

# GlobalGiving API Terms of Service

By using the GlobalGiving API provided by the GlobalGiving Foundation ("GlobalGiving"), you (the "Licensee") agree to the following terms and conditions:

## 1. Definitions

"Intellectual Property Rights" means, collectively, all patents, copyrights, trade secrets, know-how, trademarks and all other intellectual property or proprietary rights recognized anywhere in the world, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired.

"GlobalGiving API" means the set of web services provided by GlobalGiving at <https://api.globalgiving.org> for purposes of programmatically accessing public data in the GlobalGiving donation platform.

"GlobalGiving Websites" means [globalgiving.org](https://globalgiving.org) or any other web property owned by GlobalGiving.

"Permitted Purpose" means non-commercial purposes that are consistent with or that further GlobalGiving's mission, values, goals and/or objectives of building an efficient, open, thriving marketplace that connects people who have community and world-changing ideas with people who can support them.

For purposes of illustration, without limitation, applications that: (1) improve the visibility of GlobalGiving and its projects, project sponsors, project leaders, project reports, donors, or donation stories (2) facilitate donations from donors to GlobalGiving projects or to GlobalGiving Foundation, (3) enhance the user experience of donors or project leaders on [globalgiving.org](https://globalgiving.org), (4) facilitate "community" amongst donors or project leaders to increase interaction, learning, or donation activity, (5) analyze or present GlobalGiving donation or project impact data are examples of applications that fall within the scope of the "Permitted Purpose."

"Developed Application" means applications or pages developed for a Permitted Purpose in which the Licensed API forms a supporting part.

## 2. Grant of License

Subject to your ("Licensee's") full compliance with all of the terms and conditions of this API License Agreement ("Agreement"), GlobalGiving grants Licensee a non-exclusive, revocable, nonsublicensable, nontransferable license to use the GlobalGiving API and other materials provided by GlobalGiving (collectively referred to as the "Licensed API") to develop, reproduce and distribute non-commercial applications for the Permitted Purpose ("Developed Applications").

Licensee may not use the Licensed API for any other purpose (including without limitation any commercial purpose) without GlobalGiving's prior written consent. Under no circumstances will Licensee benefit commercially or financially from a Developed Application or any GlobalGiving data. For the sake of clarity, the sale of advertising on a website where a Developed Application is hosted shall not alone constitute a commercial use under this Agreement, provided that the advertising is not integrated within the Developed Application itself. Further, a Developed Application may not be used to sell advertising and may not be used to promote the sale of advertising in any way.

Licensee may not use the Licensed API for activities that violate any law, statute, ordinance or regulation. For purposes of illustration, without limitation, Licensee shall not use the Licensed API in connection with or to promote any products, services, or materials that constitute, promote or are used for the purpose of dealing in: spyware, adware, bots, crawlers or other malicious programs or code; unsolicited mass distribution of email ("Spam"); multi-level marketing proposals; hate materials; hacking / unauthorized decryption; libelous, defamatory, obscene, pornographic, abusive or otherwise offensive content; stolen products and items used for theft, or to commit phishing or other fraud or to perpetrate scams, including, but not limited to, "phishing" scams; services or programs regulated by state licensing regimes, pyramid or ponzi schemes; activities that involve gambling, gaming and/or any other activity involving chance and/or the opportunity to win a prize, such as a sweepstakes or raffle, or contests and/or money laundering or other illegal /prohibited / fraudulent / not legitimate / improper transfers of funds or transactions.

In addition, for purposes of illustration and without limitation, Licensee shall not: (1) falsely identify a product as being endorsed, approved by or produced by GlobalGiving, (2) use any GlobalGiving data, materials or media for any purpose other than the Permitted Purpose without GlobalGiving's prior written consent, (3) misrepresent in any way information about or relating to a donation, donor, or GlobalGiving nonprofit partner (irrespective of whether such misrepresentation is due to Licensee's intentional conduct, error or ignorance), and/or (4) solicit or

attempt to solicit any user information on behalf of GlobalGiving or under the pretense of being GlobalGiving.

