

Benevity Platform Terms of Use

Introduction

Welcome to Time Warner Inc.'s Workplace Giving Site (the "Site"). The Site is operated by Benevity, Inc. ("Benevity"), a donation processing technology company that licenses employee giving software and application programming interfaces respecting micro-donation functionality (called the "Benevity Platform") to corporate employers and other participating businesses, such as Time Warner Inc. and its affiliates (the "Company").

The Company has established one or more donation or volunteering programs within the Site to facilitate the donation of amounts that are credited to or acquired by you through your participation in such programs (called "Giving Programs") to a list of charities available on the Site that comply with the Company's eligibility guidelines. This document includes reference to the Company's eligibility guidelines for its Giving Programs, as well as certain provisions relating to the use and operation of the Site. The terms of the Company's Giving Programs are posted at <https://mytw.twi.com/our-company/impact/employee-grants> (as such terms may be amended by the Company from time to time, called the "Program Guidelines") and, as part of these terms of use, you will be asked to confirm that you have read, understand and agree to comply with those Program Guidelines.

As an authorized user of the Site, you will be offered the opportunity to make contributions of time and/or money to an eligible charity. If you use the Site to make a contribution of money to an eligible charity, that contribution will be received initially by a third party entity called a donor advised fund, which is managed by the American Online Giving Foundation, Inc., d/b/a Benevity Community Impact Fund ("Benevity Fund") and your charitable donation is considered to have been made to Benevity Fund. The Site will give you the ability to choose an eligible charity to receive a distribution from Benevity Fund of the amounts you have contributed to Benevity Fund. Consistent with the legal requirements of a donor advised fund, however, Benevity Fund is not legally obliged to follow your request to distribute your contribution to the charity you chose, as further described below. Benevity Fund is an IRS-recognized, tax exempt, public charity described in Internal Revenue Code §501(c)(3) and described in IRC §170(b)(1)(A)(vi) serving a national constituency, whose primary activity is donor advised fund administration. A donor advised fund structure is used to enable broad charity choice, real time transaction processing and to reduce the amount of manual processing incurred by recipient charities. Benevity Fund furthers its charitable purposes by accepting (through the Benevity Platform) contributions of money from you and the Company (called the "donors"), issuing any applicable tax receipts to the donors through the Benevity Platform and the Site, and distributing that contribution (along with all other donations made via the Benevity Platform in that month) to the eligible charities on a monthly basis.

We are pleased that you have chosen to review these terms, which are incorporated by reference into the Site and govern its operations. In order to use the Site or participate in the Company's Giving Programs, you must agree to the terms set out below. Your use of the Site or participation in the Company's Giving Programs in any manner constitutes your agreement to comply with these Terms (as defined below). If you disagree with any of these Terms, you should not access or utilize any of the Benevity Platform's charitable giving functionality presented in the Site or participate in the Company's Giving Programs.

Please read the following carefully.

For assistance with the use of the Site, you should consult the User Guide located under the "Help"

section of the Site, as well as the FAQ's.

1. Eligibility for Giving Programs

You acknowledge and agree that you have read, understand and agree to comply with the Company's Program Guidelines. Participation in the Company's Giving Programs and your use of the Site is subject to the sole discretion of the Company and is entirely voluntary. The Company, in its sole discretion, may terminate any of its Giving Programs or any part of them for any reason without notice to you. Any donation credits you may have acquired through your participation in the Company's Giving Programs are immediately forfeited once you are no longer eligible to participate in the Company's Giving Programs, including, without limitation, by virtue of you no longer being an employee of the Company.

2. Participation and Acceptance; Your Profile and Account Responsibilities

2.1 Your acceptance of the Program Guidelines and these terms of use (collectively, the "Terms") constitute your acknowledgment that you have read, understand and agree to comply with the Terms. The Terms may be changed from time to time by the Company, in its sole discretion, without notice to you. Furthermore, registration as a donor or activation of your profile on the Site or participation in any of the Company's Giving Programs constitutes your acceptance of these Terms or any amendments made to the Terms, which may be made from time to time. Violation of these Terms or any applicable Company policy, including the Company's Standards of Business Conduct, in connection with your use of the Site or participation in the Company's Giving Programs may result in disciplinary action up to and including termination of employment.

