

# Classy Terms of Service

Last Updated: 10/31/2023

To find an older version of these terms, go [here](#).

Classy, Inc., a GoFundMe Company, (referred to throughout as “**us**”, “**we**”, “**our**” etc.) is a Public Benefit Corporation and a certified B corporation that helps nonprofit organizations maximize their impact through a suite of online fundraising tools to accelerate social impact around the world. Nonprofits use our platform to raise money, engage their communities, and advance their missions.

These Terms of Service (the “**Terms**”) apply to the [www.classy.org](#) website, any other websites or webpages we own or operate that include a link to these Terms, the websites and webpages that our clients create in connection with their campaigns and are operated by us, and the logos, designs, text, graphics, software and other content and materials made available through the foregoing (collectively referred to as the “**Website**”). Any party that accesses, uses or registers with the Website (referred to throughout as “**you**”, “**your**” etc.) agrees to be contractually bound by these Terms. For the avoidance of doubt, our clients are subject to their own, separate agreements with us that contain terms relating to our provision of services to them.

Your use of the Website, including any of the services or features accessible therein, constitutes your acceptance of these Terms. If you do not wish to use the Website in accordance with these Terms, then you should immediately discontinue using the Website.

**These Terms contain provisions that limit our liability to you. Please see “Disclaimer of Warranties,” “Release” and “Limitation of Liability” below for more information.**

## 1.0 Updates to These Terms

We may update or change these Terms from time to time without notice to you. The most recent modification date will be noted by the “Last Updated” date at the top of this page. You agree that you will regularly check these Terms for updates or changes.

## 2.0 Intellectual Property and Content

**2.1 Proprietary Rights.** The Website, including its forward-facing components (e.g. images, designs, text and arrangements of the foregoing), its various features and services, and all underlying software and code, is owned by us, our licensors and/or our clients and protected under applicable copyright, trademark and other intellectual property laws and international treaties. You understand and agree that your use of the Website in no way gives you a right, title or interest in the Website or the intellectual property owned or licensed by us.

**2.2 Prohibited Activities.** You agree to use the Website strictly in accordance with these Terms and only as it is intended to be used. All other uses are strictly prohibited. You may not copy, emulate, rent, lease, sell, modify, decompile, disassemble, reverse-engineer or transfer the Website or any part of it. You may not use any device, software or routine to interfere or attempt to interfere with the proper working of the Website, and you may not take any action that imposes an unreasonable or disproportionately large load on our systems. Nothing in these Terms grants you any right to use any of our or our clients’ trademarks, service marks, logos, domain names, other indicia of origin or any other related content.

**2.3 Your Content.** By posting, uploading or transmitting content or information to, or through, the Website, you grant us a nonexclusive, irrevocable, perpetual, worldwide, sublicensable, royalty-free license to copy, store, transmit, publish, publicly display, publicly perform, and otherwise use this content or information to operate the Website and our services and internally for any other business purpose, without accounting, attribution or compensation to you. You represent and warrant that you have all rights necessary to make available such content or information and to grant such license. You understand and agree that we are not obligated to review or monitor our Website users’ content, but we reserve the right to remove or modify such content for any reason, including any content that we believe violates these Terms or our policies.

**2.4 Third-Party Content.** The Website may include links or direct connections to other websites, content or resources made available to you from third parties. For example, the Website may provide direct links to our clients’ websites or certain social-networking services. You understand and agree that we have no control over any such third-party applications, websites, content or resources, which are made available by companies or persons other than us. You understand and agree that we are not responsible for the availability of any such third-party applications, websites, content or resources. You further understand and agree that we are not liable to you for any loss or damage that may be incurred by you arising out of or from these third-party applications, websites, content or resources.

