

# MPC Platform Terms of Service

Please read these Terms of Service carefully before using the MPC Solutions Platform. By accessing or using the Platform, you agree to be bound by these Terms.

## 1. Parties and Acceptance

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### 1.1 Who These Terms Apply To

These Terms are a binding agreement between MPC Solutions, LLC, a Florida limited liability company ("MPC Solutions," "we," "us"), and the organization or individual using the Platform ("Client," "you"). By creating an account or using any part of the Platform, you confirm that you have authority to bind your organization to these Terms.

### 1.2 Eligibility

You must be at least 18 years old with legal authority to enter contracts on behalf of your organization. The Platform is intended for nonprofit organizations, fiscally sponsored projects, and organizations with pending nonprofit status in the United States.

### 1.3 Updates to These Terms

We may update these Terms periodically. We will notify you of material changes by email at least 30 days before they take effect. Continued use after the effective date constitutes acceptance.

## 2. Description of Services

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### 2.1 The Platform

The MPC Solutions Platform is a cloud-based nonprofit management suite including the following modules (availability depends on your plan):

- GrantTrack: Grant lifecycle tracking, funder management, and deadline management
- DonorBase: Donor relationship management and gift tracking
- ImpactLens: Program management and impact measurement
- BoardView: Board governance and meeting management
- VolunteerHub: Volunteer recruitment, scheduling, and hour tracking
- FundFlow: Nonprofit financial oversight and budget tracking

### 2.2 Consulting Services

MPC Solutions also offers nonprofit consulting services separate from the Platform, governed by separate engagement letters. These Terms apply to Platform access only.

### 2.3 Beta Features

Features marked as beta are provided as-is, may be discontinued at any time, and are not covered by service level commitments.

## 3. Accounts and Access

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### 3.1 Account Registration

You agree to provide accurate information during registration and keep your account information updated.

### 3.2 Account Security

You are responsible for maintaining the confidentiality of your credentials and all activity under your account. Notify us immediately at [support@mpcsolutions.org](mailto:support@mpcsolutions.org) if you suspect unauthorized access.

### **3.3 User Roles**

The Platform supports Administrator, Staff, Board Member, and Volunteer roles. You are responsible for assigning appropriate roles and ensuring users within your organization comply with these Terms.

### **3.4 Multi-Tenant Architecture**

The Platform is multi-tenant. We implement technical safeguards so each organization's data is logically isolated. No organization can access another organization's data.

## **4. Subscription Plans and Payment**

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### **4.1 Plans and Pricing**

Plans: Starter (\$49/month), Growth (\$99/month), and Pro (\$179/month). Annual billing is available at a discount. Prices may change with 60 days' written notice.

### **4.2 Billing**

Subscriptions are billed in advance. Payment is processed via Stripe, Inc. All fees are non-refundable except as stated herein.

### **4.3 Founding Tier**

Founding clients receive permanent free access as specified in their founding client agreement. We reserve the right to modify or discontinue the free tier with 90 days' written notice.

### **4.4 Late Payment and Suspension**

If payment fails, we will attempt to process again within 7 days. Accounts outstanding after 14 days may be suspended. Data is preserved during suspension. Accounts suspended more than 90 days may be terminated with 30 days' notice.

### **4.5 Taxes**

You are responsible for any applicable taxes on your use of the Platform.

## **5. Your Data and Content**

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### **5.1 Ownership**

You retain full ownership of all data you input into the Platform ("Client Data"). MPC Solutions claims no ownership rights in your Client Data.

### **5.2 License to Process**

You grant MPC Solutions a limited license to store and process your Client Data solely to provide the Platform services. We will not use your data for any other purpose without your consent.

### **5.3 Data Accuracy**

You are solely responsible for the accuracy and legality of Client Data you input. MPC Solutions is not responsible for errors in your data.

### **5.4 Data Export and Portability**

You may export your Client Data at any time in CSV, Excel, or PDF format. Upon account termination, you have 30 days to export data before deletion.

## 5.5 Donor and Constituent Data

You are responsible for obtaining all necessary consents from donors, participants, board members, and volunteers whose information you store in the Platform, and for ensuring your use complies with all applicable laws.

## 6. Acceptable Use

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### 6.1 Permitted Use

The Platform is provided solely for legitimate nonprofit management purposes.