2.2 You agree that all information you submit to the Site is accurate and that you will keep it current. It is your responsibility to maintain the confidentiality of your Site password, and you are responsible for and Benevity is authorized to affect any activities that occur in your Site account.

2.3 You are responsible for all activities that occur in your Site account. You shall treat other Site users with courtesy and respect. The Site may provide you with the ability to post photographs, comments, and other content (collectively referred to as "Content"), which Content may be visible to others and monitored by Benevity and the Company. Posting Content is voluntary and subject to the following terms:

(a) Content must not include any image or text that you do not have the right to share, including, without limitation, third party trademarks or copyrighted materials or that which misappropriates a person's right of publicity. For example, if you did not take the picture or there is another person in the photo, you may not have the right to post it.

(b) Content must be appropriate and in compliance with the Company's Standards of Business Conduct. Inappropriate Content is prohibited. Examples of inappropriate Content include, but are not limited to, nudity, partial nudity, obscene, provocative, pornographic, violent, misleading, malicious, discriminatory, threatening, offensive, harassing, tortious, defamatory, vulgar, libelous, hateful, abusive, unlawful or otherwise racially, ethnically or questionable Content.

(c) The Company reserves the right to direct Benevity to remove and delete any Content, at any time for any reason. Any Content posted to the Site may be provided by Benevity to the Company.

(d) As a condition of uploading Content to a site, you (i) hereby grant to the Company a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license (with sublicense and assignment rights) to use, distribute, modify, delete, display (both on Company intranets and elsewhere), reproduce and create derivative works of the Content for business purposes; (ii) consent to the transfer of Content to countries outside of the European Union which have data protection laws that may be different or less

protective than such laws in a European Union member state; and (iii) represent that the Content meets the criteria set forth above and that you have the right to provide it to the Company for purposes under this license.

2.4 You acknowledge and agree that Benevity, Benevity Fund and their respective directors, officers, agents, employees, affiliates, successors and assigns (the “Benevity Parties”) will not have any liability or responsibility to you in connection with any of the Company’s Giving Programs, and you release and forever discharge the Benevity Parties from all claims in connection with such matters.

3. Types of Donations

3.1 There are several types of donation transactions available through the Benevity Platform, depending upon the nature and mechanics of the relevant Giving Program in the Site. These transactions may include a direct gift (donation made by you and consisting of your funds), a donor advice gift (for example, a “dollars for doer’s” or volunteer program grant) or a matching gift (donations where funds are matched by the Company or another party).

3.2 The Company will determine, in its sole discretion, whether the allocation of donation amounts result in a direct gift, donor advice gift and/or matching gift, as the case may be.

3.3 The following applies to the different types of gifts described in Section 3.1 above:

(a) Direct Gifts: In the case of a direct gift (such as a donation from your own funds as a workplace giving deduction), it is intended that the donation and any tax receipt be for your credit. Upon the donation amount being allocated to you within the Benevity Platform and the corresponding funds being transferred to Benevity Fund, the donation will normally represent a tax deductible gift by you, subject to the laws and regulations of the jurisdiction where you are subject to taxation, Benevity Fund’s receipt and approval of the donor advice and to the rules described in Section 7 below relating to frustrated gifts (such as where the chosen charity is no longer eligible under the Program Guidelines) (the “Default Rules”).

(b) Donor Advice Gifts: In the case of a donor advice gift (such as a charitable gift card, “Dollars for Doers” grant or similar awards or some Matching Gifts), it is intended that the recipient of the gift receive only the right to choose and recommend the donee charity of the gift. The donation amount will normally represent a tax deductible donation by the original donor to Benevity Fund rather than the gift recipient, subject to Benevity Fund’s receipt and approval of the donor advice to be provided by the donor recipient and to the Default Rules.

