

Website Terms of Use

Effective Date: March 29 2023

These Website Terms of Use (these "**Terms**") apply to the services and information (collectively, the "**Services**") that Second Service Foundation, formerly the StreetShares Foundation ("**Second Service**", "**we**", "**our**", or "**us**") provides to you through the website at <https://www.secondservicefoundation.org/> and other Second Service associated websites (our "**Website**" or "**Site**") (the Services and the Website are collectively referred to as the "**Platform**").

To assist you in using the Platform and to ensure a clear understanding of the relationship arising from your use of the Platform, we have created these Terms of Use and our Privacy Policy. Our Terms govern your use of our Platform, and our Privacy Policy explains how we treat information that we have about you. Our Terms apply to anyone that uses or visits our Platform (collectively, "**you**" and "**your**").

1. **Your Agreement.**

By accessing our Platform, you acknowledge that you have read these Terms and agree to be legally bound by them. We may also confirm your agreement to be bound by these Terms by asking you to click an "I accept" or similar button when you access certain portions of our Platform, such as during the user registration process. Moreover, if you are agreeing to these Terms on behalf of a company, an organization, or other legal entity ("**Your Organization**"), then (i) you represent and warrant that you have authority to act on behalf of, and to bind, Your Organization, and (ii) for all purposes in these Terms and the Privacy Policy, the term "you" means Your Organization on whose behalf you are acting. **IF YOU DO NOT AGREE WITH THESE TERMS AND OUR PRIVACY POLICY, THEN PLEASE DO NOT USE OUR PLATFORM.**

2. **Scope; Relationship to Privacy Policy and Other Contracts.**

Our Privacy Policy explains, among other topics, how we treat information that you provide to us through the Platform. By accessing our Platform, you consent to our privacy practices as set out in our privacy policy, which is available here: [<https://secondservicefoundation.com/privacy-policy/>] ("**Privacy Policy**"). The provisions of our Privacy Policy are incorporated herein.

Moreover, certain portions of the Platform may be subject to additional or different terms and conditions. We will notify you if a portion of the Platform is subject to terms and conditions that differ from these Terms, and you will have the opportunity to decline to participate in such portion of the Platform if you do not agree with the differing terms and conditions.

These Terms must be read in conjunction (i) with other agreements into which you and Second Service may enter, and (ii) with our Privacy Policy. To the extent these Terms conflict with the terms of our Privacy Policy, the terms of our Privacy Policy shall control. Similarly, to the extent these Terms conflict with the terms and conditions of any specific agreement you enter with us, the terms and conditions of such specific agreement shall control.

3. **Eligibility.**

YOU MUST BE AT LEAST 18 YEARS OLD TO USE THE PLATFORM AND PARTICIPATE IN THE SERVICES. DO NOT USE THE PLATFORM OR PARTICIPATE IN ANY SERVICES IF YOU ARE UNDER THE AGE OF 18. BY ACCESSING OR USING THE PLATFORM, PARTICIPATING IN ANY SERVICES, OR REGISTERING TO BECOME A REGISTERED USER, YOU REPRESENT AND WARRANT TO US THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU POSSESS THE LEGAL RIGHT AND ABILITY TO AGREE TO THESE TERMS.

4. **Registered Users.**

In order to access and participate in certain Services, you must create an account on our Website as a registered user ("**Registered User**"), and be logged into your account. For example, you must become a Registered User in order to access your user profile and otherwise manage your account.

To become a Registered User, and to participate in certain Services, you may be required to agree to certain other terms and conditions with us and/or our service providers. As further set forth in Section 2 (Relationship to Privacy Policy and Other Contracts), your use of our Platform as a Registered User is subject to and governed by the terms

of other agreements into which you may enter in addition to these Terms.

During the registration process, you must provide certain information. You agree that the information you provide to us in this process is complete and accurate. If you become a registered user and obtain a password, we will treat anyone who uses your user name and password as "you", and you agree to be responsible for all uses by anyone using your password. Please notify us immediately if you suspect that someone is using your user name and/or password in an inappropriate manner.

5. Ownership; Reservation of Rights.

The software, video, audio, pictures, trademarks, text, logos, and other content on the Platform, including any Third Party Content (as defined below), and all other intellectual property embodied in the Platform (collectively, the "**Platform Content**") are the property of Second Service and its licensors, and protected by copyright and other intellectual property laws, or used under the principles of fair use. We and our licensors retain all rights with respect to the Platform and the Platform Content, except those expressly granted to you in these Terms. You agree not to duplicate, publish, display, distribute, modify, or create derivative works from Platform Content or other materials presented through the Platform, unless specifically authorized in writing by us. The term Platform Content expressly excludes Submitted Content.