## 3.0 Your Responsibilities

**3.1 User Obligations.** By accessing, using or registering with the Website, you represent, warrant and irrevocably covenant that

- You have the authority to agree to these Terms.
- You will comply with all policies posted on the Website.
- Your use of the Website will not violate any applicable law, rule or regulation.
- Your use of the Website will not infringe on the rights of any third parties.
- You will at all times supply true, accurate, current and complete information to us, and you will not misrepresent yourself to the public through your use of the Website.
- You will not upload, post or otherwise transmit through or on the Website any viruses or other harmful, disruptive or destructive files of any kind.
- You will not upload, post or otherwise submit any material that is knowingly false or defamatory, inaccurate, abusive, vulgar, hateful, harassing, harmful, obscene, profane, threatening, invasive of a person’s privacy, in violation of any law, rule or regulation, or otherwise inappropriate.
- You are at least 13 years of age if you are using the Website and have the consent of a parent or legal guardian if you are under 18 years of age.

**3.2 Accounts.** In order to use certain features and services of the Website, you will need to create a user account through the Website. All the information you provide when you create your account must be true, accurate, current and complete. You are responsible for all activity under your account, and are responsible for securing and protecting your login information and password. We may suspend or terminate your account for any reason or no reason, and accounts that have been terminated for failing to comply with these Terms may not be reopened under another name.

**3.3 Fundraiser Creation.** When you register for an event on the Website, a fundraising webpage will be automatically created for you in connection with the campaign related to the event. This webpage will display your personal information like your first and last name, and our use of personal information is more fully described in our Privacy Policy (see Section 6.2 of these Terms). You may request that any such fundraising webpage be taken down and removed by submitting a request to [privacy@classy.org](#).

## 4.0 International Use

Our services are not intended for use by nonprofit organizations organized under the laws of countries other than those of the United States of America. You represent, warrant and irrevocably covenant that you will refrain from making financial transactions through the Website if you (i) are located in a country embargoed by the United States or designated by the United States as a “terrorist supporting” country or (ii) are listed on any United States government list of prohibited or restricted parties.

## 5.0 Fees

Nonprofit organizations that use our services as our clients pay us a fee to use such services.

## 6.0 Additional Policies

**6.1 General.** Our policies posted or otherwise made available on the Website, including those below, are incorporated into these Terms.

**6.2 Privacy Policy.** For information about our privacy practices, please read our Privacy Policy [here](#) (the “Privacy Policy”). Our Privacy Policy explains how we collect, use, share and secure your personal information in connection with the Website. By using the Website, you agree to the terms of our Privacy Policy.

**6.3 DMCA Policy.** You agree to abide by our DMCA Policy [here](#).

**6.4 Community Guidelines.** You agree to abide by the Classy Community Guidelines [here](#).

## 7.0 Availability

As the provider of the Website, we reserve the right to discontinue, terminate, modify, suspend or make improvements to the Website, including any features or services provided by or through the Website, in whole or in part, for any or no reason, without notice to you. You understand and agree that we will not be liable to you or any third party for any discontinuance, termination, modification or suspension of the Website.

## 8.0 Liability

**8.1 DISCLAIMER OF WARRANTIES.** We disclaim all warranties, express, implied, statutory and otherwise, concerning the Website to the fullest extent allowed by applicable law. This waiver includes, but is not limited to, all warranties of merchantability, fitness for a particular purpose, non-infringement and accuracy of information. We make no warranties concerning continuity of service or the security of the Website, or that the Website will be error-free. We offer the Website, including the features and services contained therein, “AS IS” and “WITH ALL FAULTS.”

**8.2 Taxes.** You understand and agree that the organization you may transact with through the Website is the party that sets the tax language in any receipt you may receive. We make no representations about the nature of any transaction you make through the Website. Always consult the organization you are transacting with and a qualified financial advisor prior to claiming a deduction on your taxes.

**8.3 RELEASE.** You hereby release us, our successors and assigns, our affiliates, our licensees, our clients (i.e. nonprofit and other organizations for which we operate a Website or provide other related services) and each of their parent, subsidiary and other affiliated or related entities, and each of the foregoing’s respective directors, officers, employees and agents (collectively, the “**Releasees**”) from any and all liability, costs, expenses, losses, damages (including damage to property or personal injury or death), and claims, whether known or unknown, which may arise from (i) you hosting, participating in, attending, or authorizing an event posted on the Website (including events you authorize your supporters to advertise on the Website), (ii) the acts or omissions of third parties you interact with through the Website or (iii) any materials that you make available through the Website (collectively, the “**Released Claims**”). In furtherance of the foregoing, and only with respect to the Released Claims, you waive your rights under California Civil Code Section 1542 which states: “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.” If you are a resident of another jurisdiction, in or outside of the United States, you waive any comparable statute or doctrine.

