

# Your Social Fingerprint<sup>™</sup> Index

# Privacy Policy Terms & Conditions

## Privacy Statement

Effective date: January 1, 2024

Thank you for entrusting Gateway for Good, PBC ("G4G", "we",) and the Social Fingerprint Platform (the "Platform", the "Service") with your projects and your experiences! Holding on to your private information is a serious responsibility, and we want you to know how we're handling it.

We use your personal information as this Privacy Statement describes. No matter where you are, where you live, or what your citizenship is, we provide the same high standard of privacy protection to all our users around the world, regardless of their country of origin or location.

### What information G4G collects

"**Aggregated Statistics**" is a compilation of data and results from those that participate in the Social Fingerprint Index. This data is anonymous in that it is separated from individual users' personal or identifiable information.

"**User Personal Information**" is any information about one of our Subscribers or Users (collectively called "Users") which could, alone or together with other information, personally identify them or otherwise be reasonably linked or connected with them. Information such as an email address, a real name, zip code, gender, and an Internet protocol (IP) address are examples of "User Personal Information."

User Personal Information does not include aggregated, non-personally identifying information that does not identify a User or cannot otherwise be reasonably linked or connected with them. Please note that your profile information or index results may be visible to other Users of our Service, primarily Subscribers or Facilitators of your Social Fingerprint Experience.

#### Usage information

If you're accessing our Service or Website, we automatically collect the same basic information that most services collect, subject, where necessary, to your consent. This includes information about how you use the Service, such as the pages you view, the referring site, your IP address, selections made, session information, responses to questions, and the date and time of each request. This can be information we collect from every visitor to the Website, whether they become a User or not. This information may include User Personal information.

#### **Cookies**

As further described below, we may collect information from cookies (such as cookie ID and settings) to keep you logged in, to remember your preferences, to identify you and your device and to analyze your use of our service. In the interest of maintaining our health and svelte figures, we do not eat these cookies.

#### **Device information**

We may collect certain information about your device, such as its IP address, browser or client application information, language preference, operating system and application version, device type and ID, and device model and manufacturer. This information may include User Personal information.

### Information we collect from third parties

G4G may collect User Personal Information from third parties. For example, this may happen if you access the Social Fingerprint Survey through a third-party provider, sign up to receive information about G4G from one of our vendors, partners, or affiliates. G4G does not purchase User Personal Information from third-party data brokers.

### What information G4G does not collect

We do not intentionally collect Sensitive Personal Information, such as personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation. If you choose to store any Sensitive Personal Information on our servers, you are responsible for complying with any regulatory controls regarding that data.

### How G4G uses your information

We may use your information for the following purposes:

- We use your Registration Information to create your account, and to provide you with reports or other services.
- We use your User Personal Information, specifically your username or email address, to identify you to G4G on the Platform.
- We use your email address to communicate with you, if you've said that's okay, and only for the reasons you've said that it's okay.
- We use User Personal Information to respond to support requests.
- We use User Personal Information and other data to make recommendations for you, such as to suggest organizations or projects you may want to follow or contribute to. We learn from your behavior on the Platform —such as the causes you select, the actions you identify, and the giving strengths you identify —to determine your giving interests, and we may recommend similar experiences. These recommendations may be done manually or automated within the Platform, but they have no legal impact on your rights.
- We may use User Personal Information to invite you to take part in surveys, beta programs, or other research projects, subject, where necessary, to your consent.
- We may use User Personal Information to respond to your specific requests for next steps or actions such as being introduced to a professional or a service organization.
- We use Usage Information and Device Information to better understand how our Users use the Platform and to improve our Service.
- We may use your User Personal Information if it is necessary for security purposes or to investigate possible fraud or attempts to harm G4G, the Service, or our Users.
- We may use your User Personal Information to comply with our legal obligations, protect our intellectual property, and enforce our Terms of Service.
- We may use aggregated, non-personally identifying information for research purposes and to operate, analyze, improve, and optimize our Website, Platform, and Service. Aggregated information may also be shared publicly for any purpose G4G deems to be important in furthering our mission.