6. Grant of Rights to You.

Subject to these Terms, we grant to you a limited, non-exclusive, non-transferrable right to access and use, strictly in accordance with these Terms, all publicly available and, if expressly authorized, password-protected areas of our Platform and Platform Content to: (i) learn more about us and the products and services that we offer; (ii) provide Submitted Content to us through the Platform; (iii) participate in and receive those Services that we make available to you; and (vi) access other information that we make available through our Platform (collectively, the "**Permitted Uses**").

You agree that: (i) the Platform and Platform Content, and the Permitted Uses, are made available solely for your personal, non-commercial use, or, if you are agreeing to these Terms on behalf of Your Organization in a business-to-business context, then solely for your informational purposes; and (ii) you shall not use the Platform or Platform Content for any purpose other than the Permitted Uses.

7. Grant of Rights to Use in Your Content.

7.1. Grant of Rights to Second Service in Submitted Content.

We may give you the ability through the Platform to provide information and materials that you wish to share (collectively, the "**Submitted Content**"), including reviews and feedback regarding our Platform. By providing Submitted Content, subject to Section 7.5 (Personal Information) and your rights set out in our Privacy Policy, you authorize us to copy, modify, publicly display, distribute, publicly perform, use, and otherwise exploit the Submitted Content in connection with our provision of the Services, and as provided in our Privacy Policy (the "**Use Rights**").

7.2. Permissions You Must Have in Your Submitted Content.

By providing Submitted Content, you represent and warrant that: (i) that you own the Submitted Content (including any related copyrights or other intellectual property rights) or have sufficient authority and right to provide the content and to grant the Use Rights; (ii) the Submitted Content is accurate, complete, and up-to-date; (iii) the Submitted Content will not infringe upon, violate, or otherwise conflict with any third party rights; (iv) you have not breached and will not be in breach of any agreement you have entered into with any third party; and (v) the Submitted Content will be in compliance with all applicable laws.

7.3. Right to Decline Submitted Content.

We reserve the right to refuse to use, disable, or remove Submitted Content that we conclude, in our sole discretion, violates these Terms or our Privacy Policy, or is incompatible with the purposes of our Platform or operations.

7.4. Assistance with Third Party Claims.

To the extent that Second Service is made aware of a Third Party Claim (as defined in Section 12 (Indemnity)), including by you, to assist in resolving the claim, we, in our sole discretion, will take down the Submitted Content in question. We do not provide any assurance that any such take down will resolve your dispute. If Third Party

Claims are brought against Second Service related to Submitted Content provided by you, then you agree to indemnify Second Service pursuant to Section 12 (Indemnity).

7.5. Personal Information.

Notwithstanding anything to the contrary, if you provide us with Personal Information (as defined in our Privacy Policy), then we will treat such Personal Information in accordance with our Privacy Policy. By providing us with your Personal Information as part of Submitted Content, you authorize us to copy, modify, publicly display, distribute, publicly perform, use, and otherwise process the Personal Information in accordance with our Privacy Policy.

If you provide us with any Personal Information relating to another individual, then you represent that you have the authority to do so and to permit us to use the information in accordance with these Terms and our Privacy Policy. In addition, certain Personal Information that you include in Submitted Content may be posted on our Platform or otherwise used and made publicly available. As such, please use discretion when including Personal Information and other details in Submitted Content that you provide to us.

8. Code of Conduct.

By using our Platform, you agree to comply with these Terms and to otherwise comply with the following Code of Conduct, under which you shall not:

- Use the Platform or any Platform Content for purposes other than the Permitted Uses.
- Use the Platform or any Platform Content for uses that are unlawful, obscene, harmful, hateful, invasive of the privacy of others, objectionable, or otherwise prohibited by these Terms.
- Use the Platform or any Platform Content in a manner that could disable, overburden, or impair the Platform or any Platform Content, or interfere with another party's use and enjoyment of the Platform or any Platform Content, such as through sending "spam".
- Seek to obtain access to any Services, materials, accounts, or information through hacking, data harvesting, data mining, or through other means we have not intentionally made available to you through the Platform.
- Infringe Second Service or any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy.
- Transmit material that contains viruses, Trojan horses, worms, time bombs, cancelbots, or other computer-programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or Personal Information.
- Use the Platform or any Platform Content to test or reverse engineer the Platform or any Platform Content in order to find limitations, vulnerabilities, or to evade filtering capabilities.
- Seek to obtain access to any materials or information through "hacking", "data harvesting", or through other means we have not intentionally made available to you through the Platform.
- Use the Platform or any Platform Content for any purpose that is unlawful or prohibited by these Terms. For example, you will not use the Website to violate any law, statute, or regulation (including, without limitation, those governing privacy, export control, consumer protection, unfair competition, anti-discrimination, or false advertising). You are responsible for your own compliance with all applicable laws.