**8.4 LIMITATION OF LIABILITY.** Neither we nor our officers, directors, employees and agents, will be liable to you for special, consequential, indirect, punitive, exemplary or incidental damages (including lost revenues or profits, or loss of goodwill), regardless of the cause, legal theory or cause of action, even if we have been advised of the likelihood thereof. Our aggregate liability, together with the liability of our officers, directors, employees and agents, arising out of these Terms and your use of the Website (when aggregated with all other claims against us arising out of these Terms and your use of the Website), regardless of the type of claim(s) or the nature of the cause(s) of action, will not exceed the greater of (i) one hundred U.S. Dollars (\$100) or (ii) the net amount of fees we have been paid by our clients arising from transactions you have made through the Website in the twelve (12) months immediately preceding the event giving rise to your claim(s). You understand and agree that the foregoing limitations are an essential basis of the bargain we have reached and that they will apply notwithstanding any failure of essential purpose of any limited remedy.

**8.5 Indemnification.** You agree to hold the Releasees harmless and to defend and indemnify each of them for all costs, expenses (including reasonable attorney’s fees), damages and liability from third-party claims that arise from, or relate to, your use of the Website, including any materials you provide us, or your breach of these Terms.

## 9.0 General

**9.1 Governing Law.** These Terms will be governed by and construed in accordance with the laws of the State of California, as such laws are applied to agreements made between California residents and performed entirely within the State of California, and without regard to conflicts of laws principles.

**9.2 Forum.** The exclusive jurisdiction and venue for any disputes which may arise out of, or relate to, these Terms or your use of the Website will be the state and federal courts located in San Diego County, California. You hereby expressly and irrevocably consent to the personal jurisdiction and venue of such courts.

**9.3 No Joint Venture.** These Terms do not create, and shall not be construed to create, a joint venture, partnership or other formal business relationship between you and us. At all times we shall remain independent contractors with respect to one another.

**9.4 No Assignment.** You have neither the right nor the power to assign your rights under these Terms. Any purported assignment of your rights under these Terms will be NULL AND VOID.

**9.5 Entire Agreement.** These Terms contain the entire agreement between you and us. They are a complete integration of our agreement and supersede and displace any earlier or contemporaneous written or oral negotiations, statements or agreements purporting to deal with the subject matter hereof.

**9.6 Severability.** If any provision of these Terms is found to be unenforceable, invalid or illegal by a court of competent jurisdiction, this finding shall not render any other provision of these Terms unenforceable, invalid or illegal. We both agree that a court will have the authority to modify or replace the unenforceable, invalid or illegal provision with a valid and enforceable provision that most closely represents our intentions with respect to the invalid, illegal or unenforceable provision.

**9.7 No Waiver.** Any delay on your part, or on our part, to exercise a right or power granted under these Terms will not be construed as a waiver of such right or power. All waivers must be in writing, and a waiver of any particular breach will not be construed as a waiver of any other breach, or any succeeding breach.

**9.8 Survival.** The provisions of the sections of these Terms titled “Intellectual Property,” “Liability” and “General” will survive termination.

**9.9 Headers.** The headers contained within these Terms are for convenience of reference only. They should not be interpreted to modify the plain meaning of the various provisions of these Terms.

**9.10 Attorney’s Fees.** If a dispute arises out of these Terms or your use of the Website, then the prevailing party in any litigation will be entitled to recover all costs and expenses (including reasonable attorney’s fees) incurred as a result of that litigation.

**9.11 Notices.** You agree that we may provide you with notices in connection with the Website by email, postings on the Website and/or updates to these Terms.