

Terms of Service

By signing up for Txt2Give, and using the Txt2Give Dashboard, you certify that you have read, and are authorized by your organization to agree to the terms below.

Acceptance and Service

When Customer completes and submits the registration for service, Customer acknowledges and accepts that the registration creates a binding Agreement between Customer and Txt2Give. Txt2Give will provide, and Customer will purchase and pay for, the Services specified in the Service Description.

Each Customer agrees to fully read, and understand, the pricing and terms of service offered by Txt2Give. Failure to read and understand the terms of service does not remove the Customer's responsibility and obligation to the terms of this Agreement. Any questions can be sent to support@txt2give.co. Txt2Give will respond within normal business hours, which are Monday-Friday, 9:00 am-6:00 pm, CST (excluding holidays).

Trial Period

1. Only new Txt2Give Customers will receive a free trial period. The trial period begins on the date of signup and does not apply to previous Customers of Txt2Give. The free trial is for 30 days OR until you raise \$250, whichever comes first.
 2. Billing for the Subscription Rate chosen during signup will begin immediately after the end of the free trial, and will continue monthly until the account is cancelled.
 3. Customer fully understands, and agrees, that they must cancel their account within the free trial period to avoid normal billing from beginning, and continuing monthly until the account is cancelled. Customer further understands that Txt2Give will not refund any monthly charges incurred for failure to cancel before the trial period ends.
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Fees and Payment

1. Any Plan Rate(s) is non-refundable once paid. The Plan rate and is determined by Customer's choice of subscription:
 - a. Monthly Plan: payment will automatically be deducted at the beginning of each billing period, after the free trial period, unless the Subscription is terminated prior to the end of the free trial or before the next billing cycle.
 - b. Event Plan: to be billed one time, immediately upon signup
 - c. based on services provided, not by the usage of the service by the Customer or it's donors.
 - d. Shared short code is an additional \$10 per month charge and is excluded from the free trial.

2. The Customer may change their Subscription Rate plan at any time, without penalty to Customer, by contacting Txt2Give support at support@txt2give.co.
 3. Customer agrees to pay on time, and acknowledges that failure to do so may result in termination of service, loss of access to the Txt2Give system, and any account settings, including the giving number and/or short code.
 4. If any credit card payment for Subscription Rate is declined, the customer will have 5 calendar days to update their credit card information with Txt2Give before the Customer's account is deactivated for non-payment. You will not be able to receive donations while your account is deactivated. Txt2Give reserves the right to refuse any future use of our service to any Customer that has been cancelled for non-payment.
 5. Customer shall pay any outstanding balance due prior to reactivation. Reactivation of services will only be performed during Txt2Give normal business hours (Monday through Friday, 9:00 am - 5:00 p.m., Central Time, excluding holidays.)
 6. If Txt2Give collects any payment due through an attorney or through a collection agency, Customer acknowledges and agrees to pay all costs of collection and litigation, including, without limitation, all court costs and Txt2Give reasonable attorneys' fees.
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Disputes

Because we take security very seriously, and to protect our Customers and their donors, any fraudulent activity disputes against Txt2Give by the Customer will be handled as follows:

- a) Txt2Give will immediately deactivate the Customer's account, preventing any further use. This action will suspend all giving and will remove any recurring donations that have been created by a donor, and
 - b) Txt2Give will refund any donations received to the Customer by their donors back to the respective donor and
 - c) Txt2Give will notify the Customer's donors via email as to the fraudulent activity, providing Customer's contact information. This is so that the Customer's donors may take proper action to protect their own personal information.
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Term and Termination

1. Txt2Give will provide Hosting Services to Customer for the sole purpose of accessing donation information received through the Txt2Give platform. It will commence on the signup date and continue until the termination date.
2. Txt2Give may increase the Subscription Rate at any time by providing thirty (30) days prior written notice to Customer in the form of an email/in-app message.
3. Customer understands that the Agreement will automatically renew for successive monthly periods unless the Agreement is terminated by the Customer. Customer further understand and agrees that failure to terminate the

Agreement before the next billing date will not negate the Customer's responsibility to pay Subscription Rate during active Agreement.