### Our legal bases for processing information

To the extent that our processing of your User Personal Information is subject to certain international laws (including, but not limited to, the European Union's General Data Protection Regulation (GDPR)), G4G is required to notify you about the legal basis on which we process User Personal Information. G4G processes User Personal Information on the following legal bases:

- Contract Performance:
  - When you create a G4G Account, you provide your Registration
    Information. We require this information for you to enter into the Terms

of Service agreement with us, and we process that information on the basis of performing that contract. We also process your username and email address on other legal bases, as described below.

- Consent:
  - We rely on your consent to use your User Personal Information under the following circumstances: when you fill out the information in your user profile; when you decide to participate in a G4G Make a Difference Experience, research project, beta program, or survey; and for marketing purposes, where applicable. All this User Personal Information is entirely optional, and you can access, modify, and delete it at any time. You may withdraw your consent at any time by contacting G4G through our contact forms and requesting the deletion of your profile.
- Legitimate Interests:
  - Generally, the remainder of the processing of User Personal Information we perform is necessary for the purposes of our legitimate interest, for example, for legal compliance purposes, security purposes, or to maintain ongoing confidentiality, integrity, availability, and resilience of G4G's and the Platform's systems, Website, and Service.
- If you would like to request deletion of data we process on the basis of consent or if you object to our processing of personal information, please send us such request using our contact form.

### How we share the information we collect

We may share your User Personal Information with third parties under one of the following circumstances:

### With your consent

We share your User Personal Information, if you consent, after letting you know what information will be shared, with whom, and why. For example, if you identify a specific cause or organization and request an introduction, we may share your username, name, or email to allow the organization to connect with you. This would only be done with your consent. Additionally, you may direct us through your actions on the Platform to share your User Personal Information. For example, responding to a question or survey indicating you would like to be contacted or connected with organizations or others that share your causes would be considered consent to share your information. As a matter of best practice, G4G will use best judgement in determining your consent and will use best efforts to reach out to you directly in the event we see ambiguity in your intent to have offered consent.

### With service providers

We share User Personal Information with a limited number of service providers who process it on our behalf to provide or improve our Service, and who have agreed to privacy restrictions similar to the ones in our Privacy Statement by signing data protection agreements or making similar commitments. Our service providers perform, customer support ticketing, network data transmission, security, and other similar services. While G4G processes all User Personal Information in the United States, our service providers may process data outside of the United States.

### For legal disclosure

G4G strives for transparency in complying with legal process and legal obligations. Unless prevented from doing so by law or court order, or in rare, exigent circumstances, we make a reasonable effort to notify users of any legally compelled or required disclosure of their information. G4G may disclose User Personal Information or other information we collect about you to law enforcement if required in response to a valid subpoena, court order, search warrant, a similar government order, or when we believe in good faith that disclosure is necessary to comply with our legal obligations, to protect our property or rights, or those of third parties or the public at large.

### Change in control or sale

We may share User Personal Information if we are involved in a merger, sale, or acquisition of corporate entities or business units. If any such change of ownership happens, we will ensure that it is under terms that preserve the confidentiality of User Personal Information, and we will notify you on our website or by email before any transfer of your User Personal Information. The organization receiving any User Personal Information will have to honor any promises we made in our Privacy Statement or Terms of Service.

### Aggregate, non-personally identifying information

We share certain aggregated, non-personally identifying information with others about how our users, collectively, use the Platform, causes and strengths they've selected, responses to questions, or actions intended to be taken, or how users respond to our other offerings such as introductions or funding opportunities.

We **do not** sell your User Personal Information for monetary or other consideration.

Please note: The California Consumer Privacy Act of 2018 ("CCPA") requires businesses to state in their privacy policy whether or not they disclose personal information in exchange for monetary or other valuable consideration. While CCPA only covers California residents, we voluntarily extend its core rights for people to control their data to *all* of our users, not just those who live in California.

## How you can access and control the information we collect

If you're already a G4G user, you may access, update, alter, or delete your basic user profile information by editing your user profile or contacting G4G through the contact form on the Website or Platform. You can control the information we collect about you by limiting what information is in your profile, by keeping your information current, or by contacting our support team.

#### Data retention and deletion of data

Generally, G4G retains User Personal Information for as long as your account is active or as needed to provide you services.

If you would like to cancel your account or delete your User Personal Information, you may do so by contacting our support team through our contact form. We retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements, but barring legal requirements, we will delete your full profile (within reason) within 90 days of your request. You may contact G4G support to request the erasure of the data we process on the basis of consent within 30 days.