(c) Matching Gifts: The Benevity Platform also enables the Company to “match” donations or other contributions made by users of the Site on terms determined by it (a “Matching Program”). A matching component from the Company does not normally result in donors directly acquiring donation amounts as described above. Matching Programs result in the Company making a donation to Benevity Fund for which, upon the corresponding funds being transferred to Benevity Fund, a tax receipt will normally be available in the name of the Company, as the case may be, in the manner of a direct gift, subject to Benevity Fund’s approval of the donor advice and to the Default Rules.

4. Donation Mechanics and Fees

4.1 In delivering certain aspects of the Giving Programs and the Site, the Company utilizes both the Benevity Platform and the services of Benevity Fund. Depending upon the nature of the Site, it may also utilize the services of other foundations to effect similar results for users in other countries.

4.2 By using the Site and participating in the Company’s Giving Programs, you agree to allow the Company to act as your agent in connection with gifts you make via payroll deduction as further

described in Section 6. Subject to adjustments permitted under these Terms, a donation is deemed to have been made to Benevity Fund, and is non-refundable, on the date Benevity Fund becomes the beneficial owner of unrestricted funds representing the allocation donation transactions (the "Donation Date"). Except with respect to donations made by payroll deduction, Benevity Fund is deemed to be the beneficial owner of donation funds at the time that Benevity Fund receives such donation funds. With respect to payroll deductions, Benevity Fund is deemed to be the beneficial owner of donation funds once Benevity has updated the status of the donation credits in the Benevity Platform after receiving confirmation from the Company that the appropriate deduction has been made from your pay; provided, however, that once such deduction has been made from your pay, the Company is under no obligation to reverse the deduction except when the donation has been canceled as permitted under these Terms.

4.3 Such gifts will be received by Benevity Fund or by the Company as agent to be transferred to Benevity Fund, and thereafter will normally be considered a tax deductible donation made by you to Benevity Fund. All donations, will be subject to a "donor advised fund arrangement" in your favor, and will be subject to a charity service fee of 4.8% payable to Benevity Fund which, unless paid for by the Company, is deducted from the amounts disbursed by Benevity Fund to the Eligible Charities (the "Charity Service Fee"). In the event your donation is made by credit or other payment card using the credit card/merchant account (or equivalent) facilities made available through the Site, the amount of the donation received by the Eligible Charity may also be reduced by such merchant account charges (unless paid for by the Company). Such merchant account charges ("Merchant Fees") will be deducted from amounts distributed to Eligible Charities in a manner similar to the Charity Service Fee. For clarity, the donation amount that will be tax deductible to you, where available, is the amount that you intend to donate to the eligible charity before any deductions of the Charity Service Fee and any applicable Merchant Fees are applied.

4.4 You can cancel, change or adjust your selection of and allocation to eligible charities at any time in your 'Personal Dashboard' on the Site. Any such cancellation, change or adjustment will only affect donations made after the date of such cancellation, change or adjustment and will not affect current or scheduled recurring payroll-based or credit card donations unless made prior to the close of any relevant payroll deduction or processing period as specified on the Site or otherwise applicable to the Company. Your Personal Dashboard will also show the donations made by you or on your behalf to Benevity Fund. Pursuant to the laws applicable to a "donor advised fund arrangement": (i) you agree that Benevity Fund, as the recipient of the donation, will consider your advice in determining which Eligible Charities will receive the donation of Benevity Fund; and (ii) you acknowledge that you have no legal power to compel Benevity Fund, as recipient of the donation, or the Company, as agent of Benevity Fund, to donate in accordance with such advice.