4. With respect to any Prepaid Plans, Txt2Give shall not refund any fees. This shall apply if Customer terminates this Agreement, or if Txt2Give terminates this Agreement, with proper cause.

5. Txt2Give may terminate this Agreement immediately upon any of the following:

a) the Customer failing to pay any amounts when due. Once the Agreement is terminated, Customer will lose all access to the service, their account and information within

b) uses the Service in a manner that is prohibited by applicable law, or become impractical or unfeasible for any technical, legal or regulatory reason, or if

c) Txt2Give determines that Customer's use of the Txt2Give Dashboard or the Customer Content violates the Acceptable Use Policy. There may only be one organization per Account.

Customer's Representations and Warranties

Customer's use, publication and display of the Customer Content will not infringe any copyright, patent, trademark, trade secret or other proprietary or intellectual property right of any Person, or constitute a defamation, invasion of privacy or violation of any right of publicity or any other right of any Person, including, without limitation, any contractual, statutory or common law right or any "moral right" or similar right however denominated.

Customer will comply with all applicable laws, rules and regulations regarding the Customer Content and the Txt2Give Dashboard and will use the Txt2Give Dashboard site only for lawful purposes. Customer will use its best efforts to ensure that the Customer Content is and, will at all times remain, free of all computer viruses, worms, trojan horses and other malicious code; and Customer will use the Services only for business/organizational purposes and not for any family, household or personal use.

License to Txt2Give

Txt2Give hereby grants to Customer a non-exclusive, royalty-free, worldwide right and license during the Term to do the following to the extent necessary in the performance of Services under the Order Content. Customer may make archival or back-up copies of the Customer Content.

Txt2Give Acceptable Use Policy

Customer will abide by, and utilize the Services and the Txt2Give Dashboard only for obtaining monetary donations via text or by online giving link. Customer shall impose the Acceptable Use Policy on its Donors to the extent necessary to ensure their compliance.

Customer's Responsibilities

1. Customer is solely responsible for completing all required account information, creating a successful gateway connection, informing their donors of the giving process, and overall customer service in relation to your direct donors.
2. Customer will establish a separate User login for each person within their organization that will access the dashboard. Txt2Give shall not be responsible for any cost, damages to the Customer Content, or other damages, malfunctions, or service interruptions caused by failure to do so.
3. Customer will cooperate fully with Txt2Give in connection with Txt2Give's performance of the Services. Delays in Customer's performance of its obligations under this Agreement will extend the time for Txt2Give performance of its obligations that depend on Customer's performance on a day for day basis. Customer will keep current and notify Txt2Give of any change in Customer's mailing address, telephone, e-mail or other contact information by updating the Customer information in the Txt2Give dashboard.
4. Because the Hosting Services permit Customer to electronically transmit or upload content directly to the Txt2Give Dashboard, Customer is fully responsible for uploading all content to the Txt2Give Dashboard. Customer is also responsible for ensuring that the Customer Content, including merchant services and payment gateway is compatible with the software used by Txt2Give to provide the Hosting Services.
5. Specifications for the software used by Txt2Give to provide the Hosting Services will be available upon request. If Customer is unsure of the compatibility of file(s), the Customer agrees to contact Txt2Give *before* placing such files or materials on Txt2Give's servers. Txt2Give shall not be responsible for any cost, damages to the Customer Content, or other damages, malfunctions, or service interruptions caused by failure to check compatibility with the software used by Txt2Give to provide the Hosting Services.
6. Customer understands that they are responsible for establishing a merchant account with a supported payment gateway provider to use with Txt2Give.
7. Merchant account providers and gateway providers may have their own fees and/or agreements that are independent of Txt2Give's Subscription Rate and fees.
8. Txt2Give will have no liability or responsibility for any damage, loss of data, loss of use or other loss occurring in connection with any defect related to the merchant account provider or gateway provider.