After an account has been deleted, certain data, such as causes or strengths selected will remain. However, we will delete or de-identify your User Personal Information, including your username and email address, from this data by associating them with a former user.

#### **Cookies**

G4G only uses strictly necessary cookies. Cookies are small text files that websites often store on computer hard drives or mobile devices of visitors.

We use cookies solely to provide, secure, and improve our service. For example, we use them to keep you logged in, remember your preferences, track your progress through the Experience, identify your device for security purposes, analyze your use of our service, compile statistical reports, and provide information for future development of G4G and the Platform. We use our own cookies for analytics purposes, but do not use any third-party analytics service providers.

By using our service, you agree that we can place these types of cookies on your computer or device. If you disable your browser or device's ability to accept these cookies, you may not be able to log in or use our service.

How G4G secures your information

G4G takes all measures reasonably necessary to protect User Personal Information from unauthorized access, alteration, or destruction; maintain data accuracy; and help ensure the appropriate use of User Personal Information.

Our program:

- aligns with industry recognized frameworks;
- includes security safeguards reasonably designed to protect the confidentiality, integrity, availability, and resilience of our Users' data;
- is appropriate to the nature, size, and complexity of G4G's business operations;
- includes incident response and data breach notification processes; and
- complies with applicable information security-related laws and regulations in the geographic regions where G4G does business.

In the event of a data breach that affects your User Personal Information, we will act promptly to mitigate the impact of a breach and notify any affected Users without undue delay.

No matter how hard we try, there are lame people in the world that are committed to ruining things for other people. Because of this, no method of transmission, or method of electronic storage, is 100% secure. Therefore, we cannot guarantee its absolute security. We hope you'll give us grace in the event of such an occurrence.

### How we communicate with you

We use your email address to communicate with you. For example, if you contact our Support team with a request, we respond to you via email.

G4G may occasionally send notification emails about changes with the Platform, new features, requests for feedback, important policy changes, to offer customer support, or other reasons we think would be of benefit to you. We may also send marketing emails, based on your choices and in accordance with applicable laws and regulations. There's an "unsubscribe" link located at the bottom of each of the marketing emails we send you. Please note that you cannot opt out of receiving important communications from us, such as emails from our Support team or system emails, but you can configure your notifications settings in your profile to opt out of other communications.

Our emails may contain a pixel tag, which is a small, clear image that can tell us whether or not you have opened an email and what your IP address is. We use this pixel tag to make our email more effective for you and to make sure we're not sending you unwanted email.

### Resolving complaints

If you have concerns about the way G4G is handling your User Personal Information, please let us know immediately. We want to help. You may contact us by filling out our contact us form and indicating you have "Privacy Concerns." You may also email us directly at team@gatewayforgood.com with the subject line "Privacy Concerns." We will respond promptly — within 45 days at the latest.

### Changes to our Privacy Statement

Although most changes are likely to be minor, G4G may change our Privacy Statement from time to time. We will provide notification to Users of material changes to this Privacy Statement through our Website at least 30 days prior to the change taking effect by posting a notice on our home page or sending email to the primary email address specified in your G4G account. For other changes to this Privacy Statement, we encourage Users to check our Site Policy repository frequently.

# The Social Fingerprint<sup>™</sup> Index Terms of Service

Effective date: January 1, 2024

# A. Definitions

**Short version:** We use these basic terms throughout the agreement, and they have specific meanings. You should know what we mean when we use each of the terms. There's not going to be a test on it, but it's still handy information.