### 6.2 Prohibited Conduct

You agree not to:

- Use the Platform for any unlawful purpose or in violation of applicable laws
- Attempt to gain unauthorized access to the Platform or any other user's account
- Upload malicious code, viruses, or harmful files
- Interfere with or disrupt the Platform's integrity or performance
- Scrape or harvest Platform data by automated means
- Resell or sublicense access to the Platform without our written consent
- Misrepresent your organization's nonprofit status or eligibility

## 7. Intellectual Property

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### 7.1 Our Intellectual Property

The Platform and all related intellectual property is owned by MPC Solutions, LLC. These Terms grant you only the limited right to use the Platform as described herein.

### 7.2 Feedback

If you provide feedback about the Platform, you grant us a perpetual, royalty-free license to use that feedback without any obligation to you.

## 8. Confidentiality

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Each party agrees to keep confidential any non-public information disclosed by the other party. This does not apply to information that is publicly known, previously known to the receiving party, independently developed, or required to be disclosed by law.

## 9. Security and Uptime

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### 9.1 Security Measures

We implement industry-standard security including encrypted storage, row-level security isolation, HTTPS encryption, and access controls. No system is impenetrable and we cannot guarantee absolute security.

### 9.2 Incident Notification

In the event of a confirmed data security incident affecting your data, we will notify you by email within 72 hours of confirmation, to the extent permitted by law.

### 9.3 Uptime

We strive for high availability and target 99% uptime, excluding scheduled maintenance. We do not provide a formal SLA at this time.

## 10. Third-Party Services

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The Platform relies on third-party services including Supabase (database/auth), Vercel (hosting), Stripe (payments), and Postmark (email). Your use of these services is subject to their respective terms. MPC Solutions is not responsible for third-party service performance.

## 11. Disclaimers

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THE PLATFORM IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. WE DO NOT WARRANT THAT THE PLATFORM WILL BE ERROR-FREE OR UNINTERRUPTED. MPC SOLUTIONS DOES NOT PROVIDE LEGAL, FINANCIAL, TAX, OR COMPLIANCE ADVICE. YOU ARE SOLELY RESPONSIBLE FOR LEGAL COMPLIANCE.

## 12. Limitation of Liability

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MPC SOLUTIONS SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. OUR TOTAL LIABILITY SHALL NOT EXCEED THE GREATER OF FEES PAID BY YOU IN THE PRIOR 12 MONTHS OR \$100.

## 13. Indemnification

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You agree to indemnify and hold harmless MPC Solutions and its members, officers, and employees from any claims, liabilities, or expenses arising from your use of the Platform, your violation of these Terms, or your Client Data.

## 14. Term and Termination

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### 14.1 Termination by You

You may terminate by contacting [support@mpcsolutions.org](mailto:support@mpcsolutions.org). Termination takes effect at end of the current billing period. No refunds for unused periods.

### 14.2 Termination by Us

We may terminate or suspend your account for material breach, legal requirements, or with 30 days' written notice without cause.

### 14.3 Effect of Termination

Upon termination, access ceases immediately. Client Data is available for export for 30 days, then permanently deleted. Sections 5.1, 7, 8, 11, 12, 13, 15, and 16 survive termination.

## 15. Dispute Resolution

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### 15.1 Governing Law

These Terms are governed by the laws of the State of Florida.

### 15.2 Informal Resolution

Parties agree to attempt good-faith informal resolution for at least 30 days before initiating formal proceedings.

### 15.3 Binding Arbitration

Unresolved disputes shall be resolved by binding arbitration under AAA Commercial Arbitration Rules in Hillsborough County, Florida.

## **15.4 Class Action Waiver**

ALL CLAIMS MUST BE BROUGHT INDIVIDUALLY. NEITHER PARTY MAY PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION.

## **16. General Provisions**

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### **16.1 Entire Agreement**

These Terms, together with our Privacy Policy and any applicable order forms, constitute the entire agreement between you and MPC Solutions.

### **16.2 Severability**

If any provision is found unenforceable, remaining provisions remain in effect.

### **16.3 Assignment**

You may not assign these Terms without our written consent. We may assign in connection with a merger, acquisition, or asset sale.

### **16.4 Contact**

MPC Solutions, LLC | 762 Burlwood St, Brandon, FL 33511 | [support@mpcsolutions.org](mailto:support@mpcsolutions.org) | [mpcsolutions.org](https://mpcsolutions.org)