

Find Funders — Terms of Service

Last Updated: August 20, 2025

1. Acceptance of Terms

These Terms of Service (the “Terms”) govern your access to and use of findfunders.org, our reports, data files, PDFs, CSVs, APIs (if any), related sites, and any services or deliverables we provide (collectively, the “Services”). By accessing or using the Services, you agree to be bound by these Terms. If you are agreeing to these Terms on behalf of an organization, you represent that you have authority to bind that organization. If you do not agree, do not use the Services.

2. Who We Are

“Find Funders,” “we,” “our,” or “us” refers to the operator of findfunders.org. Find Funders is a trade name. The current legal owner/operator is [insert full legal name or entity, e.g., “Find Funders LLC”]. Replace this placeholder with the correct legal entity or individual name and address for enforceability. Contact: support@findfunders.org.

3. Changes to Terms

We may update these Terms from time to time. The “Last Updated” date above reflects the latest version. Updates are effective upon posting. Your continued use of the Services after changes become effective constitutes acceptance of the updated Terms.

4. Eligibility

You must be at least 18 years old and capable of forming a binding contract to use the Services. You may use the Services on behalf of a legal entity only if you have authority to do so.

5. Accounts and Security

You are responsible for safeguarding any credentials and for all activities under your account. Notify us immediately if you suspect unauthorized access. We may suspend or terminate accounts for violation of these Terms or suspected misuse.

6. Orders, Pricing, and Payment

Prices are quoted in U.S. dollars and exclude taxes unless stated otherwise. We may use third-party payment processors (e.g., Stripe). By submitting a payment, you authorize us and our processor to charge your payment method for all amounts due, including applicable taxes. We may change prices prospectively at any time. All sales are final except where required by law or expressly stated otherwise in writing by us. We may reject or cancel any order and will refund amounts paid for orders we cancel prior to delivery.

7. Deliverables; License and Use

Our Services often include delivery of research reports, summaries, PDFs, CSVs, and similar outputs (collectively, “Deliverables”). Subject to your compliance with these Terms and payment of applicable fees, we grant you a limited, non-exclusive, non-transferable, non-sublicensable license to use the Deliverables internally within your organization for your own bona fide fundraising research and planning. Except as expressly permitted, you may not resell, repackage, publish, or make Deliverables publicly available or use them to create a competing product or service. If you need broader rights (e.g., sharing with external contractors or affiliates), contact us for a separate written license.

8. No Legal, Tax, Financial, or Fundraising Advice

We are not a law firm, accounting firm, or fundraising counsel, and the Services do not constitute legal, tax, financial, investment, or professional fundraising advice. Deliverables are for informational purposes only. You are solely responsible for your decisions and for complying with all applicable laws and regulations (including charitable solicitation and donor privacy laws, CAN-SPAM, and the TCPA).

9. Data Sources; Accuracy; AI-Assistance

Our Deliverables may incorporate data from public sources (e.g., IRS Forms 990 and related datasets) and third-party licensors, as well as information you provide. We may use artificial intelligence and automated methods to generate or summarize content. Data may be incomplete, outdated, or inaccurate, and outputs may contain errors or omissions. YOU MUST INDEPENDENTLY VERIFY CRITICAL INFORMATION BEFORE RELIANCE. WE DO NOT GUARANTEE ANY SPECIFIC OUTCOME (INCLUDING ANY FUNDING RESULT), COMPLETENESS, RELIABILITY, OR ACCURACY.

10. Customer Content and Confidentiality

If you submit names, criteria, or other materials (“Customer Content”) for use with the Services, you grant us a non-exclusive license to use, reproduce, process, and analyze Customer Content solely to provide and improve the Services to you. We will not disclose your non-public Customer Content to third parties except to service providers under confidentiality obligations, as required by law, or with your consent. You represent that you have all rights and lawful bases necessary to provide Customer Content and that it does not include sensitive personal data unless expressly agreed in writing. We are not a HIPAA covered entity or business associate unless separately agreed in a signed BAA.

11. Third-Party Services and Processors

We may rely on third-party services and vendors (e.g., hosting, data enrichment, analytics, AI model providers, and payment processors). Your use of such services may be subject to their terms. We engage these processors under agreements requiring appropriate protections, and they act on our instructions. We do not permit third-party AI providers to train public models on your non-public Customer Content without your consent.

12. Acceptable Use

You agree not to: (a) misuse the Services; (b) attempt to access data without authorization; (c) copy, scrape, crawl, harvest, or index the Services or Deliverables except via clearly documented endpoints we provide; (d) reverse engineer or circumvent technical protections; (e) use the Services to infringe or violate rights of others; (f) interfere with operation of the Services; (g) use the Services for spam, unlawful telemarketing, or to violate CAN■SPAM, TCPA, do■not■call rules, or similar laws; or (h) submit malware or harmful code. We may rate■limit or block automated access at our discretion.