4.5 Before any donation is formally effected such that a valid tax receipt is available, Benevity Fund must be in receipt of funds from or via the Company or the applicable merchant account provider representing all donation currency allocated by you. Once such amounts have been donated or deemed donated pursuant to the relevant Giving Program and these Terms, the funds are beneficially owned by Benevity Fund and a donation is effectively made on your behalf. Benevity Fund's distribution of such funds is then subject to receipt of donor advice and to the approval of such advice by Benevity Fund in its discretion. All donation transactions made through the Site are non-refundable once the funds with respect to a donation transaction are beneficially owned by Benevity Fund.

5. Tax and Tax Receipts

5.1 You are solely responsible for any personal tax or other liability arising from your use of the Site or the Benevity Platform and/or your participation in any of the Company's Giving Programs, whether by donation of money, attending any volunteering event, or otherwise. You should consult your own tax and legal advisors respecting the actual tax or other impact of donations made by you through the

Site. Notwithstanding anything contained in these Terms, you acknowledge and agree that in no event will Benevity, the Company or Benevity Fund be liable to you for any damages, direct or indirect, and including, without limitation, any tax, interest, fines, damages, penalties or other levies imposed by any taxing, governmental or other regulatory authority arising from or in connection with any of the Company's Giving Programs or your use of the Benevity Platform or the Site, and you hereby release and forever discharge the Company, Benevity, Benevity Fund and their respective directors, officers, agents, employees, contractors, affiliates, successors and assigns from any and all claims for direct or indirect damages, including, without limitation any tax, interest, fines, damages, penalties or other levies imposed by any taxing, governmental or other regulatory authority arising from or in connection with any of the Company's Giving Programs, your use of the Benevity Platform or the Site or otherwise.

5.2 If you are a United States taxpayer and in compliance with these Terms, you will normally receive a tax receipt (PDF file accessible at the Site or by email) with respect to applicable gifts made by or on your behalf to Benevity Fund during a calendar year as soon as practicable and in any event within one (1) month after the end of that year (alternatively, depending upon the configuration of the Site by the Company, certain of your gifts may be reflected on your employee payroll record). The relevant date of the tax receipt will be the Donation Date in the tax year in which the amounts were donated to Benevity Fund in accordance with these Terms. Please note that if you do not request a tax receipt via the Site, or if you do not provide the required information for tax receipt issuance on or prior to December 31 in any calendar year in which donation amounts have been allocated to you, you may not be entitled to a receipt for donations made in that year (see the Default Rules in Section 7 below).

6. Employer as Your Agent

6.1 By accepting these terms, you have irrevocably appointed the Company as your agent to receive funds from you on account of donations you make through participation in Giving Programs and agree that:

(a) in the case of a donation made via payroll deduction, the Company may deduct from your pay an amount equal to the donation amounts you specify in the Benevity Platform;

(b) after the applicable amount has been deducted from your pay until the Donation Date, these funds will be held by the Company for your benefit to be transferred to Benevity Fund, and the Company is under no obligation to reverse the deduction and refund the funds except when the donation has been canceled as permitted under these Terms;

(c) these funds may be commingled with funds received as agent or trustee for other users on account of donation amounts earned or provided by such users;

(d) the Company or its designee, as agent, has all the powers of a natural person with respect to these funds, including, without limitation, all those necessary to deal with and transfer or gift these funds pursuant to the Terms and any Giving Program agreement;

(e) the Company or Benevity Fund can deduct fees from the donation as required;

(f) neither the Company nor Benevity Fund has any responsibility or duty to invest any funds that it holds relating to any Giving Program, provided however that if interest is earned on these funds, Benevity Fund may apply such accrued interest as it thinks fit;

(g) in performing its obligations and duties hereunder, the Company will exercise the care, diligence and skill that a person of ordinary prudence would exercise in dealing with the property of another person;

(h) the Company may retain the services of Benevity Fund, Benevity or others to perform any of its obligations under the Terms, including its obligations as agent hereunder;

(i) the Company will be released from its obligations as agent upon the donation or deemed donation of these funds to or for the benefit of Benevity Fund;

(j) upon any suspension, disqualification or termination of these Terms, any Giving Program agreement or your privileges to use the Site, the Company will continue to be your agent under the Terms until such time as there are no longer any funds held by or on behalf of the Company for your benefit on account of donation currency, subject to the Default Rules; and

(k) the Company has the right to amend the Terms and the terms of this agency as it may determine in its sole discretion, with or without notice to you, provided that no amendment may change the beneficial ownership of any of the funds which it holds on your behalf as agent without your consent.