- 1. An "Account" represents your legal relationship with G4G. A "User Account" represents an individual User's authorization to log in to and use the Service or Platform and serves as a User's identity on the G4G Platform. An Account could be that of a Subscriber, Facilitator, or a Participant.
- The "Agreement" refers, collectively, to all the terms, conditions, notices contained or referenced in this document (the "Terms of Service" or the "Terms") and all other operating rules, policies including the G4G Privacy Statement, and procedures that we may publish from time to time on the Website.
- 3. "Beta Previews" mean software, services, or features identified as alpha, beta, preview, pilot, early access, founding member programs, or words or phrases with similar meanings.
- 4. "Content" refers to content featured or displayed through the Website or on the Platform, including without limitation code, text, data, articles, images, photographs, graphics, software, applications, packages, designs, features, and other materials that are available on the Website or otherwise available through the Service. "Content" also includes Services. "User-Generated Content" is Content, written or otherwise, created or uploaded by our Users. "Your Content" is Content that you create or own.
- 5. "G4G," "We," and "Us" refer to Gateway for Good, PBC, the Social Fingerprint Index<sup>™</sup> as well as our directors, subsidiaries, officers, agents, and employees.
- 6. The "Service" refers to the applications, platform, software, products, and services provided by G4G, including any Beta Previews.
- 7. "The User," "Participant," "You," and "Your" refer to, but are not limited to, the individual person, participant, subscriber, facilitator, company, advisor, consultant, trainer, or organization that has visited or is using the Website, Platform, or Service; that accesses or uses any part of the Account; or that directs the use of the Account in the performance of its functions.
- 8. The "Website" refers to G4G's website located at gatewayforgood.com, makeadifferenceexperience.com, and all content, services, and products provided by G4G at or through the Website. It also refers to G4G-owned subdomains of gatewayforgood.com, makeadifferenceexperience.com, or other websites we

may create from time to time. Occasionally, websites owned by G4G may provide different or additional terms of service. If those additional terms conflict with this Agreement, the more specific terms apply to the relevant page or service.

## B. Account Terms

**Short version:** The Social Fingerprint Index requires a User account created by a human with a valid email address. You alone are responsible for your Account and anything that happens while you are signed in to or using your Account. You are responsible for keeping your Account secure.

### 1. Account Controls

• Users. Subject to these Terms, you retain ultimate administrative control over your User Account and the Content within it.

### 2. Required Information

You must provide a valid email address in order to complete the sign-up process. Additional information such as zip code, gender or other information may be required or optional depending on the version or source of the index you use. Any other information requested may be optional, unless you are accepting these terms on behalf of a legal entity (in which case we need more information about the legal entity) or if you opt for a paid Account, in which case additional information will be necessary for billing purposes.

### 3. Account Requirements

We have a few simple rules for User Accounts on G4G's Service.

- You must be a human to create an Account. Accounts registered by "bots" or other automated methods are not permitted.
- You must be age 13 or older to have an account. While it's awesome to have even younger philanthropists excited about making a difference, we must comply with United States law, the Children's Online Privacy Protection Act (COPPA), which would require parent consent for them to use the service. Since this is not currently feasible, G4G does not target our Service to children under 13, and we do not permit any Users under 13 on our Service. If you are a resident of a country outside the United States, your country's minimum age may be older; in such a case, you are responsible for complying with your country's laws.
- Your login may only be used by one person i.e., a single login may not be shared by multiple people.

### 4. User Account Security

You are responsible for keeping your Account secure while you use our Service.

- You are responsible for all content posted and activity that occurs under your Account (even when content is posted by others who have Accounts under your Account).
- You are responsible for maintaining the security of your Account and password. G4G cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- You will promptly notify G4G if you become aware of any unauthorized use of, or access to, our Service through your Account, including any unauthorized use of your password or Account.

### 5. Additional Terms

In some situations, third parties' terms may apply to your use of the G4G Platform. For example, you may be a member of a company, organization, or client of an Advisory Firm that is using the Platform with its own terms or license agreements. In such case, your obligations to those agreements are with those third parties and not governed by or enforced by G4G. Please be aware that while these Terms are our full agreement with you, other parties' terms govern their relationships with you.

### 6. G4G May Remove Content

We have the right to refuse or remove any User-Generated Content that, in our sole discretion, violates any laws G4G terms or policies.

### 7. License Grant to Us

We need the legal right to do things like host your content, card selections, publish it, and share it within your facilitated groups. You grant us and our legal successors the right to store, archive, parse, and display your content, and make incidental copies, as necessary to provide the Service, including improving the Service over time. This license includes the right to do things like copy it to our database and make backups; show it to you and other users; parse it into a search index or otherwise analyze it on our servers.

This license does not grant G4G the right to sell your personal content but would allow us to sell aggregated data to the extent we believe it will further our mission to reunite a divided world<sup>™</sup>.

## C. Intellectual Property Notice

**Short version:** We own the service and all of our content. In order for you to use our content and our Platform, we give you certain rights to it, but you may only use our content in the way we have allowed. We would prefer you don't steal our stuff and use it on your own. If you like what we're doing and want to build upon what we've constructed, please reach out to us! We realize we don't have a monopoly on all the good ideas and would prefer to collaborate with you rather than compete. You also might find we have quite a few more ideas we'd be willing to share that you won't find here.

