodMatch Inc. is not a party to the recommendation given and received between Leader and Donor. All dealings are solely between Users.

By donating or creating a recommendation on Grapevine, you agree to be bound by these Terms, including the following:

- Donors agree to provide their payment information at the time they donate to an organization. The payment will be collected immediately, as well as a processing fee.
- Donors consent to GoodMatch Inc. and its payment partners authorizing a charge on their payment card or other payment method for the full amount, including the processing fee.
- Donors agree to have sufficient funds or credit available to ensure that the donation will be collectible.
- For all recommendations, GoodMatch Inc. gives to the Leader each Donor’s User ID, donation amount, Donor’s name and email.
- GoodMatch Inc. does not offer refunds or exchanges.
- GoodMatch Inc. and its payment partners will remove their fees before transmitting proceeds of a donation transacted through the platform. Fees may vary depending on region and other factors.
- GoodMatch Inc. reserves the right to cancel a donation at any time and for any reason.
- GoodMatch Inc. reserves the right to reject, cancel, interrupt, remove, or suspend a recommendation at any time and for any reason. GoodMatch Inc. is not liable for any damages as a result of any of those actions. GoodMatch Inc.’s policy is not to comment on the reasons for any of those actions.
8. Unclaimed Funds & Use Policy

Grapevine requires active grantmaking in every Giving Circle. If no grants have been distributed from a Giving Circle for one year, Grapevine will contact the Giving Circle administrator/s via the email they used at signup, or another email provided during administrator/s time of use of the platform, to encourage grant recommendations from the Giving Circle. After two years in which no grants have been distributed from a Giving Circle, Grapevine will employ the funds to further its mission and help to support and scale the Giving Circle movement. In situations in which, in the sole discretion of Grapevine, a Giving Circle has remained inactive in grantmaking for an excessive period of time, Grapevine may in its sole discretion revoke and terminate any recommendation privileges with respect to a Giving Circle.

9. Fees and Payments

Registering for an account on the Site is free. However, we do charge fees for certain services. When you use a service that has a fee you have an opportunity to review and accept the fees that you will be charged. Changes to fees are effective after we provide you with notice by posting the changes on the Site. You are responsible for paying all fees and taxes associated with your use of the Service.

You may make monetary donations (“Donations”) through the Site, other electronic transfers, wires, check by mail, over the phone with our representatives, at an event, or otherwise in person, and in doing so, you hereby agree that those Donations and any information shared in connection therewith are governed by these Terms and the terms of any third-party provider collecting the Donation and the related information on behalf of the Company. Donations made by Donors are collected by a third-party payment processor, Stripe, into an account sponsored by Grapevine Giving Foundation (“GGF”), a 501.c.3 public charity organization. The Company is not responsible for the performance of any third party payment processor. You should review Stripe’s terms and conditions before you make a Donation. With the help of GGF, Grapevine operates as a fully digital Donor Advised Fund. Grapevine and GGF make every reasonable effort to respect the wishes of our Donors. However, to comply with federal tax laws and regulations, GGF must retain the exclusive authority, discretion, and legal control over all donated funds. In the rare event that the charity you have advised does not satisfy GGF’s criteria or otherwise enable GGF to pay them (e.g., they are not recognized by the IRS as a public charity, or are not in good standing with federal or state regulators, etc.), GGF may select an alternate non-profit organization to receive the Donation or have the Donation allocated to a fund maintained by GGF and used solely for charitable purposes, including, but not limited to, mission-based activities and grants.

GGF’s distributions to or for the benefit of your advised charity and/or purpose must not be used for the personal benefit of you, or any other Donor advisor, or any
other purpose conferring impermissible private benefit.

10. Third-Party Sites

The Site may contain links to third-party websites or services on the Internet, and other websites or services may contain links to the Site. When you access third-party websites, you do so at your own risk. The Company provides such links as a convenience, and does not control or endorse these websites and services, and you acknowledge that the Company is not liable for the content, functions, accuracy, legality, appropriateness, or any other aspect of those other websites or services. The inclusion on another website of any link to the Site does not imply endorsement by or affiliation with the Company. You further acknowledge and agree that the Company shall not be liable for any damage or loss related to the use of any such third-party website or service.

11. Content and License

You agree that the Service contains Content provided by the Company and its partners and Users and that the Content may be protected by copyrights, trademarks, service marks, patents, trade secrets, or other rights and laws. You shall abide by and maintain all copyright and other legal notices, information, and restrictions contained in any Content accessed through the Service.

The Company grants to each User of the Service a limited, revocable, non-exclusive, non-sublicensable, non-transferable, non-assignable, non-sublicensable, and royalty-free license for you to use the Service and Content, solely for personal, non-commercial use. Use, reproduction, modification, distribution, or storage of any Content for other than personal, non-commercial use is prohibited without prior written permission from the Company, or from the copyright holder. You shall not sell, license, rent, assign, or otherwise use or exploit any Content for commercial use or in any way that violates any third-party right.

12. Intellectual Property

By Submitting User Submissions on the Site or otherwise through the Service, you acknowledge and agree that you relinquish all ownership rights in any ideas or suggestions that you submit. This Site is protected by applicable copyright and other intellectual property laws, and no materials from the Site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without the Company’s express permission. All trademarks and service marks on the Site belong to the Company, except third-party trademarks or service marks, which are the property of their respective owners.

