

**PHILANTHROPY AND ALUMNI RELATIONS
DONOR PAGES TERMS OF USE**

Approved by Administrative Council

Effective Date 04/20/2026

I. Purpose and Scope

This Donor Pages Terms of Use (“Terms”) applies to the donor- and fundraising-related websites, webpages, and online services that are operated by or on behalf of Roseman University Health Sciences, a Nevada nonprofit corporation (the “University,” “we,” “us,” or “our”) and that link to or display this Notice, (collectively, the “Donor Pages”).

The Donor Pages include, without limitation, the Roseman University of Health Sciences: Blackbaud Donor Portal, Planned Giving pages, and the Roseman Alumni Network pages, and any other donor or fundraising pages the University operates now or in the future.

Use of the Donor Pages is also subject to the Donor Website Privacy Notice.

By accessing or using the Donor Pages, you agree to these Terms. If you do not agree, do not use the Donor Pages.

II. Acceptable Use

Use the Donor Pages only for lawful purposes and in a way that does not compromise its security or operation. Do not:

- a. attempt to gain unauthorized access to the Donor Pages, accounts, or systems;
- b. interfere with or disrupt the Donor Pages or its networks;
- c. introduce malware or harmful code;
- d. use automated means (such as bots or scrapers) to access or collect information from the Donor Pages without our prior written permission; or
- e. use the Donor Pages to transmit unlawful, infringing, or abusive content.

III. Intellectual Property; Copyright; Trademarks

The Donor Pages and its content (including text, graphics, logos, images, videos, and software) are owned by or licensed to the University. They are protected by copyright, trademark, and other laws.

The University’s names, logos, and trademarks may not be used without our prior written permission. All other names, logos, and marks are the property of their respective owners.

IV. Donor Portal Accounts (If Available)

If the Donor Pages allows you to create an account:

- a. you are responsible for maintaining the confidentiality of your login credentials and for activity under your account;
- b. you agree to provide accurate and current information; and
- c. we may suspend or terminate access to your account to protect you, the Donor Pages, or the University, including if we reasonably believe your account is being misused or compromised.

V. Linking Policy

You may link to the Donor Pages's public pages for noncommercial purposes, provided the link is fair and does not imply University affiliation or endorsement. Framing or mirroring Donor Pages content requires our prior written permission. We may revoke linking permission at any time.

VI. Third-Party Links and Services

The Donor Pages may include links to third-party sites or services (for example, payment processors). We do not control those third parties and are not responsible for their content, security, or privacy practices. Your use of third-party sites is at your own risk and subject to their terms of use.

VII. Disclaimers

The Donor Pages is intended for informational and fundraising purposes. We do not guarantee uninterrupted, error-free, or secure access, nor do we warrant that content is complete or current.

To the fullest extent permitted by law, the Donor Pages is provided "as is" and "as available," without warranties of any kind, whether express or implied, including warranties of merchantability, fitness for a particular purpose, and non-infringement.

VIII. Limitation of Liability

To the fullest extent permitted by law, the University and its trustees, officers, employees, and agents will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or any loss of use, profits, revenue, data, or goodwill, arising out of or related to your use of (or inability to use) the Donor Pages, even if advised of the possibility of such damages.

To the fullest extent permitted by law, the University's total liability for all claims arising out of or relating to the Donor Pages will not exceed the greater of (a) USD \$1,000 or (b) the amount you donated through the Donor Pages in the 6-month period before the event giving rise to the claim.

Where limitations of liability, are prohibited by law, then limitation of liability shall not apply.

IX. DMCA/Copyright Infringement Complaints

If you believe content on the Donor Pages infringes your copyright, please send a written notice to our designated agent: pr@roseman.edu.

Your notice must include: (i) identification of the copyrighted work, (ii) identification of the material you believe is infringing (including a URL), (iii) your contact information, (iv) a statement that you have a good-faith belief the use is not authorized, and (v) a statement under penalty of perjury that the information is accurate and you are the owner or authorized to act on the owner's behalf.

X. Governing Law; Venue

These Terms are governed by the laws of the State of Nevada, without regard to conflict-of-laws principles. Any dispute arising out of or relating to these Terms or the Donor Pages will be brought exclusively in the state or federal courts located in Clark County, Nevada, and you consent to personal jurisdiction and venue in those courts.

XI. Dispute Resolution

The parties shall make a good faith effort to resolve any disputes.

If the parties are unable to resolve the dispute through informal discussions, either party may submit a written complaint to the other party describing the dispute and proposing a manner of resolving such dispute. The party receiving such complaint shall respond by accepting, rejecting, or modifying such proposed resolution, in writing, within twenty (20) of the date of receipt of such complaint.

If still unresolved, each party shall meet in person or via video, within twenty (20) days for a reasonable amount of time as mutually agreed upon. This meeting shall be attended by at least one senior member of each party with the authority to settle disputes.

Only after the parties have tried in good faith to resolve disputes through the above means, and failed, may either party submit the dispute to binding arbitration in accordance with the rules and regulations of the American Arbitration Association. Both parties; therefore, waive right to sue in court or have jury trial for all claims. The parties shall share equally in the cost of arbitrating such disputes. The arbitration will take place in Las Vegas, Nevada. An arbitration decision is final and may be entered in any court having jurisdiction in Las Vegas, Nevada.

XII. Changes

We may update these Terms from time to time. The "Effective Date" above indicates when these Terms were last updated. Your continued use of the Donor Pages after changes become effective means you accept the updated Terms.

XIII. Contact

Questions about these Terms: email giving@roseman.edu