Txt2Give Intellectual Property

1. Txt2Give hereby grants to Customer a non-exclusive, non-transferable, royalty-free license, exercisable solely during the term of this Agreement, to use applicable Txt2Give Technology solely for the purpose of accessing and using the Services with respect to receiving monetary gifts through text message.
2. Customer may not use the Txt2Give technology for any purpose other than receiving monetary gifts through text message. This Agreement does not transfer from Txt2Give to Customer any Txt2Give Technology, and all rights, titles and interests in and to the Txt2Give Technology shall remain solely with Txt2Give.
3. Customer shall not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any of the Txt2Give Technology. Txt2Give agrees to license usage of its proprietary software to Customer to be used to receive monetary gifts through text message.

Customer may not re-distribute, sell, or license the software to other entities without prior written consent from Txt2Give.

4. Txt2Give's trademarks, trade names, service marks, logos, other names and marks, and related product and service names, design marks and slogans are the sole and exclusive property of Txt2Give. Customer may not use any of the foregoing in any advertising, publicity or in any other commercial manner without the prior written consent of Txt2Give.
5. Txt2Give shall maintain and control ownership of all Internet protocol numbers and addresses that may be assigned by Txt2Give to Customer. Txt2Give may, in its sole discretion, change or remove any and all such Internet protocol numbers and addresses.
6. Any feedback, data, answers, questions, comments, suggestions, ideas or the like which Customer sends to Txt2Give relating to the Services will be treated as being non-confidential and non-proprietary. Txt2Give may use, disclose or publish any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever.

Limited Warranty

Txt2Give will provide services to all Customers in a manner that is consistent with industry standards. By creating an account, Customer has accepted such Services and agrees to notify Txt2Give immediately upon discovery of any performance issue. Txt2Give will remedy any performance issue, in a timely manner, at no cost to Customer. This shall not apply to performance issues or defects in the Services caused by factors outside of Txt2Give's reasonable control, or that resulted from any actions or inactions of Customer or any third parties.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 9, Txt2Give MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR ANY SOFTWARE PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND Txt2Give HEREBY EXPRESSLY DISCLAIMS THE SAME. WITHOUT LIMITING THE FOREGOING, ANY THIRD-PARTY SOFTWARE PROVIDED TO CUSTOMER HEREUNDER IS PROVIDED "AS IS" WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER. Txt2Give DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

Limitation of Liability

TXT2GIVE WILL NOT BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO, OR ANY CORRUPTION, ERASURE, THEFT, DESTRUCTION, ALTERATION OR INADVERTENT DISCLOSURE OF, DATA, INFORMATION OR CONTENT TRANSMITTED, RECEIVED OR STORED ON ITS SYSTEM.

NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY LOST PROFITS OR REVENUES, LOSS OF USE, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LICENSES OR SERVICES OR SIMILAR ECONOMIC LOSS, OR FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES OF ANY NATURE, WHETHER FORESEEABLE OR NOT, UNDER ANY WARRANTY OR OTHER RIGHT HEREUNDER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF AGREEMENT FOR ANY CLAIM AGAINST THE OTHER PARTY BY A THIRD PARTY, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES.

Indemnification of Txt2Give

Customer shall defend, indemnify and hold harmless Txt2Give, its affiliates and their respective present, former and future officers, directors, employees and agents, and their respective heirs, legal representatives, successors and assigns (collectively the "Txt2Give Indemnitees"), from and against any and all losses, damages, costs, liabilities and expenses (including, without limitation, amounts paid in settlement and reasonable attorneys' fees) which any of the Txt2Give Indemnitees may suffer, incur or sustain resulting from or arising out of Customer's breach of any representation, warranty, or covenant contained in the Agreement, the Customer Content, the Txt2Give Dashboard site or any End User's use of the Customer Content or the Txt2Give Dashboard, the violation by Customer or any of its officers, directors, employees or agents of the Acceptable Use Policy or any applicable law, claims or actions of third parties alleging misappropriation of trade secrets or infringement of patents, copyrights, trademarks or other intellectual property rights arising from the use, display or publication of the Customer Content, or the use of the Services in combination with hardware, software or content not provided by Txt2Give; claims or actions by third parties relating to or arising out of Customer's use of the Services, and any failure of the Customer Content to be compatible with the hardware or software used by Txt2Give to provide the Services, including any damage to Txt2Give's servers or other hardware caused thereby.