### E. G4G's Rights to Content

G4G and our licensors, vendors, agents, and/or our content providers retain ownership of all intellectual property rights of any kind related to the Website and Service. We reserve all rights that are not expressly granted to you under this Agreement or by law. The look and feel, card selection, artwork, sequence of card selections, questions and proposed action items of the Website and Service is copyright © Gateway for Good, PBC. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS, Javascript, or visual design elements or concepts without express written permission from G4G.

### 2. G4G Trademarks and Logos

G4G's trademarks, logos, MAD Cards, Giving Strength Cards, and other information is protected and may not be used without written permission from G4G.

G4G may offer subscription-based access to our API for those affiliates who require high-throughput access or access that would result in resale of G4G's Service or Experience in order to enhance their own user experiences.

## **D. Beta Previews**

**Short version:** *Beta Previews or Founder Programs may not be supported or may change at any time. You may receive confidential information through those programs that must remain confidential while the program is private. We'd love your feedback to make our Beta Previews better.* 

### E. Subject to Change

Beta Previews may not be supported and may be changed at any time without notice. In addition, Beta Previews are not subject to the same security measures and auditing to which the Service has been and is subject. By using a Beta Preview, you use it at your own risk. In most cases, Beta Previews will be identified as "Beta," "Founder," or

"Pilot" programs, or similar nomenclature suggesting that they are outside the scope of typical deployments.

### 2. Confidentiality

As a user of Beta Previews, you may get access to special information that isn't available to the rest of the world. Due to the sensitive nature of this information, it's important for us to make sure that you keep that information secret.

**Confidentiality Obligations.** You agree that any non-public Beta Preview information we give you, such as information about a private Beta Preview, will be considered G4G's confidential information (collectively, "Confidential Information"), regardless of whether it is marked or identified as such. You agree to only use such Confidential Information for the express purpose of testing and evaluating the Beta Preview (the "Purpose"), and not for any other purpose. You should use the same degree of care as you would with your own confidential information, but no less than reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of our Confidential Information. You promise not to disclose, publish, or disseminate any Confidential Information to any third party, unless we don't otherwise prohibit or restrict such disclosure (for example, you might be part of a G4G-organized group discussion about a private Beta Preview feature). This also applies to problems, bugs, or screwups that are revealed in the software as you go through the Beta or Pilot experience.

**Exceptions.** Confidential Information will not include information that is: (a) or becomes publicly available without breach of this Agreement through no act or inaction on your part (such as when a private Beta Preview becomes a public Beta Preview); (b) known to you before we disclose it to you; (c) independently developed by you without breach of any confidentiality obligation to us or any third party; or (d) disclosed with permission from G4G. You will not violate the terms of this Agreement if you are required to disclose Confidential Information pursuant to operation of law, provided G4G has been given reasonable advance written notice to object, unless prohibited by law.

### 3. Feedback

We're always trying to improve of products and services, and your feedback as a Beta Preview user will help us do that. If you choose to give us any ideas, know-how, suggestions, enhancement requests, recommendations or any other feedback for our products or services (collectively, "Feedback"), you acknowledge and agree that G4G will have a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable and perpetual license to implement, use, modify, commercially exploit and/or incorporate the Feedback into our products, services, and documentation.

# E. Payment

**Short version:** If you are using a paid subscription of the Service, you are responsible for any fees associated with your use of the Platform. We are responsible for communicating those fees to you clearly and accurately, and letting you know well in advance if those prices change.

### 1. Pricing

Our pricing and payment terms will be determined at the time of or prior to your agreement to use the system. In most cases, any fees will be charged to those operating as Subscribers or Facilitators of Programs and remain free of charge for individual Participants. If you agree to a subscription price, that will remain your price for the duration of the payment term; however, prices are subject to change at the end of a payment term.

### 2. Upgrades, Downgrades, and Changes

- We will immediately notify and bill you when you upgrade from the free plan to any paying plan.
- If you change from a monthly billing plan to a yearly billing plan, G4G will bill you for a full year at the next monthly billing date.
- If you upgrade to a higher level of service, we will bill you for the upgraded plan immediately or as our internal service level agreements allow.
- You may change your level of service at any time by contacting your account executive or our team though the contact forms on the Platform our website. If you choose to downgrade your Account, you may lose access to Content, features, or capacity of your Account.