We reserve the right at any time to: (i) monitor your use of the Platform; and (ii) terminate or suspend your use of some or all of our Services if you engage in activities that we conclude, in our discretion, breach our Code of Conduct or otherwise violate these Terms or our Privacy Policy.

If you believe that a user has acted inappropriately, such as by violating our Code of Conduct, then you may report your concerns by contacting us as set out in Section 20 (Contact Us).

9. Contact for Alleged Copyright Infringement or Other Violation.

We respect the intellectual property rights of others and requires that our users do the same. If you believe that any content (including Submitted Content and Platform Content) on our Platform or other activity taking place on the

Platform constitutes infringement of your intellectual property rights or otherwise violates your rights, please notify us using the information set out in Section 20 (Contact Us).

With respect to a complaint that a Submitted Content on our Platform infringes a work protected by copyright, your notice must comply with the applicable requirements under the Digital Millennium Copyright Act (17 U.S.C. §512) (the "**DMCA**"). Upon receipt of a compliant notice, we will respond and proceed in accordance with the DMCA.

We have implemented a repeat infringer policy to address instances in which a particular user is subject to multiple DMCA notifications (the "**Repeat Infringer Policy**"). If we determine that a user has violated our Repeat Infringer Policy, then we may take, in our sole discretion, any number of steps including, but not limited to, issuing warnings to the applicable user, suspending or terminating that user's account, and any other interim measures that we deem appropriate.

10. **Linked Sites; Third Party Content.**

The Platform may contain links to third party websites (each, a "**Third Party Site**"). We have no control over these Third Party Sites or their content, and we do not assume responsibility or liability for any content, opinions, or material available on them. Third Party Sites may include websites operated by third parties that we engage to provide certain services to you on our behalf. The Platform may also contain data or other materials that are made available by third parties, or content that are based on such third party data or other materials (such as graphs and visualization) ("**Third Party Content**").

Second Service does not own these Third Party Sites or Third Party Content. We expressly disclaim, and do not assume, any responsibility or liability for any Third Party Content, or any content, opinions, or material available on Third Party Sites, or such Third Party Sites' privacy practices with respect to information that you provide via the Third Party Sites.

We do not endorse the content of any Third Party Site or represent or warrant that a Third Party Site is or will be free of computer viruses or other harmful code that can impact your computer or other web-access device. We encourage you to review any Third Party Site's terms of use and privacy policy as those, and not our Terms and Privacy Policy, are applicable to your use of such Third Party Site and any information that they collect. By using the Platform to link to another site (including Third Party Sites) or by using or relying upon Third Party Content, you agree that such use is at your own risk.

11. **Security.**

You are responsible for implementing sufficient procedures and security mechanisms to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to and separate from this Site to reconstruct any lost data.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Site or to your downloading of any material posted on them, or on any third-party website linked to them.

Some jurisdictions do not permit us to exclude warranties in these ways, so it is possible that these exclusions will not apply to our agreement with you. In such event, the exclusions shall apply to the fullest extent permitted under applicable law.

12. **Indemnity.**

You agree to defend, indemnify, and hold Second Service and its affiliates, officers, directors, agents, and employees harmless from and against any liability to third parties, including reasonable attorneys' fees, arising from or related to your use of our Platform or breach of these Terms or the Privacy Policy (each a "**Third Party Claim**"). We shall give you timely notice of, and have the option to undertake and conduct the defense of any such Third Party Claim, if we determine in our discretion that you are not diligently prosecuting such defense.

13. **User Conduct; User Disputes.**

Second Service is not responsible or liable for Submitted Content or user conduct. You are solely responsible for your Submitted Content, conduct, and interaction with other Platform users, both online or offline. If you have a dispute with another user, then you hereby release Second Service (and our officers, directors, agents, employees,

and affiliates) from 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 dispute.

14. Warranty Disclaimer.

SECOND SERVICE DOES NOT PROMISE THAT THE PLATFORM OR ANY PLATFORM CONTENT (INCLUDING THIRD PARTY CONTENT) WILL BE ERROR-FREE OR UNINTERRUPTED. THE PLATFORM AND PLATFORM CONTENT ARE DELIVERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WHEN YOU ACCESS OR USE THE PLATFORM OR PLATFORM CONTENT, YOU DO SO AT YOUR OWN RISK. SECOND SERVICE DOES NOT REPRESENT OR WARRANT THAT MATERIALS YOU DOWNLOAD FROM THE PLATFORM, IF SUCH MATERIALS ARE AVAILABLE TO YOU FOR DOWNLOAD, WILL BE FREE OF VIRUSES OR OTHER HARMFUL FEATURES.

