

Effective Date: January 31, 2024, 10am Pacific Time

## GoFundMe Giving Guarantee Policy

1. Introduction. In the rare case of misuse or abuse, the GoFundMe Giving Guarantee (the “Giving Guarantee” or this “Policy”) protects our donors. This Policy applies to donations made on or after the Effective Date.\*
2. For Donors. Donors can request a refund of donations made online via the GoFundMe platform (“Platform”) to a fundraiser. GoFundMe will determine, in its sole and absolute discretion, if misuse or abuse has occurred.
3. Exclusions. The following situations are excluded under this Policy:
  1. Requesting a refund more than one (1) year after the donation is made;
  2. Seeking a refund for donations not made on the Platform;
  3. Seeking a refund for donations made through a donor-advised fund (DAF) (including the PayPal Giving Fund);
  4. Seeking a refund for your donation to your own fundraiser;
  5. Seeking a refund for your donation that was already charged back; and
  6. Filing abusive claims, including excessive (more than three times in one month) or duplicate claims.
4. Submitting a Claim. To make a claim under this Policy, you must meet each of the following criteria:
  1. You still own the payment instrument you used to make the donation at issue and are authorized to accept a funds transfer back onto that payment instrument;
  2. You did not in any way cause, contribute to, participate in, or induce the misuse or abuse, whether directly or indirectly; and
  3. 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 fully cooperate with any investigation by GoFundMe or a law enforcement authority and notify GoFundMe if at any time you receive any communication or funds from the Organizer or Beneficiary.

[Submit a donor claim here](#)

Please note that when a refund is issued, the Organizer is notified of the refund and the donor's name. All other information provided in the donor claim is kept confidential.

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. Entire Agreement and Definitions. This Policy constitutes the entire and exclusive understanding and agreement between GoFundMe and you regarding the subject matter herein and supersedes and replaces any and all prior oral or written understandings or agreements between GoFundMe and you regarding your ability to claim or qualify for a refund from GoFundMe.
8. 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.

9. No Waiver. You agree that GoFundMe's decision to refund 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.

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

\*Donations made prior to the Effective Date are covered under the prior GoFundMe Guarantee policy.