### **3. Proprietary Rights**

As between GlobalGiving and Licensee, the Licensed API and all Intellectual Property Rights in and to the Licensed API are and shall at all times remain the sole and exclusive property of GlobalGiving and are protected by applicable laws and treaties.

### **4. Fees**

**Non-Commercial Use is Free:** There is no license fee for non-commercial use of the GlobalGiving API.

**For-Profit Use:** If Licensee seeks to use the GlobalGiving API for commercial purposes, Licensee may be required to pay a license and support fee to GlobalGiving in order to obtain permission to use the GlobalGiving API for commercial use. Licensee must discuss usage plans with GlobalGiving prior to implementation by contacting our Business Partnerships team at [partnerships@globalgiving.org](mailto:partnerships@globalgiving.org). GlobalGiving reserves the right to set and amend fees for API license and support in commercial scenarios.

**Transaction Fee for Donation API:** Donations processed using this API will be processed by GlobalGiving. For each donation, GlobalGiving retains a 5-12% nonprofit support fee plus a 3% third party processing fee for each donation. Licensee shall disclose this transaction fee to any donors using the donate API call. You may link to this page for additional information: <https://www.globalgiving.org/aboutus/fee/>

### **5. Other Restrictions**

Except as expressly and unambiguously authorized under this Agreement, Licensee may not (i) copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer or decompile (except to the limited extent expressly required by applicable statutory law), modify or alter any part of the Licensed API, or (ii) otherwise use the Licensed API on behalf of any third party. This Agreement does not include any right for Licensee to use any trademark, service mark, trade name or any other mark of GlobalGiving or any other party or licensor. No rights or licenses are granted except as expressly and unambiguously set forth herein.

## 6. Additional Licensee Obligations

### a. Licensee agrees:

(i) That all Developed Applications will preserve the dignity of the individuals seeking donations represented, described, or listed on the GlobalGiving Websites;

(ii) That all Developed Applications will clearly indicate where relevant that such Developed Application was not developed by GlobalGiving and is not endorsed by GlobalGiving;

(iii) That any images forming part of the Licensed API used in a Developed Application will include attribution to the nonprofit that is implementing the organization, project, or program reflected in the image and shall include a hyperlink to the corresponding GlobalGiving project or organization when technically feasible.

(iv) That Licensee or its outsourced providers comply with PCI and International data security standards in transmitting and/or handling any cardholder or transaction information to the API, which includes agreeing to not persist or store any cardholder data as defined by the PCI security standards.

(v) To provide customer service and user support to all clients and Developed Application website visitors, with the exception of charitable organization or project-specific questions, confirmation of donation distributions and technical problems with the Licensed API, which it may refer to GlobalGiving and which GlobalGiving agrees to provide.

### b. Remittance and Reporting.

Licensee agrees that if it aggregates donation volume, or utilizes the "submit an order" functionality, and remits monthly to GlobalGiving as part of its Developed Applications, or if it will remit funds on a bulk/batch basis, Licensee or its designee will remit 100% of the total of all funds committed via such orders to GlobalGiving by the 10th business day of the month following transaction. Licensee will also include an itemized listing of the orders from the prior month in substantially the form of the sample itemized listing attached as "Schedule B."

If Licensee is providing activity reports that relate to more than one "sub partner" (e.g. unique companies who are clients of Licensee, chapters, etc.), Licensee must utilize the "Partner Code" API call, and report all activity with this Partner Code in the report described above.

In the event the data provided by Licensee regarding bulk transfers is not received by the 10th of the month (or the following business day if the 10th falls on a weekend or holiday), GlobalGiving will be unable to disburse funds in that month, and will include these funds in the following month's standard monthly disbursement.

