



Terms of Use

The Dove Healthcare Community Foundation is a private foundation that qualifies as tax exempt under section 501 (c) (3) of the Internal Revenue Code.

Use of Site

Use of this Site is governed by the following terms and conditions and privacy policy (collectively, the "**Terms**"), which may be updated from time to time by and at the sole discretion of the Foundation. It is the responsibility of each User, Donor, and Nonprofit (as these terms are defined below) to periodically check these Terms prior to using the Site. By using or continuing to use this Site, you acknowledge and agree to these Terms, including any updates to these Terms, and that such Terms provide the legally binding terms and conditions for the use of this Site. If you do not agree to these Terms, including any updates to these Terms, please do not use or discontinue any use of this Site.

For purposes of these Terms, a visitor of the Site will be referred to as a "**User**". A nonprofit organization or public program that applies for a grant through this Site will be referred to as a "**Nonprofit**". A User who elects to make a donation via the Site will be referred to as a "**Donor**". Users, Donors, and Nonprofits will also be referred to as "you" throughout these Terms, as appropriate and applicable. The Terms outlined below apply to all Users, Donors, and Nonprofits that visit or participate on the Site. In addition, Nonprofits must comply with the eligibility criteria and rules and guidelines outlined below.

Services & Fees

Paypal will deduct 2.2 percent + \$.30 for each online transaction made. For purposes of the preceding sentence, each visit to the Site in which a Donor makes a donation shall be considered one transaction. Additional Administrative costs will be required for banking fees, legal fees, record keeping, and marketing. Every effort will be made to minimize these fees in order for the board of directors to carry out the mission of the Dove Healthcare Community Foundation. At this time, as a new foundation, we are unable to provide a percentage of funds used for Administrative costs. We will update these Terms when appropriate. If you have any questions related to the services or fees, please direct your inquiries to:

Dove Healthcare Community Foundation
1405 Truax Blvd
Eau Claire, WI 54703
Email: info@dovehealthcare.com
Website: www.dovehealthcarefoundation.org

Rules of Conduct

This Site requires the highest levels of conduct from its Users. To that end, the Foundation retains the right to permanently or temporarily block access to the Site, remove content from the Site, and withhold payments while the Foundation reviews or investigates any suspected misconduct of Users, Donors or Nonprofits that do not comply with the Terms or applicable law.

In using the Site, Users, Donors, and Nonprofits agree to:

- only use the Site according to the Terms and as permitted by the applicable laws and regulations of the United States,
- not use the Site in any manner that could cause damage to the network(s) or system(s) of the Foundation or any of the Foundation's service providers,
- not use the Site in any way that could negatively impact other Users', Donors', or Nonprofits' rights or positive experience using the Site,
- not infringe on any other User's, Donor's, Nonprofit's or third party's intellectual property, confidentiality, or other rights (including without limitation using a third party's image, such as in a photograph, without obtaining that person's prior consent for such use),
- not interfere with the security of the Site in any way, and
- not submit or post any false, misleading, or inappropriate information related to the Site or any of its Users, Donors, or Nonprofits.

Site Operation

The Foundation shall be permitted at any time to do, and shall not be liable to any User, Donor, or Nonprofit for any claims arising from the Foundation's election to do, any of the following activities:

- make changes to the Site's content,
- modify or discontinue (temporarily or permanently) the Site, including without limitation making modifications to the design, operational method and functionality, technical specifications, system(s) and other functions,
- take any measure that affects the Site's accessibility when the Foundation deems such measure necessary for technical, maintenance, operational, or security reasons, and
- provide links to any third party websites that are not owned or controlled by the Foundation for the sole convenience of Users, Donors, and Nonprofits.

The Foundation makes no warranty or representation that:

- access to the Site and its resources will be uninterrupted, error-free, or timely,
- the Site will operate at any particular speed or frequency, or
- the resources provided by third parties for inclusion on the Site will be accurate or reliable, and expressly disclaims any liability for such related claims.

Donations made through this Site are completely voluntary. A third-party payment processor (currently, Paypal) will use the credit card information you provide solely to process your donation. By submitting your donation, you consent to (1) this third-party payment processor's and any associated bank's use of this and related information solely for purposes of processing your donation, and (2) receiving a confirmation email

that your donation has been received and processed and a formal donation receipt from the Foundation.

Please be sure to visit the privacy policy of our credit card processor at this site <https://www.paypal.com/us/webapps/mpp/ua/privacy-full>. Please note that we strive to maintain the highest levels of integrity related to the protection of Donor information. However, if you are not comfortable with our or any service provider's use or permitted uses of your information as described herein these Terms or in the above referenced privacy policies, please do not use this Site to submit a donation.