### 3. Billing Schedule; No Refunds

**Payment Based on Plan** For monthly or yearly payment plans, the Service is billed in advance on a monthly or yearly basis respectively and is non-refundable. There will be no refunds or credits for partial months of service, downgrade refunds, or refunds for months unused with an open Account; however, the service will remain active for the length of the paid billing period. In order to treat everyone equally, no exceptions will be made.

**Payment Based on Usage** Some Service features are billed based on your usage. A limited quantity of these Service features may be included in your plan for a limited term without additional charge. If you choose to purchase paid Service features beyond the quantity included in your plan, you pay for those Service features based on your actual usage in the preceding month. Monthly payment for these purchases will be charged on a periodic basis in arrears.

**Payments Based on Facilitation** Some payment plans may be based on the type and extent of facilitation being done by Facilitators within the Platform. Service may range from No Facilitation to User Facilitation to Facilitation by G4G Ambassadors and Qualified Facilitators. These arrangements will be made under separate agreement, the terms of which fall under this agreement unless there is conflict in which the separate agreement will take precedence.

**Invoicing** For invoiced Users, User agrees to pay the fees in full, up front without deduction or setoff of any kind, in U.S. Dollars. User must pay the fees within thirty (30) days of the G4G invoice date. Amounts payable under this Agreement are non-refundable, except as otherwise provided in this Agreement. If User fails to pay any fees on time, G4G reserves the right, in addition to taking any other action at law or equity, to (i) charge interest on past due amounts at 1.0% per month or the highest interest rate allowed by law, whichever is less, and to charge all expenses of recovery, and (ii) terminate the applicable order form. User is solely responsible for all taxes, fees, duties and governmental assessments (except for taxes based on G4G's net income) that are imposed or become due in connection with this Agreement.

### 4. Authorization

By agreeing to these Terms, you are giving us permission to charge your on-file credit card, PayPal account, or other approved methods of payment for fees that you authorize for G4G.

### 5. Responsibility for Payment

You are responsible for all fees, including taxes, associated with your use of the Service. By using the Service, you agree to pay G4G any charge incurred in connection with your use of the Service. If you dispute the matter, contact G4G through our contact form or <u>team@gatewayforgood.com</u>. You are responsible for providing us with a valid means of payment for paid Accounts. Free Accounts are not required to provide payment information.

### F. Cancellation and Termination

**Short version:** You may close your Account at any time. If you do, we'll treat your information responsibly.

### 1. Account Cancellation

If you wish to do so, it is your responsibility to properly cancel your Account with G4G. You can cancel your Account at any time by sending the request to the G4G team using the contact form or through email at <u>team@gatewayforgood.com</u>.

### 2. Upon Cancellation

We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements, but barring legal requirements, we reserve the right to delete your full profile within 90 days of cancellation or termination (though some information may remain in encrypted backups). This information cannot be recovered once your Account is cancelled.

### 3. G4G May Terminate

G4G has the right to suspend or terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. G4G reserves the right to refuse service to anyone for any reason at any time.

### 4. Survival

All provisions of this Agreement which, by their nature, should survive termination will survive termination — including, without limitation: ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## G. Communications with G4G

**Short version:** We use email and other electronic means to stay in touch with our users.

### 1. Electronic Communication Required

For contractual purposes, you (1) consent to receive communications from us in an electronic form via the email address you have submitted or via the Service; and (2) agree that all Terms of Service, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that those communications would satisfy if they were on paper. This section does not affect your non-waivable rights.

### 2. Legal Notice to G4G Must Be in Writing

Communications made through email or G4G Support's messaging system will not constitute legal notice to G4G or any of its officers, employees, agents, or representatives in any situation where notice to G4G is required by contract or any law or regulation. Legal notice to G4G must be in writing and served on G4G's legal agent.

### 3. No Phone Support

G4G only offers support via email, or directly through your G4G account executive.

# H. Disclaimer of Warranties

**Short version:** We provide our service as is, and we make no promises or guarantees about this service. Please read this section carefully; you should understand what to expect.

G4G provides the Website and the Service "as is" and "as available," without warranty of any kind. Without limiting this, we expressly disclaim all warranties, whether express, implied or statutory, regarding the Website and the Platform including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement.