13. Copyright Notifications
Pursuant to the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("DMCA"), the Company has designated to the U.S. Copyright Office an agent to receive notifications of claimed copyright infringement relating to the Services (the “Designated Agent”). All such notifications relating to the Services must be submitted in a manner consistent with the DMCA to the following Designated Agent:

Emily Rasmussen  
GoodMatch Inc. (dba Grapevine)  
64 Bleecker Street #264, NYC NY 10012  
Phone: 917.345.5544  
Email: emily@grapevine.org

To be effective, the notification must be a written communication that includes the following: (i) a signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are claimed to have been infringed, a representative list of such works; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity, and that is to be removed or access which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material; (iv) information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an email address; (v) a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Under the DMCA, any person who knowingly materially misrepresents that material is infringing or was removed or disabled by mistake or misidentification may be subject to liability. If you fail to comply with these notice requirements, your notification or counter-notification may not be valid.

14. Termination

If you violate these Terms, your permission to use the Services will automatically terminate. In addition, the Company may suspend or terminate your account and/or access to the Service, without cause or notice, which may result in the forfeiture and destruction of all information associated with your account. If you wish to terminate your account, you may do so by following the instructions on the Site or contacting us at info@grapevine.org. Any fees paid to the Company are non-refundable. All provisions of the Terms that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.
15. **Warranty Disclaimer**

The Service is provided “as is” and on an “as available” basis, without warranty or condition of any kind, either express or implied. Although the Company seeks to maintain safe, secure, accurate, and well-functioning services, we cannot guarantee the continuous operation of or access to our Service, and there may at times be inadvertent technical or factual errors or inaccuracies. The Company specifically (but without limitation) disclaims (i) any implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement; and (ii) any warranties arising out of course-of-dealing, usage, or trade. You assume all risk for any/all damages that may result from your use of or access to the Service. The Company does not guarantee the accuracy of, and disclaims all liability for, any errors or other inaccuracies in the information, content, recommendations, and materials made available through the Service.

16. **Indemnification**

You agree that you will be personally responsible for your use of the Service and you agree to defend, indemnify, and hold harmless the Company, its affiliates, and each of its and its affiliates’ employees, contractors, directors, suppliers, and representatives from all liabilities, claims, damages, losses, and expenses, including reasonable attorneys’ fees and other legal costs, that arise from or relate to: (i) your use or misuse of, or access to, the Service; (ii) your violation of the Terms or any applicable law or regulation; (iii) your violation of any third-party right including, without limitation, any intellectual property right, publicity, confidentiality, property, or privacy right; or (iv) any disputes or issues between you and any third party. The Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with the Company in asserting any available defenses.

17. **Limitation of Liability**

In no event shall the Company, nor its directors, employees, agents, partners, suppliers, or content providers, be liable under warranty, contract, tort, strict liability, negligence, or any other legal or equitable theory with respect to the Service for any indirect, incidental, special, consequential, direct, indirect, or punitive damages. Some jurisdictions do not allow the disclaimer of warranties or limitation of liability in certain circumstances. Accordingly, some of the above limitations may not apply to you.

18. **International**

Accessing the Service is prohibited from territories where the Content is illegal. If you access the Service from any foreign jurisdiction, you do so at your own initiative
and are responsible for compliance with local laws.

19. **Electronic Delivery, Notice Policy, and Your Consent**

By using the Services, you consent to receive communications from the Company including notices, agreements, legally required disclosures, or other information in connection with the Services (collectively, “Contract Notices”) electronically. The Company may provide the electronic Contract Notices by posting them on the Site. If you desire to withdraw your consent to receive Contract Notices electronically, you must contact us at at info@grapevine.org or discontinue your use of the Service.

20. **Governing Law**

These Terms (and any further rules, policies, or guidelines incorporated by reference) shall be governed by and construed in accordance with the laws of the State of New York and the United States, without giving effect to any principles of conflicts of law. Subject to Section 20, which provides that disputes are to be resolved through binding arbitration or small claims court, to the extent that any lawsuit or court proceeding is permitted hereunder, you consent and agree to submit to the exclusive personal jurisdiction of the state and federal courts within New York County, New York for the purposes of litigating any such disputes. You hereby irrevocably waive any right you may have to trial by jury in any dispute, action, or proceeding.

21. **Dispute Resolution by Binding Arbitration**

In the interest of resolving disputes between you and the Company in the most expedient and cost-effective manner, you and the Company agree to resolve disputes through binding arbitration or small claims court instead of in courts of general jurisdiction (“Agreement to Arbitrate”). Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration or litigation under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted. You acknowledge and agree that the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that individual party’s claim(s). Any relief awarded cannot affect other Users.

22. **Integration and Severability**

These Terms, together with the Privacy Policy, constitute the entire and exclusive understanding and agreement between you and the Company with respect to your use of the Service, and supersede all prior or contemporaneous communications and
proposals (whether oral, written, or electronic) between you and the Company with respect to the Service and govern the future relationship. Except as expressly permitted above, these Terms, together with the Privacy Policy, may only be amended by a written agreement signed by authorized representatives of the parties.

If any provision of the Terms is found to be unenforceable or invalid, that provision shall be given effect to the greatest extent possible and the remaining parts of the Terms will remain in full force and effect and enforceable.

The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. The failure to require performance of any provision shall not affect the Company’s right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

23. Miscellaneous

The Company shall not be liable for any failure to perform its obligations hereunder where the failure results from any cause beyond the Company’s reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation. The Terms are personal to you, and are not assignable, transferable, or sublicensable by you except with the Company’s prior written consent. The Company may assign, transfer, or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of the Terms and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under the Terms, the prevailing party will be entitled to recover costs and attorneys’ fees. All notices under the Terms will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or email; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

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