Once submitted, donations are not refundable. Should your transaction be declined by the third-party processor for any reason, the specifics of the transaction will be handled between the third-party processor, the financial institution and you. Declined transactions may be the result of insufficient funds, a compromised credit card that was cancelled, a closed account, or a financial institution's discretion.

Donors are solely responsible for determining the tax treatment of any donations made on or pursuant to the Site, and should consult their own tax professionals regarding such tax treatment.

For Nonprofits / Public Programs

(a) Eligibility Criteria

To be eligible to apply for funds, selected organizations must:

- Be a public program or a 501 (c) (3) under the Internal Revenue Code that operates and serves in Barron, Chippewa, Eau Claire, or Trempealeau County.
 - Your charitable purposes must be defined as deductible under 170(b)(1)(a) of the Internal Revenue Code
- Serve to support or enhance the lives of those 55+, including Veterans or those with chronic or complex health conditions
- Provide a valid tax identification number
- Be established for a minimum of one year
- Complete the online application
- Review and agree to the Terms of Use

Our Foundation does not fund:

- Community Foundations
- Private Foundations
- 501(c)(3) and 509(a)(3) supporting organizations
- Routine operating expenses or emergency funding
- Grants for debt retirement, annual campaigns, or lobbying
- Direct grants to individuals
- Sectarian programs that require a membership or commitment to a certain belief

(b) Rules and Guidelines

Grant Cycle:

The Board of Directors meets twice per year to review all applications and select grant recipients. We will notify you in writing about the board's decision.

First Cycle

- July 1 – September 1: Apply
- September 1: Deadline for Grant Applications
- October: All applicants notified of results first week in October

Second Cycle

- December 1 – February 1: Apply
- February 1: Deadline for Grant Applications
- March: All applicants notified of results first week in March

At the sole discretion and pleasure of the Foundation's Board of Directors, and subject to fund availability, the Foundation may elect at any time to award a grant to any Nonprofit.

The total amount of any grant will be determined by the Foundation's Board of Directors in their sole discretion.

Nonprofits must notify the Foundation should its tax-exempt status change from the time of application to the time a grant is awarded or it has received any adverse notification from any governmental authority (and provide a copy of such notification to the Foundation).

(c) Representations and Warranties

The Nonprofits using the Site represent and warrant that they:

- are valid 501 (c) (3) public charities and have provided the Foundation all requested information to verify such status,
- are located in the United States while serving seniors in the same geographic area, and
- will comply with all applicable laws and regulations, including any data privacy and security laws.

(d) License Rights

In consideration of being able to participate on the Site, each participating Nonprofit agrees to give the Foundation a limited, non-exclusive, royalty-free license to use its name, trademarks, trade names and logos to help promote the Foundation.

Content and Intellectual Property

This Site belongs to the Foundation and contains content and information that belongs to the Foundation or is licensed to the Foundation by its third-party service providers. You agree that the Site and such content belongs exclusively to the Foundation or its third-party service providers, as applicable, and that you neither have nor will acquire any ownership rights to this Site and such content. Use of this Site and its content other than as allowed pursuant to these Terms is strictly prohibited.

Indemnification

Each User, Donor, and Nonprofit that uses this Site agrees to indemnify, defend and hold the Foundation and Dove Healthcare, (provides administrative support services to the Foundation), as well as their respective officers, directors, employees, consultants and agents, harmless from and against any losses, costs, claims, demands, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of the User's, Donor's, or Nonprofit's use of or inability to use the Site or its services, any alleged or actual violation of any of these Terms or the rights of any third parties, and any alleged or actual violation of any applicable laws, rules or regulations.

Use of this Site is at the sole risk of each User, Donor, and Nonprofit. The Site is provided on an "as is" and "as available" basis, with all warranties disclaimed. The Foundation will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages related to the Site or use of the Site.

General Provisions

In the event of any conflict between any of these Terms and any statement included elsewhere on the Site, these Terms shall govern.

These Terms shall be governed by the laws of the State of Wisconsin and each User, Donor, and Nonprofit that visits or uses this Site hereby consents to the exclusive jurisdiction and venue of the state or federal courts located in Eau Claire County, Eau Claire, WI.

Contact Us

We welcome any questions about the Dove Healthcare Community Foundation and this Site. Please direct any inquiries to:

Dove Healthcare Community Foundation
1405 Truax Blvd
Eau Claire, WI 54703
Email: info@dovehealthcare.com
Website: www.dovehealthcarefoundation.org