

# Supplemental Terms Applicable to Clients

Last updated: October 28, 2020

## 1. Applicability

This document supplements and is subject to the OpenGrants Terms of Service (the "Terms"). If you are a Client (as defined in the Terms), your use of the Service is subject to these supplemental terms and conditions, in addition to the Terms. As used in this document, "you" or "your" refers to a Client. Any capitalized terms used but not defined herein will have the meaning given to them in the Terms.

## 2. Task Orders

When you agree to an engagement with a Grant Writer via the Service (a "Project"), the details of the Project will be set forth in a scope of work, task order or other purchasing document (each, and "Order Form"). Such details may include, but are not limited to, the name of the grant, the Grant Writer's fees, as well as the Application management fee that Company will charge for making the Service available to the Client and the Grant Writer, any Advisory Services to be provided by Company, and any other administrative and technical support to be provided by Company.

## 3. Fees and Payment

**(a) Platform Fees:** In exchange for access to the OpenGrants platform, you agree to pay any amounts indicated on the Service (including on the pricing section or page of the OpenGrants website), as set forth herein or as otherwise communicated to you in writing. Such fees may include either one-time fees or recurring subscription fees for the Service. Except when required by law, such platform fees are non-refundable.

**(b) Project Fees:** When you enter into a Project, all amounts listed on the Order Form shall be paid directly to Company, as described in this Section 3(b). Once we receive an invoice from a Grant Writer in connection with any Project, we will share the invoice with you, and you will have up to 5 business days to accept or dispute the invoice (see the "Disputes Among Users" section of the Terms). We will automatically charge your designated payment method if you indicate your acceptance of the invoice, do not file a timely dispute, or otherwise a dispute resolution process is decided against you. Within 5 business days of our receipt of funds from you, the Grant Writer's fees listed on the Order Form will be paid by us to the Grant Writer. You agree and acknowledge that Company will retain the remaining amounts as consideration for Company maintaining the Service and providing any additional services to you.

**(c) Payment Authorization:** If you wish to purchase any product or service made available through the Service (a "Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card and your billing address. You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

You hereby authorize Company to automatically charge the credit card or other payment method(s) designated by you in such amounts and at such time as set forth above and as otherwise communicated to you in writing (including, without limitation, in an Order Form or via the Service). Further, to facilitate ACH payments, you authorize Company to initiate electronic debit or credit entries through the ACH system to the payment method designated by you in your OpenGrants account.

We may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy. You also agree and acknowledge that you will be subject to the terms of use and privacy policy of such third-party processor(s).

Please note that we reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service

**(d) Late Payments:** If at any time we are unable to debit any amounts owed from your designated financial account, whether due to insufficient funds or inaccurate payment information, we will make an effort to notify you of the deficiency. Any outstanding balances that remain past due shall be subject to interest at a rate equal to the greater of 1.5% per month, or the maximum legal interest rate permitted by law, whichever is lower.

**(e) Fee Changes:** Company, in its sole discretion and at any time, may modify its fees. Any changes to subscription fees will become effective at the end of the then-current billing cycle. We will attempt to notify you of any change in fees by contacting you at the email address we have for you. Your continued use of the Service after the fee change comes into effect constitutes your agreement to pay the modified subscription fee amount.

## 4. Your Obligations

The obligations described below are in addition to, and not in lieu of, any other obligations described in the Agreements.

**(a) Communication; Information Requests:** The Client shall make its best efforts to provide Company with timely and prompt communication throughout the duration of any Project, including but not limited to providing any information as requested by Company that may be required for Company to effectively perform its services and obligations. Communications are to be conducted primarily over email or such other methods that Company may designate from time to time. The Client represents and warrants that information provided to Company is complete and accurate to the best of the Client's knowledge. Any projected timeline provided in an Order Form, including date of grant submission, assumes prompt communication from the Client.

**(b) Failure to Communicate:** The Client agrees and acknowledges that its failure to promptly and consistently provide information as requested by Company may result in delays and, in certain cases, missing the grant submission deadline. If the Client has failed to make contact regarding the Project, written or verbal, Company may cancel a Project and terminate the Client's account and use of the Service, and any balances owed will become immediately due and payable.

Without limiting the generality of the foregoing, the Client agrees that, in the event that a Project is not submitted within four (4) months of the execution of the applicable Order Form, the Fee Waiver shall not apply with respect to the fees for such Project, except where such delay is caused by circumstances outside of the Client's reasonable control.

## 5. No Guarantees

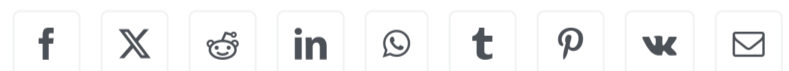
Without in any way limiting any terms set forth in the Agreements, you agree and acknowledge that we do not make any guarantees or representations about the outcome of any Project, including whether a grant submission will be successful, or any other use of the Service by you. You agree and acknowledge that you use the Service and hire any Grant Writer at your own risk, and that neither Company nor any of its affiliates, directors, officers, employees or agents will be liable to you or any other third party if you fail to obtain any grant opportunities identified via the Service.

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May 23rd, 2024

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