

ONESOURCE CENTER FOR NONPROFIT EXCELLENCE ONLINE TERMS

GENERAL. Community Resource Center, Inc. d/b/a OneSource Center for Nonprofit Excellence, an Ohio non-profit corporation operates this website (the "Site") and provides services on behalf of itself and its affiliates ("OneSource" or "we"). You, as the user of the Site, are referred to herein as "you" or "user".

Set forth below are the Terms and Conditions of Use, which explain how you may use the Site. Our Privacy Policy explains how we collect information from you on the Site, what we do with such information and how you can contact us regarding such information. Please click here to read the Privacy Policy. The Terms and Conditions of Use and the Privacy Policy are collectively referred to herein as the "Online Terms".

The Online Terms are effective as of June 1, 2019. Please read all of the Online Terms carefully before using the Site, as they may have been revised since you last used the Site.

By using the Site, including, but not limited to, downloading materials from the Site or transmitting information through the Site, you signify your agreement to the Online Terms. If you do not agree to the Online Terms, do not download materials from the Site, submit information through the Site or use the Site in any manner.

OneSource reserves the right, in its sole discretion, to change, modify, add or remove any portion of the Online Terms in whole or in part, at any time. You should review the Online Terms regularly as changes will be effective when made. You hereby acknowledge and agree that your continued use of the Site after a change has been made to the Online Terms shall constitute your acceptance of such changes. We will notify you, either through email or by posting a notice on the homepage of the Site, of any material changes to the Online Terms.

TERMS AND CONDITIONS OF USE

LIMITED LICENSE: This Site and its related services are intended only for use by those who are 18 years of age or older and of the age of majority in the jurisdiction in which they reside. If you are not 18 or older, and of the age of majority in the jurisdiction in which you reside, you cannot use this Site without the accompaniment and supervision of your parent or legal guardian. If you are a parent or legal guardian, you agree that you will monitor and supervise the use of this Site by children, minors and others under your care, and you agree to be responsible for their use of this Site. Any use of this Site by persons not of the age of majority in the jurisdiction in which they reside and without parental consent can result in immediate termination of your use of this Site and/or any affiliated services. Subject to your compliance with the Terms and Conditions of Use, OneSource grants to you a non-exclusive, non-transferable, limited right to access and use the Site and the information and materials contained therein (collectively, the "Materials"). OneSource authorizes you to view and download the Materials only for your own use, except as otherwise expressly provided herein. The authorization granted in the prior sentence (a) does not constitute a transfer of title in the Materials and (b) is subject to the following restrictions: (1) you may not remove any copyright or other proprietary notices contained in the Materials; (2) you may not modify the Materials in any way or reproduce or publicly display, perform, or distribute the Materials for any public or commercial purpose; (3)

you may not bypass, or attempt to bypass, any technical measures used to prevent or restrict access to any portion of the Site; (4) you may not reverse engineer, decompile or disassemble the Site, or to convert into human readable form any of the contents of this Site not intended to be so read, including but not limited to using or directly viewing the underlying code for the Site except as interpreted and displayed in a web browser; (5) you may not use any data mining, robots, or similar automated data gathering and extraction tools to access the Site; (6) you may not violate or attempt to violate the security of the Site, (7) you may not interfere with or attempt to interfere with the proper working of the Site or otherwise engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm OneSource or users of the Site or expose them to liability; (8) you may not alter or modify, or attempt to alter or modify, any part of the Site; (9) you may not attempt to gain unauthorized access to any portion of the Site or any systems or networks connected to the Site through hacking, cracking, mining, phishing or any other means; and (10) you may not use reports, content, electronic documentation or other materials available on the Site to feed any downstream product, application or website.

You agree not to use the Site for any purpose that is unlawful or prohibited by these Terms and Conditions of Use or to solicit the performance of any illegal activity, to stalk or harass other users of the Site, or to engage in any other activity which infringes the rights of OneSource or any other third parties. You agree not to take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or any systems or networks connected to the Site. OneSource may terminate the authorization, rights and license given above, in its sole discretion and for any or no reason. Upon notice to you of such termination, including, but not limited to, through the posting of such changes on the Site, you agree to immediately destroy copies of all Materials, in electronic form or otherwise, then in your possession. Following termination of this license, these Terms and Conditions of Use shall still apply to the extent practicable.