6.2 the Company accepts its appointment as agent pursuant to these Terms.

7. Default Rules

7.1 It is intended that there be no “breakage” within the Benevity Platform, such that all donation currency ends up generating donation funds to an eligible charity. In certain circumstances identified below (collectively called the “Default Rules”), the results of intended actions within the Benevity Platform or the relevant Giving Program may be modified in the manner specified where a Default Rule is applicable.

7.2 In circumstances where: (i) donor advice is not provided within the time specified in the Site and in any event within 12 months following December 31 of the year in which the donation amounts were allocated to a user; (ii) an eligible charity requested as part of donor advice is (a) no longer registered and in good standing with the United States Internal Revenue Service or other relevant regulatory agency, or (b) is otherwise no longer in the eligible charity database; or (iii) Benevity Fund, exercising its discretion under a “donor advised fund arrangement”, chooses to disagree with or ignore the donor advice, then Benevity Fund will make or request the Company to make the determination of the eligible charity to which such donation will be made.

7.3 In circumstances where: (i) the relevant donor has not provided sufficient funds equal to allocated donation amounts; or (ii) bankruptcy or other legal process affecting any donor compels Benevity Fund to return any funds held by it respecting donation amounts, no donation can be deemed effected and no receipt issued unless and until funds representing the allocated donation currency are unequivocally transferred to Benevity Fund.

8. Privacy

8.1 The information you provide is required to manage your use of the Site and your participation in the Giving Programs. By using the Site and participating in the Giving Programs, you consent to and authorize (i) the Company, Benevity, and Benevity Fund, including their respective subsidiaries and affiliates; and (ii) any third parties with whom any of the foregoing may contract in order to provide the services to you, to share information about you, including your personal information and your participation in the Company's Giving Program, (a) as may be necessary to administer, enforce, service or fulfill these Terms, your use of the Site, and your participation in the Company's Giving Programs; and (b) to analyze Site usage.

8.2 Using the privacy settings within the Site, you may choose or change (by ticking the relevant check-boxes in your personal profile on the Site or at the time of making a donation) whether and to what extent information identifying you as a donor will be given to any other eligible charity, except as may

be permitted in accordance with these Terms and applicable law. The collection, use and disclosure of personal information received about, or from, you by Benevity will be processed by Benevity in accordance with Benevity's Privacy Policy and any applicable law.

9. Miscellaneous

9.1 Notwithstanding the governing law of any agreement between you and the Company, these Terms are governed by the laws applicable in the State of New York, and you agree to irrevocably submit to the exclusive jurisdiction of the State of New York. Any interpretation, question or dispute regarding a Giving Program or these Terms will be resolved at the sole discretion of the Company or Benevity, as the case may be. If any provision of these Terms is invalid or unenforceable, the invalidity or unenforceability of such provision will not affect the validity or enforceability of the remaining provisions of these Terms.

9.2 These Terms constitute the entire agreement between you, the Company, Benevity and Benevity Fund regarding the matters addressed in these Terms and your utilization of the Benevity Platform in the Site, including without limitation your entitlement to be paid the funds held by or on behalf of the Company for your benefit on account of donations.

9.3 The Company, Benevity and Benevity Fund may rely on your acceptance of and agreement with these Terms. No person or entity other than you, the Company, Benevity or Benevity Fund is intended to be a beneficiary of, or may rely on, these Terms unless expressly stated herein. If you have any questions regarding these Terms, your use of the Site or any other matter relating to the Company's Giving Programs, please contact us at support@benevity.com.