G4G does not warrant that the Service will meet your requirements; that the Service will be uninterrupted, timely, secure, or error-free; that the information provided through the Service is accurate, reliable or correct; that any defects or errors will be corrected; that the Service will be available at any particular time or location; or that the Service is free of viruses or other harmful components. You assume full responsibility and risk of loss resulting from your downloading and/or use of files, information, content or other material obtained from the Service.

# I. Limitation of Liability

**Short version:** We will not be liable for damages or losses arising from your use or inability to use the service or otherwise arising under this agreement. Please read this section carefully; it limits our obligations to you.

You understand and agree that we will not be liable to you or any third party for any loss of profits, use, goodwill, or data, or for any incidental, indirect, special, consequential or exemplary damages, however arising, that result from

- the use, disclosure, or display of your User-Generated Content;
- your use or inability to use the Platform or Service;
- any modification, price change, suspension or discontinuance of the Service;
- the Service generally or the software or systems that make the Service available;
- unauthorized access to or alterations of your transmissions or data;
- statements or conduct of any third party on the Service;
- any other user interactions that you input or receive through your use of the Service; or
- any other matter relating to the Service.

Our liability is limited whether or not we have been informed of the possibility of such damages, and even if a remedy set forth in this Agreement is found to have failed of its

essential purpose. We will have no liability for any failure or delay due to matters beyond our reasonable control.

## J. Release and Indemnification

**Short version:** You are responsible for your use of the service. If you harm someone else or get into a dispute with someone else, we will not be involved.

If you have a dispute with one or more Users or non-G4G Facilitators, you agree to release G4G from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

You agree to indemnify us, defend us, and hold us harmless from and against any and all claims, liabilities, and expenses, including attorneys' fees, arising out of your use of the Website and the Service, including but not limited to your violation of this Agreement, provided that G4G (1) promptly gives you written notice of the claim, demand, suit or proceeding; (2) gives you sole control of the defense and settlement of the claim, demand, suit or proceeding (provided that you may not settle any claim, demand, suit or proceeding unless the settlement unconditionally releases G4G of all liability); and (3) provides to you all reasonable assistance, at your expense.

## K. Changes to These Terms

**Short version:** We want our users to be informed of important changes to our terms, but some changes aren't that important — we don't want to bother you every time we fix a typo. So, while we may modify this agreement at any time, we will notify users of any material changes and give you time to adjust to them.

We reserve the right, at our sole discretion, to amend these Terms of Service at any time and will update these Terms of Service in the event of any such amendments. We will notify our Users of material changes to this Agreement, such as price increases, at least 30 days prior to the change taking effect by posting a notice on our Website or sending email to the primary email address specified in your G4G account. Customer's continued use of the Service after those 30 days constitutes agreement to those revisions of this Agreement. For any other modifications, your continued use of the Website constitutes agreement to our revisions of these Terms of Service.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part of it) with or without notice.

### L. Miscellaneous

### 1. Governing Law

Except to the extent applicable law provides otherwise, this Agreement between you and G4G and any access to or use of the Website or the Service are governed by the federal laws of the United States of America and the laws of the State of California, without regard to conflict of law provisions. You and G4G agree to submit to the exclusive jurisdiction and venue of the courts located in the City and County of San Diego, California.

#### 2. Non-Assignability

G4G may assign or delegate these Terms of Service and/or the G4G Privacy Statement in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Statement without our prior written consent, and any unauthorized assignment and delegation by you is void.

#### 3. Section Headings and Summaries

Throughout this Agreement, each section includes titles and brief summaries of the following terms and conditions. These section titles and brief summaries are not legally binding.

#### 4. Severability, No Waiver, and Survival

If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed to reflect the parties' original intent. The remaining portions will remain in full force and effect. Any failure on the part of G4G to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

#### 5. Amendments; Complete Agreement

This Agreement may only be modified by a written amendment signed by an authorized representative of G4G, or by the posting by G4G of a revised version. These Terms of Service, together with the G4G Privacy Statement, represent the complete and exclusive statement of the agreement between you and us. This Agreement supersedes any proposal or prior agreement oral or written, and any other communications between you and G4G relating to the subject matter of these terms including any confidentiality or nondisclosure agreements.

#### 6. Questions

Questions about the Terms of Service? Contact us.