Failure to provide this data in its complete and accurate form more than three times in a calendar year may result in the suspension or revocation of the Licensee's rights under this agreement.

c. Licensee agrees to preserve (and not obscure or cover) all copyright notices and other proprietary rights notices on content that GlobalGiving makes available to Licensee via the Licensed API and to provide proper attribution for all such content. For purposes of illustration and without limitation, if, for example, you develop an application that provides a graph using data provided by GlobalGiving, you must accurately state that the data you used comes from GlobalGiving.

## **7. Warranty Disclaimer**

THE LICENSED API IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, GLOBALGIVING AND ITS LICENSORS EACH DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE LICENSED API, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, AVAILABILITY, RESULTS OF USE, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE. FURTHER, GLOBALGIVING DOES NOT WARRANT AND DISCLAIMS ANY AND ALL WARRANTIES THAT LICENSEE'S USE OF THE LICENSE API WILL BE UNINTERRUPTED OR ERROR FREE. LICENSEE AGREES THAT ALL USE OF THE LICENSED API WILL BE AT LICENSEE'S SOLE RISK. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO LICENSEE, AND LICENSEE MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

## **8. Support and Upgrades**

This Agreement does not entitle Licensee to any support for the Licensed API, unless Licensee makes separate arrangements with GlobalGiving in writing that is signed by GlobalGiving and Licensee and Licensee pays all fees associated with

such support. Any such support provided by GlobalGiving shall be subject to the terms of this Agreement.

## **9. Limitation of Liability**

REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, AND EXCEPT FOR BODILY INJURY, IN NO EVENT WILL GLOBALGIVING OR ITS LICENSORS, BE LIABLE TO LICENSEE OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE LICENSED API, EVEN IF GLOBALGIVING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE. ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM. IN ADDITION, GLOBALGIVING DISCLAIMS ALL LIABILITY OF ANY KIND OF GLOBALGIVING'S LICENSORS. LICENSEE AGREES THAT GLOBALGIVING SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY USE LICENSEE MAKES OF THE LICENSED API.

## **10. Indemnification**

Licensee shall indemnify, defend and hold harmless GlobalGiving and its licensors from any and all claims, actions, suits, proceedings, losses, expenses, damages, liabilities, costs and fees (including reasonable attorneys' fees) arising in connection with or relating to Licensee's use of the Licensed API and arising in connection with or relating to any Developed Applications.

## **11. Term and Termination**

This Agreement shall continue until terminated as set forth in this Section. Either party may terminate this Agreement at any time, for any reason, or for no reason, including but not limited to, termination by GlobalGiving if Licensee violates any provision of this Agreement or if the exercise of the rights granted hereunder by Licensee is inconsistent with or is in conflict with GlobalGiving's mission, values, goals or objectives. Any termination of this Agreement shall also terminate the license granted hereunder. Sections 3, 6, 8, 9, 10, and 13 shall survive termination of this Agreement.

## **12. Government Use**

If Licensee is part of an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Licensed API is restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. The Licensed API is a "commercial item," "commercial computer software" and "commercial computer software documentation," respectively. In accordance with such provisions, any use of the Licensed API by the Government shall be governed solely by the terms of this Agreement. Manufacturer is GlobalGiving Foundation.

## **13. Export Controls**

Licensee shall comply with all relevant export laws and restrictions and regulations of the United States including but not limited to those of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), as well as those of foreign agencies or authorities, and Licensee shall not export, or allow the export or re-export of the Licensed API or any Developed Application in violation of any such restrictions, laws or regulations. Licensee will also not use the Licensed API for any purpose prohibited by such laws, restrictions or regulations (including but not limited to nuclear, chemical or biological weapons proliferation). By using the Licensed API, Licensee agrees to the foregoing and represents and warrants that Licensee is not located in, under the control of, or a national or resident of any restricted country.

## **14. Miscellaneous**

Following the execution of this Agreement, GlobalGiving shall provide Licensee with all documentation and software comprising the Web Service that is necessary to integrate and launch the Web Service on the Site (the "Deliverables"). Licensee agrees to comply with all instructions and limitations set forth in the Deliverables and the Integration Guide attached hereto as Exhibit B during the integration, launch and use of the Web Service.