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to you or any other person. If you send any such information to us, you lose all rights to such information, and you agree that any such information that you or an individual acting on your behalf provide to OneSource through the Site will not be considered confidential or proprietary.

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LIMITATION OF LIABILITY: IN NO EVENT SHALL WE OR ANY OF OUR AFFILIATES, OR ANY OF OUR OR THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS OR LICENSORS (THE "ONESOURCE PARTIES"), BE LIABLE (1) FOR ANY LOSS OR DAMAGE ARISING OUT OF YOUR FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS OF USE, OR (2) UNDER ANY THEORY OF LIABILITY WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE AND STRICT LIABILITY) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS OR REVENUE (WHETHER IN AN ACTION BASED IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE OR OTHERWISE (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES)) ARISING OUT OF (A) YOUR USE OF THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OR DAMAGE CAUSED BY ANY RELIANCE ON, OR ANY DELAYS, INACCURACIES, ERRORS OR OMISSIONS IN, ANY INFORMATION ACCESSED ON OR THROUGH THE SITE; (B) ANY TRANSACTION ENTERED INTO THROUGH OR FROM THE SITE; (C) YOUR INABILITY TO USE THE SITE OR THE INFORMATION CONTAINED THEREIN FOR WHATEVER REASON, INCLUDING, BUT NOT LIMITED TO, COMMUNICATIONS FAILURE OR ANY OTHER FAILURE WITH TRANSMISSION OR DELIVERY OF ANY INFORMATION ACCESSED ON OR THROUGH THE SITE; (D) THE DELETION, CORRECTION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY INFORMATION; (E) THE USE OF ANY PRODUCTS OR SERVICES OBTAINED ON OR THROUGH THE SITE; (F) UNAUTHORIZED ACCESS TO THE SITE AND UNAUTHORIZED ALTERATION TO YOUR TRANSMISSIONS OR DATA; (G) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (H) ANY OTHER MATTER RELATING TO THE SITE OR YOUR USE OF THE SITE.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN SUCH JURISDICTIONS OUR AGGREGATE LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY THE LAWS OF THAT JURISDICTION. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL LOSS OR DAMAGE WITH RESPECT TO THE SITE EXCEED \$50.00.

INDEMNITY: You agree to indemnify, hold harmless and, at our option, defend any OneSource Parties from all damages, costs, liabilities, suits, judgments, penalties, expenses, obligations, losses, claims, actions, costs and expenses (including, but not limited to, attorneys' fees and expenses), relating to or arising out of (a) your breach of these Terms and Conditions of Use, and/or (b) any use of the Site by you, by any person authorized by you or by an individual using the Site with your password, whether or not you have authorized such use.

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site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other harmful or destructive properties, including, but not limited to, those which might cause system failure or malfunction, upon transferring to other sites. We reserve the right to remove content served by third parties and terminate any link to a third-party site at any time. Content provided by a third party, or links to a third-party site, do not imply that OneSource sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in such content or accessible through such links, or that any third party providing content or operating a linked site is authorized to use any trademark, trade name, logo or copyright symbol of OneSource or any of its affiliates or subsidiaries.

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The Digital Millennium Copyright Act (“DMCA”) provides a mechanism for notifying service providers of claims of unauthorized use of copyrighted materials. Under the DMCA, a claim must be sent to the service provider as Designated Agent. If you believe in good faith that OneSource should be notified of a possible online copyright infringement involving the Site, please notify OneSource’s Designated Agent using the following contact information:

OneSource Attention: Chief Executive Officer
Community Resource Center, Inc. d/b/a OneSource Center for Nonprofit Excellence 3610 Park
42 Drive, Sharonville, OH 45241
OR
Please e-mail ceo@onesourcecenter.org

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prohibited. If you access this Site from a location outside of the United States, you are responsible for compliance with all local laws. These Terms and Conditions of Use shall be governed by the laws of the State of Ohio, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction. Without limiting OneSource's right to bring an action against you in any jurisdiction, you further agree to submit to the non-exclusive jurisdiction of, and acknowledge and agree that proper venue shall lie in, the federal and state courts located in Hamilton County, Ohio, with respect to any claim, action or proceeding arising out of or relating to these Online Terms.

ADDITIONAL TERMS: These Online Terms constitute the entire agreement between OneSource and you with respect to your use of the Site. Any cause of action you may have with respect to your use of the Site must be commenced within one (1) year after the cause of action arises, and you hereby waive any right, statutorily or otherwise, to any further extension of time beyond such one (1) year period. If for any reason a court of competent jurisdiction finds any provision of these Online Terms to be unenforceable, the remainder of the provisions set forth herein shall continue in full force and effect.

Where possible, all complaints should include details that would assist OneSource in investigating and resolving the complaint (e.g., a copy of the offending material).

PRIVACY POLICY - COMMITMENT TO YOUR PRIVACY

The Effective Date of this Privacy Policy is June 1, 2019. This version of the policy replaces and supersedes any prior privacy policies applicable to this website.

SUMMARY AND CONTACT INFORMATION

We at Community Resource Center, Inc. d/b/a OneSource Center for Nonprofit Excellence, an Ohio non-profit corporation (“OneSource”) recognize the importance of protecting the privacy of individual-specific information (“Information”) collected about our donors, volunteers and recipients and prospective recipients of our goods and services (referred to as “Users,” “you” or “your”). OneSource is committed to ensuring that your privacy is protected. It is our intention to give you as much control as possible over your privacy in regard to your Information and the use we make of it in the course of your use of our website(s) located at <https://onesourcecenter.org/> (referred to as “Website” or our “Site”) and the products and services offered through our Site. This Privacy Policy describes how we collect, receive, use, store, share, transfer, and process, information we learn about you from our Site. Additionally, this Privacy Policy details your rights in determining what we do with the information that we collect or hold about you. If you have questions about this policy or wish to contact us, we can be reached via any of the following:

3610 Park 42 Drive
Cincinnati, OH 45241
513-554-4944
ceo@onesourcecenter.org

COLLECTION AND USE OF INFORMATION

OneSource is the sole owner of the information collected on our Site. We collect information from our users in a number of different ways, as detailed below. The information we collect depends on what you do when you visit or utilize the Site. Please note that, outside of IP addresses, we do not collect personally-identifying Information about you, including your name, email address, telephone number, or postal address, when you visit our Site ***unless you choose to provide such Information to us through the Site, in connection with your procurement and receipt of or our products and services, or by otherwise contacting us.*** If at any time you do provide us with such Information, we will collect it.

Voluntary Submissions

You may provide information through optional and voluntary submissions. These are voluntary submissions to access, use or interface with the OneSource products and services. You can also provide information through the Site to contact OneSource employees to get further information relating to the products and services OneSource offers and receives.

Analytical Information and Anonymized Data

For each visitor to our Site, we may automatically gather certain information and store it in log files. This information includes internet protocol (IP) addresses, browser type, internet service

provider (ISP), referring/exit pages, operating system, date/time stamp, and/or clickstream data. We may collect and store this information on an individual basis and in aggregate, or combined, form. We may also collect both user-specific and aggregate information on what pages visitors access or visit. We use this information to analyze trends, to administer the Site, to track users' movements around the Site, and to gather demographic information about our user base as a whole. We also use this information to improve the content of our web pages, and to customize the content and layout of our pages. All of this is done with the intention of making our Site more useful to users. We do not correlate this information with data about individual users.

We may use one or more third-party tracking services to track anonymized and/or non-personally identifiable information in the aggregate about the Site's visitors. These third-party services may use JavaScript, pixels, transparent GIF files, and other means to enable us to learn which advertisements bring users to our Site. Any information we track in this manner is anonymous, limited to usage and volume statistics, and is used to provide insight into the effectiveness of our online marketing initiatives and strategies. We also reserve the right to provide anonymized data to third parties for the purpose of evaluating the OneSource products or services or initiatives, evaluating the performance of the OneSource products or services or initiatives, or as part of a sales or donation transaction.

Except as described in this Privacy Policy, we do not divulge any information about an individual user to a third party unless it is in connection with OneSource products or services or initiatives.

Cookies

We use both session cookies and persistent cookies on the Site. A cookie is a small text file that is stored on a user's computer for record-keeping purposes. We may link the information we store in cookies to your personal Information in order to provide a faster and more pleasant online experience. You may be able to refuse cookies by turning them off in your browser. If you've set your browser to warn you before accepting cookies, you should receive the warning message with each cookie. You do not need to have cookies turned on to use the Site. If you reject cookies, you may still visit our Site, but your ability to use some areas of the Site may be limited.