Confidentiality; Non-Solicitation

Each party acknowledges that disclosure of any aspect of the Proprietary Information is prohibited. Each party will not, without the prior written consent of the other party, use or disclose any Personal or Proprietary Information of the other party. Each party will treat the Proprietary Information of the other party as confidential. Access of the platform will be limited only to users on the account. No information will be discussed with anyone not listed as a user on the Customer account.

Optional Services

1. Customer must provide Txt2Give with any information, login identifications, passwords or other information or access to facilities that Txt2Give may reasonably require to provide the Optional Services (troubleshooting) Txt2Give will have no responsibility for any delays or increased costs or expenses associated with Customer's failure to provide any of such information.
2. If Customer does not provide any such information or access requested by Txt2Give within fifteen (15) days of Txt2Give's request therefore, Txt2Give may terminate the Order and retain any Subscription Rate and/or Fees paid.
3. If Customer requested that Txt2Give perform the Optional Services by a particular deadline or that Txt2Give achieve some particular result or outcome, Txt2Give will use commercially reasonable best efforts to perform the Services by any such deadline and achieve the result requested by Customer; provided, however, that
4. Txt2Give's ability to perform the Services is subject to Customer's provision of information and access as provided above and Txt2Give has no liability or obligation to complete the Services by any deadline or achieve any particular outcome or result.
5. If Customer wishes to convey documents or files to Txt2Give, Customer should deliver to Txt2Give a copy or duplicate of such documents or files and not the original copy. Txt2Give will not return to Customer any documents or files conveyed to Txt2Give.

6. Txt2Give will have no liability or responsibility for any damage, loss of data, loss of use or other loss occurring in connection with Txt2Give's provision of Optional Services requested by Customer.
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Miscellaneous

Independent Contractor

Txt2Give and Customer are independent contractors and nothing contained in this Agreement places Txt2Give and Customer in the relationship of principal and agent, master and servant, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

Governing Law; Jurisdiction

Any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon arising from an alleged tort, shall be governed by the substantive laws of the Commonwealth of Virginia. THE PARTIES AGREE THAT ANY LAWSUIT (whether at law or in equity) BETWEEN THEM SHALL BE BROUGHT IN THE COURTS OF GREENE COUNTY, MISSOURI OR IN THE UNITED STATES DISTRICT COURT FOR MISSOURI, AND EACH OF THE PARTIES HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH LAWSUIT AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH LAWSUIT IN ANY SUCH COURT OR THAT ANY SUCH LAWSUIT WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

Entire Agreement; Amendments

This Agreement, including documents incorporated herein by reference, supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and this Agreement constitutes the sole and entire agreement between the parties with respect to the matters covered hereby. In case of a conflict between Customer and Txt2Give, the terms and conditions of this Agreement shall control. No additional terms or conditions relating to the subject matter of this Agreement shall be effective unless approved in writing by any authorized representative of Customer and Txt2Give. This Agreement may not be modified or amended except by another agreement in writing executed by the parties hereto.

Severability

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

Notices

All notices and demands required or contemplated hereunder by one party to the other shall be in writing and either party may change its address or facsimile number for purposes of this Agreement by notice in writing to the other party as provided herein. Txt2Give may give written notice to Customer via e-mail to the Customer's e-mail address as maintained in Txt2Give's billing records.

Waiver

No failure or delay by any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

Assignment; Successors

Customer may not assign or transfer this Agreement, or any of its rights or obligations hereunder, without the prior written consent of Txt2Give. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. Txt2Give may assign its rights and obligations under this Agreement, and may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without the consent of Customer. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Limitation of Actions

No action, regardless of form, arising by reason of or in connection with this Agreement may be brought by either party more than one year after the cause of action has arisen.

