

BOSTON CATHOLIC DEVELOPMENT SERVICES, INC. TERMS OF USE AGREEMENT

This Terms of Use Agreement was last updated on October 4, 2024.

1. Acceptance of the Terms and Conditions.

- 1.1. Boston Catholic Development Services, Inc. (herein collectively referred to as “BCDS,” “we,” “us”, or “our”) provides and makes available the mobile application known as “Donum” (“Donum”), as well as any other media form, media channel, mobile website, or mobile application related, linked, or otherwise connected thereto (collectively, the “Platform”). All use of the Platform is subject to the terms and conditions contained in this Terms of Use Agreement (the “Agreement”). Please read this Agreement carefully. By accessing, browsing, or using the Platform, you acknowledge that you have read, understood, and agree to be bound by this Agreement. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE PLATFORM AND YOU MUST DISCONTINUE USE IMMEDIATELY.
- 1.2. You understand and agree that we may change this Agreement at any time, and you waive any right to receive specific notice of each such change. You may read a current, effective copy of this Agreement at any time by selecting the “Terms of Use” link within Donum. The revised Terms and Conditions will become effective at the time of posting (“Effective Date”). If any change to this Agreement is not acceptable, your sole remedy is to terminate your registration. Any use of the Platform after such Effective Date shall constitute acceptance by you of such revised Terms and Conditions.

2. Use of the Platform.

- 2.1. The Platform contains material, such as software, text, graphics, images, and other material (collectively referred to as the “Content”). The Content may be owned by us or may be provided through an arrangement we have with others. The Content is protected by copyright under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws. You have no rights in or to the Content, and you may not use the Content except as permitted under this Agreement. No other use is permitted without prior written consent from us. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any web site, mobile application, or in a networked computer environment (in each case, outside of the Platform) for any purpose is expressly prohibited.
- 2.2. If you violate any part of this Agreement, your permission to access and/or use the Content and Platform automatically terminates and you must immediately destroy any copies you have made of the Content.

2.3. The trademarks, service marks, and logos of BCDS (the “BCDS Trademarks”) used and displayed on the Platform are registered and unregistered trademarks or service marks of BCDS. Other product and service names located on the Platform may be trademarks or service marks owned by others (the “Third-Party Trademarks”, and, collectively with BCDS Trademarks, the “Trademarks”). Nothing on the Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Platform, without the prior written permission of BCDS specific for each such use. The Trademarks may not be used to disparage BCDS or the applicable third-party, any of their products or services, or in any manner in which, in our reasonable judgment, may damage any goodwill in the Trademarks. Use of any Trademarks as part of a link to or from any web site or mobile application is prohibited unless establishment of such a link is approved in advance by BCDS in writing. All goodwill generated from the use of any BCDS Trademark inures to our benefit.

2.4. The Platform contains links to third-party web sites (“External Sites”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all web sites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

2.5. The Platform is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Platform.

3. User Representations/Covenants.

3.1. By using the Platform, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Platform through automated or non-human means, whether through a bot, script, or otherwise; (6) you will not use the Platform for any illegal or unauthorized purpose; and (7) your use of the Platform will not violate any applicable law or regulation.

3.2. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Platform.

- 3.3. You agree to keep your account information (including password and username) confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

4. Privacy Policy

We care about data privacy and security. Please review our Privacy Policy: [\[Link\]](#). By using the Platform, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. Please be advised that the Platform is hosted in the United States. If you access the Platform from the European Union, Asia, or any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Platform, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States.

5. Limit of Liability and Warranty.

- 5.1. BCDS, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, TRUSTEES, MEMBERS, REPRESENTATIVES, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS (COLLECTIVELY, THE “BCDS PARTIES”) MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENT, INCLUDING BUT NOT LIMITED TO ITS ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS, OR RELIABILITY. BCDS PARTIES SHALL NOT BE SUBJECT TO LIABILITY FOR TRUTH, ACCURACY, OR COMPLETENESS OF ANY INFORMATION CONVEYED TO THE USER OR FOR ERRORS, MISTAKES OR OMISSIONS THEREIN OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA OR INFORMATION STREAM FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE THE PLATFORM AND THE CONTENT AT YOUR OWN RISK.