We use session cookies to make it easier for you to navigate the Site. In particular we use session cookies to record session information, such as which web pages a user has visited, and to track user activity on the Site. We also use session cookies to store any passwords used on the Site (such as a password associated with a user account), so you do not have to enter it more than once per session. Session cookies expire when you close your browser.

We use persistent cookies to track and target the interests of our users to enhance the experience on our Site. Persistent cookies remain on your device for an extended period of time. You can remove persistent cookies by following directions provided in your browser's "help" file.

Use of Personally-Identifying Information by OneSource

We will use information in connection with the purpose for which you provided it (e.g., to contact you with a response to a request for information and/or to provide products or services). We will communicate with you by email or telephone, in accordance with your wishes.

Generally, OneSource uses this information for internal record keeping however, OneSource may also use your Information to send you information on products, services, and special offers and promotions in which you might have an interest. From time to time, we may also use your information to contact you for market research purposes. The means by which OneSource will use to contact you with this information will depend on the type of Information you have provided. For example, if you provide us with your email address, you may receive periodic promotional emails from us.

If you do not wish to receive special offers and other promotional information from us, you may opt out of receiving such communications, as discussed below.

Use of Personally-Identifying Information by Third Parties

As a general rule, OneSource will not disclose any of your Information except to our affiliated companies except when we have your permission or under special circumstances, such as when we believe in good faith that the law requires it, or under the circumstances described below.

OneSource may work with affiliated companies to provide OneSource, in connection with the Site, or you with specific services. These companies are authorized to use your personal information only as necessary to provide these services. These services may include:

- Payment processing and donation processing
- Providing customer service
- Sending marketing communications
- Conducting research and analysis

The Site may offer opportunities to request additional information from sponsors or partners of OneSource. By requesting more information, you give OneSource permission to transfer your Information to the sponsor or partner so they can fulfill your request. In many instances, only your e-mail address will be shared.

We do not rent or sell email addresses to third parties, or otherwise share any non-anonymized personally-identifying information we collect, with any third parties (other than our affiliated entities) except as set forth below.

We reserve the right to transfer personally-identifying information to a third party in conjunction with the sale or similar transfer of OneSource and/or its assets.

We may also use your Information to comply with any court order, law or legal process, including to respond to any government or regulatory request; to enforce or apply our Terms and Conditions of Use; or if we believe disclosure is necessary or appropriate to

protect the rights, property, or safety of OneSource, our Users, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

We may share or sell email addresses to third parties in conjunction with our “master list of nonprofits” or other similar products designed to provide nonprofit support to agencies. Any such third party will be vetted and bound to comply with applicable privacy laws and other terms generally consistent with this Privacy Policy.

If we do share personally-identifying Information with an entity working on our behalf, we will employ commercially-appropriate procedures to help ensure that the disclosed Information is used only for authorized purposes by authorized persons, and that safeguards are in place to help maintain the security, integrity, and privacy of the Information as provided for in this Privacy Policy.

You may opt out of having your Information shared with entities working on our behalf, as discussed below. However, should you do so, you should be aware that we may not thereafter be able to provide you with our full range of products, services and initiatives.

OPT OUT PROCEDURES

If you do not wish to receive promotional emails from us, please let us know by using the opt-out response device that can be found at the bottom of every email we deliver or by emailing us at ceo@onesource.org. To help us process your request, please include sufficient information for us to identify you in our records (your email address will suffice). Please allow a reasonable time for us to process your request.

If you do not wish for us to share your personally-identifying Information with any third parties working on our behalf to serve our customers, please let us know by sending your request to ceo@onesourcecenter.org and/or 3610 Park 42 Drive, Cincinnati, OH 45241. To help us process your request, please provide sufficient information to allow us to identify you in our records. Please allow a reasonable time for us to process your request.

Please note that, although you can opt not to receive promotional messages, we reserve the right to send you informational email messages about any administrative notices regarding the Site, as permitted under the CAN-SPAM Act (15 U.S.C. §7701 et seq.).