Licensee shall operate and maintain its integration of the Web Service in accordance with the terms and conditions of this Agreement, including the Integration Guide, and the Deliverables. Licensee shall comply with all laws, rules and regulations applicable to it and its Site.

This Agreement constitutes the complete and entire agreement between Licensee and GlobalGiving pertaining to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings with respect to such subject matter. This Agreement, and any disputes arising from or relating to the interpretation thereof, shall be governed by and construed under District of Columbia law.

This Agreement may be amended or modified only by a writing executed by GlobalGiving. The failure of GlobalGiving to act with respect to a breach of this Agreement by Licensee or others does not constitute a waiver and shall not limit GlobalGiving's rights with respect to such breach or any subsequent breaches.

This Agreement is personal to Licensee and may not be assigned or transferred for any reason whatsoever (including without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control involving Licensee) without GlobalGiving's prior written consent. GlobalGiving expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder.

## Signature

Signed \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

API Key \_\_\_\_\_

*By signing this, I agree to abide by the terms of service when using the API, including the handling of donor information as outlined in section 6.a (iv).*

Please email a signed/scanned copy of this to [api@globalgiving.org](mailto:api@globalgiving.org) in order to have the donation functionality enabled for your API Key.



**Schedule B**

Field Name	Amount	Project ID	Project Name	Organization ID	Organization Name	Donor First Name	Donor Last Name	Donor Email	3rd Party Transaction ID	API ID	Partner Code
Data Type	Currency	Number	Text	Number	Text	Text	Text	Text	Text or Number	Text or Number	Text
Data Type Requirements & Restrictions	Double	Non-negative integers	Alpha-numeric	Non-negative integers	Alpha-numeric	Alpha-numeric	Alpha-numeric	Alpha-numeric (with at sign "@" and periods ".")	Alpha-numeric	Alpha-numeric	Alpha-numeric
Field Length Restrictions						Varchar(50)	Varchar(50)		Varchar(100)		
Importance	<b>Required</b>	<b>Required for project-level giving</b>	Nice to have	<b>Required</b>	Nice to have	<b>Required for any reporting</b>	<b>Required for any reporting</b>	<b>Preferred: We use this to establish unique donor records in our database so we strongly prefer this field when available; Required for certain things: we require this for sending tax receipts</b>	<b>Required</b>	<b>Required</b>	<b>Required if API user has multiple users/clients</b>
Description of Content	The amount designated by the donor to the Organization (and Project) (in instances where tax receipts are issued the tax-deductible amount will be the sum of the Amount and the Add-on Amount columns)	This is GlobalGiving's ID number for the project	The project name as appears on GlobalGiving.org	This is GlobalGiving's ID number for the organization	The organization name as appears on GlobalGiving.org	This is the first name of the individual who will receive credit for the contribution. In the case of a corporate entity the whole company name should go in the Donor Last Name field. In the case of an anonymous donation this MAY contain "Anonymous" or may be left blank.	This is the last name of the individual (OR the full company name) who will receive credit for the contribution (ie corporate matching funds should identify the company; if the matched donor is to be cited it should be done in the Donor Note field); In the case of an anonymous donor this MUST be "Anonymous".	Preferred: We use this to establish unique donor records in our database so we strongly prefer this field when available; Required for certain things: we require this for sending tax receipts	This is the ID for the transaction from the channel partner's database.	This is the API ID supplied to the channel partner by GlobalGiving's tech staff. Only transactions tagged with this ID will be visible through the API.	The partner code ensures accurate reporting when the API user has multiple "clients" or "subpartners" activity aggregated under one API code
Content Requirements & Restrictions	Must be positive number. The sum of the Amount and the Add-on Amount columns must equal the amount of the payment.	Must be valid project ID; One of these two conditions must be met: A) There must be a valid project ID in this field OR B) This field must be "0" and there must be a valid organization ID in the Organization ID field.	Should be as appears in globgive.project.projtitle OR left blank	Must be valid organization ID; One of these two conditions must be met: A) There must be a valid organization ID in this field OR B) This field must be "0" and there must be a valid project ID in the Project ID field.	Should be as appears in globgive.organization.id OR left blank	Should be individual first name OR left blank	In the case that the donor first and last name are contained in one field and are otherwise unparseable, the whole donor name should go in the Donor Last Name field.	Must be one single email address OR left blank	Must be a unique ID for the channel partner	Must be unique for each unique reporting requirement.	Can be created by API user. Partner code can be up to 40 alphanumeric characters
Column Order	1	3	4	5	6	7	8	9	10	11	12

