

These Etsy Round Up Donation Feature Terms and Conditions (the “Terms”) are a legally binding agreement between you and Etsy governing your use of the optional feature that allows you to donate your change (the “Feature”) on the Etsy platform. Your use of the Feature is subject to these Terms, the [Etsy Privacy Policy](#) and [Etsy Terms of Use](#) (collectively, the “Agreements”). All of the Terms are incorporated by reference. If there is any conflict between our Terms of Use and these Terms, the Etsy Terms of Use will apply. Any defined terms contained herein shall have the same meaning as those in the Agreements. Your use of the Feature is also subject to [Brooklyn Community Foundation’s Privacy Policy](#). IF YOU DO NOT AGREE TO BE BOUND BY THE AGREEMENTS AND BROOKLYN COMMUNITY FOUNDATION’S PRIVACY POLICY, YOU MAY NOT USE THE FEATURE.

By making a donation via the Feature, you hereby authorize and agree to Brooklyn Community Foundation, a charitable organization, initiating a charge against your credit or debit card on file with Etsy. Etsy, Inc. or Etsy Ireland UC, depending on your location will remain your Merchant of Record with respect to the underlying purchase you make on Etsy, as described in the [Etsy Payments Policy](#).

1. The Round Up Donation Feature

This Feature, enabled by Etsy’s third party payment partner, Adyen, via their Adyen Giving Service, allows Etsy to make available to buyers purchasing on the Etsy platform from sellers using [Etsy Payments](#) the opportunity to support a charitable organization, as further described in this section. The Feature allows buyers with their region set to “US” on Etsy, who are purchasing in USD and using credit or debit cards for their purchase, to round up the purchase price they pay on Etsy to the next whole dollar and donate the difference between the two (each a “Donation”) to the Uplift Fund. The Uplift Fund is a fund held by the Brooklyn Community Foundation. The Brooklyn Community Foundation is a [501\(c\)\(3\)](#) that distributes funds to select nonprofits across the United States. Your Donation will not be made to Etsy. Your Donation will be made directly to the Uplift Fund held by Brooklyn Community Foundation, via Etsy’s third party payments partner, Adyen’s “Adyen Giving” service. You can read about the non-profit organizations supported by the Uplift Fund [here](#).

2. Purchases and Donations

If you select to use the Feature, the Donation amount, calculated by rounding your purchase price up to the next whole dollar, will be displayed to you before you complete your order and as a line item on the Review page where your order summary is displayed prior to purchase. Your Donation to the Uplift Fund, which is made directly to Brooklyn Community Foundation, will appear on your bank statement as a separate charge from your Etsy purchase. If you use the Feature, your Donation, if successful, will be listed in the itemized receipt shared with you after you successfully complete your transaction. Etsy will have no further reporting obligations to you with respect to your Donation. If your underlying purchase on Etsy results in a chargeback or refund, you will be refunded the underlying purchase amount only. Any questions or claims regarding chargebacks, refunds, disputes, and/or tax deductions with respect to Donations should be directed to [Brooklyn Community Foundation](#), the Merchant of Record with respect to the Donation transaction(s). If your purchase on Etsy is successful, but your Donation fails, you will be informed that your Donation was not successful and your payment method will not be charged the Donation amount.

3. Non-profit Organizations Supported by the Feature

This Feature currently supports buyer Donations to the Uplift Fund only. Etsy may decide, in its sole discretion, to add or remove charitable organizations to or from the Feature at any time, for any reason, and without notice to you.

Etsy is not responsible for, disclaims liability for, and makes no guarantees or representations with respect to, how the Donation will be spent by Brooklyn Community Foundation via the Uplift Fund, or any potential tax deductions or benefits (if any) that you may or may not receive as a result of any Donation. Donations may not be eligible for tax deductions or other benefits. You are solely responsible for undertaking any required reporting and for claiming any applicable tax benefits. Any questions or claims regarding chargebacks,

refunds, disputes, and/or tax deductions with respect to Donations should be directed to [Brooklyn Community Foundation](#), the Merchant of Record with respect to the Donation transaction(s).

By enabling the Feature, you consent and agree to Brooklyn Community Fund receiving personally identifiable information about you (including, but not limited to, name, billing address and Donation amounts) in connection with this Feature.

4. Indemnity/Limitation of Liability

We hope this never happens, but if Etsy gets sued because of something that you did, you agree to defend and indemnify us. That means you'll defend Etsy (including any of our employees) and hold us harmless from any legal claim or demand (including reasonable attorney's fees) that arises from your actions, your use (or misuse) of our Services, your breach of the Terms, or you or your account's infringement of someone else's rights. We reserve the right to handle our legal defense however we see fit, even if you are indemnifying us, in which case you agree to cooperate with us so we can execute our strategy. LIABILITY LIMITS. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER BROOKLYN COMMUNITY FOUNDATION, ETSY, NOR OUR EMPLOYEES OR DIRECTORS SHALL BE LIABLE TO YOU FOR ANY LOST PROFITS OR REVENUES, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THESE TERMS. IN NO EVENT SHALL ETSY'S AGGREGATE LIABILITY FOR ANY DAMAGES EXCEED THE GREATER OF ONE HUNDRED (\$100) US DOLLARS (USD) OR THE AMOUNT YOU PAID ETSY IN THE PAST TWELVE MONTHS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

5. Warranties

WARRANTIES. ETSY IS DEDICATED TO MAKING OUR SERVICES THE BEST THEY CAN BE, BUT WE'RE NOT PERFECT AND SOMETIMES THINGS CAN GO WRONG. YOU UNDERSTAND THAT OUR SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY KIND OF WARRANTY (EXPRESS OR IMPLIED). WE ARE EXPRESSLY DISCLAIMING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. WE DO NOT GUARANTEE THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) THE SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL MATERIALS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR EXPECTATIONS. YOU USE THE SERVICES SOLELY AT YOUR OWN RISK. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

6. General

This Feature is optional on a per qualifying purchase basis and you are under no obligation to use it. These Terms may be modified at any time pursuant to Section 12 of Etsy's [Terms of Use](#). Etsy also reserves the right to reject Donations and/or discontinue the Feature at any time and without notice to you. If the Feature is terminated by Etsy, any Donations made prior to termination will be made to the Uplift Fund in accordance with these Terms. Note: These Terms apply to charitable donations made through the Feature. For information on seller fundraising and seller donation of shop proceeds to charity, see [here](#).