Counterparts

If this Agreement is signed manually, it may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. If this Agreement is signed electronically, Txt2Give's records of such execution shall be presumed accurate unless proven otherwise.

Force Majeure

Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.

No Third-Party Beneficiaries

Unless expressly provided otherwise in this Agreement, nothing in this Agreement is intended, nor shall anything herein be construed to confer any rights, legal or equitable, in any Person other than the parties hereto and their respective successors and permitted assigns.

Government Regulations

Customer may not export, re-export, transfer or make available, whether directly or indirectly, any regulated item or information to anyone outside the United States in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the United States government and any country or organization of nations within whose jurisdiction Customer operates or does business.

Marketing

Customer agrees that during the term of this Agreement Txt2Give may publicly refer to Customer, orally and in writing, as a customer of Txt2Give. Any other public reference to Customer by Txt2Give requires the written consent of Customer.

Definitions

For purposes of this Agreement, the following terms have the meanings specified below:

1. **Agreement:** each contract created between Txt2Give and Customer for the provision of Services consisting of the applicable Service Description and these Terms of Service.
2. **Customer:** entity whom the Agreement is made with.
3. **User:** anyone accessing the dashboard.
4. **Customer Content:** all data, graphics, text, names, marks, logos, hypertext links to other Web sites and other information incorporated in, transmitted through or published or displayed on the Txt2Give Dashboard.
5. **Subscription Rate:** monetary rate at which Txt2Give service is provided to Customer.
6. **Txt2Give Dashboard:** the back end management portal that Txt2Give hosts on the Internet under this Agreement.
7. **End User:** means any Person who accesses or uses the Txt2Give Dashboard via the Internet.
8. **Txt2Give Technology:** Txt2Give's proprietary technology, including, without limitation, Txt2Give services, software tools, Txt2Give Dashboard, hardware designs, algorithms, software (in source code and object code forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by Txt2Give or licensed to Txt2Give from a third party), and also including any derivatives, improvements, enhancements, updates, modifications or extensions of Txt2Give Technology conceived, reduced to practice or developed during the term of this Agreement by either party.
9. **Person:** any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association or organization, or government or any agency or political subdivision thereof.
10. **Proprietary Information:** all technical, business and other information of a party that is not generally known to the public; that derives value, economic or otherwise, from not being generally known to the public or to other Persons who can obtain value from its disclosure or use; and which information is subject to efforts that are reasonable under the circumstances to maintain the secrecy thereof.

11. Prepaid Plan: Hosting Service provided by Txt2Give to Customer where the Order provides that the Customer must pay for the Hosting Service in advance for the Initial Term.
12. Monthly Plan: Hosting Service provided by Txt2Give to Customer that is a monthly Subscription Rate.
13. One-Time Event: Hosting Service provided by Txt2Give to Customer that is for a one-time use.
14. Terms of Service: these Terms of Service, as the same may be modified, altered or amended from time to time by Txt2Give.
15. Service: either Hosting Service or Optional Service. "Hosting Service" means the Service provided by Txt2Give in response to an Order whereby Txt2Give provides the Customer with specified connectivity, storage space and bandwidth for the Txt2Give Service as more particularly described in the applicable Service Description. "Optional Service" means any additional Service (other than Hosting Service) Txt2Give may provide in response to an Agreement, as more particularly described in the applicable Service Description.
16. Service Description: the applicable documents made available by Txt2Give to Customer to describe the applicable Services at the time the Agreement is accepted by Txt2Give
17. Term: the duration of any Agreement between Txt2Give and Customer. With respect to Hosting Services, the "Initial Term" is the initial term specified in the Agreement and the Term continues beyond the Initial Term for any renewal period as specified in Section Fees and Payment. With respect to Optional Services, the "Term" begins when Txt2Give accepts the Agreement and ends on the first to occur of (i) Txt2Give's completion of performance, or (ii) the earlier termination of the Order in any manner permitted by these Terms of Service.

✉ *Still need help? Contact Us (/contact)*

Last updated on February 8, 2017

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