INFORMATION ACCESS

Upon request we provide Site visitors with access to their own personally-identifying contact Information (e.g., name, address, phone number) that we maintain about them. You can access this Information by sending your request to: ceo@onesourcecenter.org and/or 3610 Park 42 Drive, Cincinnati, OH 45241. To help us process your request, please provide sufficient information to allow us to identify you in our records.

We reserve the right to ask for information verifying your identity prior to disclosing any information to you. Should we ask for verification, the information you provide to verify your

identify will be used only for that purpose, and all copies of this information in our possession will be destroyed when the process is complete.

We also offer users the opportunity to have inaccuracies corrected in all information we maintain about them or delete such information in its entirety. You can exercise these rights by emailing ceo@onesourcecenter.org or mailing to 3610 Park 42 Drive, Cincinnati, OH 45241. To help us process your request, please provide sufficient information to allow us to identify you in our records.

SECURITY

The security of your personal Information is important to us. We follow generally accepted industry standards and have put in place suitable physical, electronic, and managerial procedures to protect the personal Information submitted to us, both during transmission and once we receive it, and to guard that Information against loss, misuse or alteration. When you enter sensitive and/or personally-identifying Information on our registration or order forms, we encrypt that Information using secure socket layer technology (SSL).

Please note, however, that no method of transmission over the internet, or method of electronic storage, is 100% secure. Therefore, while we use commercially-reasonable means to protect your personal Information, we cannot guarantee its absolute security.

RETENTION

We may retain your Information for as long as needed to provide you with services, comply with our legal obligations, resolve disputes, enforce our agreements, or until you request deletion of data.

CHILDREN

OneSource does not offer its services or promote its Site to, nor does it intentionally collect or retain personal Information from, children who are younger than 18 years of age. Site visitors are cautioned, however, that the collection of personal Information submitted in an e-mail or through the Site will be treated as though it was submitted by an adult, and may, unless exempted from access by Federal or State law, be subject to public access. If you believe your child may have submitted Information to OneSource without indicating their actual age and would like it removed, please contact us at ceo@onesourcecenter.org and/or 3610 Park 42 Drive, Cincinnati, OH 45241 and we will delete it immediately.

CALIFORNIA PRIVACY RIGHTS

Under California's "Shine the Light" law, California residents who provide personal Information in obtaining products or services for personal, family or household use are entitled to request and obtain from us, once per calendar year, information about the personal Information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of personal Information and the names and addresses of those businesses with which we shared Customer Information for the immediately prior calendar year (e.g. requests made in 2018 will receive information regarding 2017 sharing activities). To obtain

this information from us, please contact us at the following email address: ceo@onesourcecenter.org and write “Request for California Privacy Information” for the subject of your message. We will send you a reply e–mail within 30 days containing the requested information once we confirm your request. Not all information sharing is covered by the “Shine the Light” requirements and only that information which is covered will be included in our response.

California Do Not Track Disclosures

Some web browsers may transmit “do-not-track” signals to websites with which the browser communicates. Our Site does not currently respond to these “do-not-track” signals.

THIRD PARTY SITES

This Privacy Policy applies only to information collected by our Site.

From time to time, the Site may link you to other sites or applications (“Linked Sites”) that are not owned by OneSource. We do not control the collection or use of any information, including personally-identifying Information, which occurs during your visit to the Linked Sites. Further, we make no representations about the privacy policies or practices of the Linked Sites, and OneSource is not responsible for the privacy practices of these Linked Sites.

Be careful of disclosing any of your personally identifiable Information when leaving our Site. We encourage you to be aware when you leave our Site and to read the privacy statements of each and every website that collects personally identifiable Information.

CHANGES TO THIS POLICY

From time to time, we may use User information for new, unanticipated uses not previously disclosed in our privacy notice. If our information practices change materially at some time in the future, we will post the policy changes to our Site. If we have collected personally-identifying Information from you, we will notify you about the changes prior to making use of your information in new ways and will provide you with a reasonable opportunity to opt out of the new procedures before they are implemented. We will also honor opt out requests made following implementation of the new procedures, as discussed above.

CONSENT

By using our Site, you consent to the collection and use of this information by OneSource. If we decide to change our privacy policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it, and under what circumstances we

disclose it. By continuing to use our Site after such changes, you consent to the changes in the Privacy Policy.

QUESTIONS/CONCERNS

If you believe that our Site is not following our stated information policy, you may contact us at the above address.

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