Field Name	Donation Date	Payment Ref	Paid Date	Needs Tax Receipt	Add to Progress Report Distribution List	Donor Note	Street Address 1	Street Address 2	City	State	Zip	Country
Data Type	Date	Text or Number	Date	Bool	Bool	Text	Text	Text	Text	Text	Text	Text
Data Type Requirements & Restrictions	Alpha-numeric	Alpha-numeric	Alpha-numeric	"1" or "0" only valid options	"1" or "0" only valid options	Alpha-numeric (and common punctuation)	Alpha-numeric	Alpha-numeric	Alpha-numeric	Alpha-numeric	Alpha-numeric	Alpha-numeric
Field Length Restrictions							Varchar(50)	Varchar(50)	Varchar(25)	Varchar(25)	Varchar(10)	
Importance	Preferred	Preferred	Preferred	Preferred	Preferred	Optional	Optional	Optional	Optional	Optional	Optional	Optional
Description of Content	The date the donor contributed to the channel partner	Check number OR ACH identifier if available	The date the channel partner sent/is sending the payment to GlobalGiving	1 indicates that a tax receipt should be sent to the donor either by email or regular mail if no email available; 0 indicates that no tax receipt should be sent.	1 indicates that the donor be subscribed to the email progress reports from the project; 0 indicates that the donor should not be subscribed to the email progress reports from the project.	This will be passed through to the beneficiary organization in the disbursement report (in the case of company matching the donor note may include the donor who's original contribution is being matched)	This will be used for tax receipt purposes in instances when there is no email address provided; Street number and name or PO box	This will be used for tax receipt purposes in instances when there is no email address provided; Suite number or apartment number or PO box	This will be used for tax receipt purposes in instances when there is no email address provided	This will be used for tax receipt purposes in instances when there is no email address provided	This will be used for tax receipt purposes in instances when there is no email address provided	
Content Requirements & Restrictions	Required for any date-specific reporting			This will default to 0 if no value is given.	This will default to 1 if no value is given.	If punctuation is used, ensure it does not interfere with the format of the spreadsheet (for example, make sure commas are properly escaped in comma-separated lists)	Street number and name or PO box	Suite number or apartment number or PO box	City name	When US state, two letter abbreviation preferred		Country name
Column Order	13	14	15	16	17	18	19	20	21	22	23	24



<b>Characters</b>	Characters should be kept to letters and numbers (and @ and . in the email field); characters with diacritical marks will cause problems in processing
<b>Columns</b>	Columns should be provided in the order provided and blank columns left if not all fields are available.



Columns A - K

Amount	Project ID	Project Name	Organization ID	Organization Name	Donor First Name	Donor Last Name	Donor Email	3rd Party Transaction ID	API ID	Donation Date
20	6443	Japan Earthquake and Tsunami Relief Fund	189	GlobalGiving	Barrett	Cope	bcope@globalgiving.org	ahfo0485jljfzzanh		2/20/2013



**Columns L - T**

Payment Ref	Paid Date	Donor Note	Street Address 1	Street Address 2	City	State	Zip	Country
12345	3/11/2013	because you're the best!	123 Great Blvd	Suite 21	Washington	DC	20001	United States