13. Intellectual Property

We and our licensors own all rights, title, and interest in and to the Services, Deliverables (subject to Section 7 license), software, workflows, templates, designs, and all intellectual property therein. Except for the limited rights expressly granted, no rights are transferred. If you provide feedback or suggestions, you grant us a perpetual, irrevocable, royalty■free license to use them without restriction or attribution.

14. Publicity

We may identify your organization name and logo as a customer in our marketing materials and on our website, provided we use them in accordance with your brand guidelines if supplied. You may opt■out of this by emailing support@findfunders.org prior to or at any time during your engagement; we will remove references within a reasonable period.

15. Privacy

Our collection and use of personal information is described in our Privacy Policy, which is incorporated by reference. Please review it carefully. By using the Services, you consent to our processing consistent with that policy.

16. Taxes

You are responsible for all taxes, duties, and similar governmental assessments associated with your purchases, excluding taxes based on our net income. We may collect taxes where required.

17. Refunds and Chargebacks

Unless expressly stated otherwise, all sales are final. If you believe we made a material error, contact support@findfunders.org within 7 days of delivery with details; we may, at our discretion, attempt to correct the issue or offer a courtesy remedy. Initiating a chargeback without first contacting us may result in suspension of access to the Services.

18. Suspension and Termination

We may suspend or terminate your access to the Services at any time for any reason, including violation of these Terms or non■payment. Upon termination, your license to Deliverables (Section 7) survives solely for Deliverables already delivered and paid for, subject to ongoing compliance with these Terms.

19. Disclaimers

THE SERVICES AND DELIVERABLES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, ACCURATE, OR UNINTERRUPTED.

20. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COVER, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY. OUR TOTAL LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES OR THESE TERMS WILL NOT EXCEED THE AMOUNTS YOU PAID TO US FOR THE DELIVERABLE GIVING RISE TO THE CLAIM IN THE 3 MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY. SOME JURISDICTIONS DO NOT ALLOW LIMITS ON LIABILITY; SOME LIMITS MAY NOT APPLY TO YOU.

21. Indemnification

You will defend, indemnify, and hold harmless Find Funders and our affiliates, officers, directors, employees, and agents from and against any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to (a) your use of the Services or Deliverables; (b) your Customer Content; (c) your violation of these Terms or applicable law; or (d) your interaction with any prospective funders or third parties identified in Deliverables.

22. Export and Sanctions Compliance

You represent that you are not located in, under the control of, or a national or resident of any country or entity subject to U.S. embargo or sanctions, and that you are not a prohibited party under U.S. export laws. You agree to comply with all applicable export, re-export, and sanctions laws.

23. Force Majeure

We will not be liable for delays or failures caused by events beyond our reasonable control, including acts of God, natural disasters, war, terrorism, labor conditions, governmental actions, internet or telecommunications failures, or third-party platform outages.

24. Dispute Resolution; Arbitration; Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY. To the fullest extent permitted by law, any dispute, claim, or controversy arising out of or relating to these Terms or the Services will be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The seat and venue of arbitration is Chicago, Illinois, and one arbitrator will preside.

Judgment on the award may be entered in any court of competent jurisdiction. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS ONLY IN OUR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. You may opt out of this arbitration agreement within 30 days of first accepting these Terms by emailing legal@findfunders.org with subject line "Arbitration Opt Out" and your full name and organization.

25. Governing Law and Venue

These Terms are governed by the laws of the State of Illinois, without regard to conflict of laws principles. Subject to Section 24 (Arbitration), the exclusive jurisdiction and venue for any permitted court proceedings will be the state and federal courts located in Cook County, Illinois, and you consent to personal jurisdiction there.

26. Notices

Notices to us must be sent to: [insert legal name], Attn: Legal, [insert mailing address], and to legal@findfunders.org, with a copy to support@findfunders.org. We may provide notices to you via email, your account, or by posting on our site.

27. Assignment

You may not assign or transfer these Terms (by operation of law or otherwise) without our prior written consent. We may assign these Terms without restriction. Any unauthorized assignment is void.

28. Severability; Waiver; Entire Agreement

If any provision of these Terms is found unenforceable, the remaining provisions will remain in full force and effect. Our failure to enforce any provision is not a waiver. These Terms, together with any order forms or policies referenced herein (e.g., Privacy Policy), are the entire agreement between you and us regarding the Services and supersede any prior agreements on the same subject matter.

29. Beta and Trial Features

We may offer beta or trial features at our discretion. Beta features are provided "AS IS" without warranties and may be modified or discontinued at any time. We may limit access or usage thresholds.

30. Contact

Questions? Contact support@findfunders.org. For legal notices, use legal@findfunders.org. Replace placeholders with correct legal entity information before publishing.