BCDS PARTIES DO NOT WARRANT THAT THE PLATFORM WILL OPERATE ERROR FREE OR THAT THE PLATFORM, ITS SERVER, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE PLATFORM OR THE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, NO BCDS PARTY SHALL BE RESPONSIBLE FOR THOSE COSTS.

THE PLATFORM AND CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND. BCDS PARTIES DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, MERCHANTABILITY, NON INFRINGEMENT OF THIRD PARTIES RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

- 5.2. IN NO EVENT SHALL ANY BCDS PARTY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES) RESULTING FROM THE USE OR INABILITY

TO USE THE PLATFORM AND THE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF A BCDS PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 5.3. Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. IN SUCH STATES, THE LIABILITY OF BCDS PARTIES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

6. Indemnification.

You agree to defend, indemnify, and hold harmless BCDS Parties, from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement or your access to, use or misuse of the Content or Platform. BCDS shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding. BCDS reserves the right to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting BCDS's defense of such matter. You shall not, in any event, settle any matter that is subject to indemnification hereunder without the prior written consent of BCDS.

7. Termination of the Agreement.

- 7.1. Termination. BCDS reserves the right, in its sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Platform or the Content, at any time and for any reason without prior notice or liability. BCDS reserves the right to change, suspend, or discontinue all or any part of the Platform or the Content at any time without prior notice or liability.

- 7.2. Survival. If this Agreement is terminated, Sections 2, 3, 4, 5, 6, 7, 8, 11, 12, and 13 shall survive the termination of this Agreement.

8. No Framing.

Elements of the Platform are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including but not limited to, the use of framing or mirrors, except to the extent expressly allowed in Section 2. None of the Content on the Platform may be retransmitted without express written consent from us for each and every instance.

9. User Must Comply with Applicable Laws.

- 9.1. The Platform is based in Braintree, Massachusetts. We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of the

United States. If you access the Platform or the Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws applicable to your specific jurisdiction.

- 9.2. The United States controls the export of products and information. You expressly agree to comply with such restrictions and not to export or re-export any of the Content to countries or persons prohibited under the export control laws. By downloading the Content, you are expressly agreeing that you are not in a country where such export is prohibited or are a person or entity for which such export is prohibited. You are solely responsible for compliance with the laws applicable to your specific jurisdiction regarding the import, export, or re-export of the Content.

10. U.S. Government Restricted Rights.

The Content is provided with “RESTRICTED RIGHTS.” Use, duplication, or disclosure by the Government is subject to the restrictions contained in 48 CFR 52.227-19 and 48 CFR 252.227-7013 et seq. or its successor. Use of the Platform or Content by the Government constitutes acknowledgement of our proprietary rights in the Platform and Content.

11. Governing Law.

These Terms of Use and your use of the Platform are governed by and construed in accordance with the laws of the Commonwealth of Massachusetts applicable to agreements made and to be entirely performed within the Commonwealth of Massachusetts, without regard to its conflict of law principles.

12. Dispute Resolution.

- 12.1. For purposes of this Agreement, “Dispute” shall mean any controversy, claim, complaint, cause of action, or similar proceeding, whether based on statute, contract, common law, negligence, tort, misrepresentation, or any other legal theory arising out of or relating to this Agreement, or any other material disagreement between the Parties or their affiliates.
- 12.2. If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“AAA Consumer Rules”), both of which are available at the AAA website www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be

conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Suffolk County, Massachusetts. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

- 12.3. If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Suffolk County, Massachusetts, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts.
- 12.4. In no event shall any Dispute brought by either Party related in any way to the Platform be commenced more than one (1) years after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.
- 12.5. The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.
- 12.6. The Parties agree that the following Disputes are not subject to the above provisions concerning binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

13. Miscellaneous.

- 13.1. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.
- 13.2. Failure of BCDS to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against BCDS unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance.
- 13.3. Except as expressly agreed by BCDS and you, this Agreement constitutes the entire Agreement between you and BCDS with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees