

Effective Date: February 13, 2024, 10am Pacific Time

# GoFundMe Beneficiary Guarantee

## Are you a recipient?

If there is a fundraiser on your behalf and GoFundMe finds evidence of Misuse, then you may qualify for a contribution under this Guarantee. Some requirements and restrictions may apply. Please review our [Help Center](#) and the Guarantee Policy terms below before completing your claim.

## GoFundMe Beneficiary Guarantee Policy

1. Introduction. In the rare case that an Organizer does not deliver funds to the intended recipient(s) of a fundraiser (the “Beneficiary”), the GoFundMe Beneficiary Guarantee (the “Beneficiary Guarantee” or this “Policy”) offers protection. This Policy applies to Beneficiaries of fundraisers created on or after the Effective Date.\*
2. For Beneficiaries. You, as a Beneficiary, may request a payment from GoFundMe when a misuse has occurred because an Organizer failed to deliver to you the donations made online via the GoFundMe platform (“Platform”).

GoFundMe may decide to refund donors, in whole or in part, instead of providing you with payment. Such a decision and all other decisions made by GoFundMe in connection with this Policy, including whether misuse has occurred, are decided by GoFundMe in its sole and absolute discretion, and all of its decisions are final.

3. Exclusions. The following situations are excluded under this Policy:
  1. Submitting a claim more than one (1) year after the fundraiser’s creation date;
  2. Filing fraudulent, excessive (more than three claims totaling more than an aggregate of \$100,000 in a 12 month period), or duplicate claims;

3. Funds were appropriately delivered to someone other than you (e.g., you agreed someone else was the proper recipient, garnishment, or pursuant to a court order);
  4. Fundraisers where you are not the intended Beneficiary, even if you incur expenses for which the fundraiser raised money;
  5. You reside in a country where GoFundMe is unable to send funds (e.g. due to sanctions); or
  6. Your funds were collected through a non-profit organization, such as a donor-advised fund (e.g. PayPal Giving Fund) or GoFundMe.org.
4. Submitting a Claim. To make a claim under this Policy, you must meet each of the following criteria:
1. You are clearly identified in the fundraiser as a Beneficiary;
  2. You did not receive from the Organizer all of the funds raised by the fundraiser, less any refunds / chargebacks, offline donations, and any other applicable transaction fees;
  3. You notified the Organizer of your concern, used reasonable efforts to try to remedy the circumstances of the misuse before submitting a claim (for example, you asked the Organizer for evidence of proper use or distribution of the funds), and the Organizer either failed to respond or refused your request;
  4. You did not in any way cause, contribute to, participate in, or induce the misuse, whether directly or indirectly;
  5. You have reported the misuse to your local law enforcement authority in the form of an official written report; and
  6. You fully completed the claim form below and complied with all subsequent requests for information for our evaluation and processing of your claim.

Additionally, by submitting a claim, you agree to: (a) fully cooperate with any investigation by GoFundMe or a law enforcement authority; (b) notify GoFundMe if at any time you receive any communication or funds from the Organizer; and (c) if you receive compensation for

your claim from any person or entity other than GoFundMe (for example, you receive a money from the Organizer through a court proceeding), promptly return to GoFundMe, the amount provided to you up to the amount you received under this Policy.

[Submit a beneficiary claim here](#)

We reserve the right to investigate anyone through any appropriate means and to take appropriate action against anyone who, in our sole and absolute discretion, violates any of the terms or the spirit of this Policy or the [Terms of Service](#).

5. No Assignment or Insurance or Warranty. This Policy is not intended to constitute an offer to insure, does not constitute insurance or an insurance contract, does not take the place of insurance obtained or obtainable by you, and you have not paid any premium in respect of the Policy. The benefits provided under this Policy are not assignable or transferable by you. This Policy is not a warranty against fraud or any other misuse of the Platform.
6. Modification or Termination. GoFundMe reserves the right to modify or terminate this Policy, at any time, in its sole and absolute discretion, and without prior notice. If we modify this Policy, we will post the modification on the GoFundMe website or provide you with notice of the modification and we will continue to process all claims made prior to the effective date of the modification.
7. GoFundMe's [Terms of Service](#). The terms of this Policy are hereby incorporated by reference into GoFundMe's [Terms of Service](#). In the event of conflict, the [Terms of Service](#) will take precedence over the terms of this Policy. This Policy shall not diminish or waive any disclaimer, limitation, or indemnification under the [Terms of Service](#). Capitalized terms not otherwise defined herein shall have the meaning set forth in the GoFundMe [Terms of Service](#). All resolutions hereunder shall be decided by GoFundMe in its sole and absolute discretion.
8. No Waiver. You agree that GoFundMe's decision to compensate you under this Policy does not constitute a waiver of its right to

decline refunds, payments, or other benefits in the future for any reason at its sole and absolute discretion.

9. Questions. If you have any questions about this Policy, please contact us at [legal@gofundme.com](mailto:legal@gofundme.com).

\*Beneficiaries of fundraisers created prior to the Effective Date are covered under the prior GoFundMe Beneficiary Guarantee policy.