SECOND SERVICE DISCLAIMS: (i) ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (ii) ANY RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, COMPLETENESS, OR LEGALITY OF INFORMATION AVAILABLE THROUGH THE PLATFORM (INCLUDING PLATFORM CONTENT); AND (iii) ANY RESPONSIBILITY OR LIABILITY FOR HARM RESULTING FROM DOWNLOADING OR ACCESSING INFORMATION THROUGH THE PLATFORM (INCLUDING PLATFORM CONTENT), INCLUDING HARM CAUSED BY VIRUSES OR SIMILAR DESTRUCTIVE FEATURES. YOU EXPRESSLY AGREE THAT USE OF, INCLUDING ANY RELIANCE UPON, THE PLATFORM AND PLATFORM CONTENT (INCLUDING THIRD PARTY CONTENT) IS AT YOUR SOLE RISK.

15. Limitation of Liability.

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT, OR NEGLIGENCE, WILL SECOND SERVICE BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR ARE RELATED TO YOUR USE OF THE PLATFORM, PLATFORM CONTENT, OR SUBMITTED CONTENT.

IN NO EVENT SHALL OUR AGGREGATE LIABILITY TO YOU FOR ANY LOSS, DAMAGE, OR CLAIM RELATED TO OR ARISING OUT OF THE PLATFORM, PLATFORM CONTENT, OR SUBMITTED CONTENT EXCEED THE LESSER OF: (I) THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY YOU TO US DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE RESULTING IN SUCH LIABILITY; OR (II) ONE HUNDRED U.S. DOLLARS (US \$100).

16. Electronic Communications

When you use the Platform, you may enter into agreements and effectuate communications electronically. Using the Platform or sending us email, you are communicating with us electronically. You agree to the use of electronic records and signatures in association with the Platform. Your agreement and intent to use electronic records and signatures applies to all transactions you enter into through the Services or, including without limitation and to the full extent allowed by law, notices of cancellation, policies, contracts, and applications. If you do not wish to use electronic records and signatures, do not use the Platform. You may have a legal right to receive certain information from us in writing. You agree that we may use email and other electronic means to provide you with such information as well as for other communications. To access and retain this information you will need to provide us with an active email account, and you must have an Internet-connected device that is capable of receiving HTML emails and a method of storing or printing those emails. You agree that: (a) we may communicate with you electronically by email, or as appropriate, by posting general notices on the Platform; (b) all notices, disclosures, and other communications that we send you electronically satisfy any legal requirement that such communications be in writing; and (c) any notices are deemed to be given and received on the date we transmit any electronic communication as described above. You may withdraw your consent for Second Service to use electronic records to provide you with information that is required by law to be in writing. To inquire about or exercise the rights you may have, contact us via the channels listed below. You confirm that you have the ability to access and retain emails.

17. Modifications to these Terms.

From time to time, we may change these Terms for our business purposes and to comply with changes in applicable law. In the event of substantive or material changes, we may communicate these changes to you by posting the updated Terms on the Platform. The date that these Terms were last revised is identified at the top of the page. You are responsible for ensuring that you periodically review these Terms to check for any changes. Your continued use of the Platform will constitute acceptance of, and agreement to, the revised Terms.

18. Assignment.

These Terms shall not be assignable by you, either in whole or in part, without our prior written consent. Second Service reserves the right to assign its rights and obligations under these Terms without your consent.

19. General.

These Terms shall be governed in all respects by the laws of the State of Colorado without giving effect to its conflicts of law provisions. Both parties submit to the personal jurisdiction of and venue in the state and federal courts located in [El Paso County, Colorado]. The parties further agree that any cause of action arising under these Terms or our Privacy Policy shall exclusively be brought in such courts. If any provision of these Terms is held to be invalid or unenforceable, then such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. Second Service' failure to act with respect to a breach by you or others does not constitute a waiver of its right to act with respect to subsequent or similar breaches. Subject to Section 2 (Relationship to Privacy Policy and Other Contracts), this agreement and the terms and conditions contained herein set forth the entire understanding and agreement between Second Service and you with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral.

20. Survival.

In addition to any right or obligation that by its nature or intent is intended to survive the termination or expiration of these Terms, the following Sections shall survive any termination or expiration of these Terms and shall apply indefinitely: (i) Section 5 (Ownership; Reservation of Rights); (ii) Section 12 (Indemnity); (iii) Section 14 (Warranty Disclaimer); (iv) Section 15 (Limitation of Liability); (v) Section 18 (Assignment); (vi) Section 19 (General); and (vii) Section 20 (Survival).

21. Contact Us.

If you have any questions about these Terms, our practices, or your dealings with the Platform, then please email us at [hello@secondservicefoundation.org], call us at [571-257-4211] or contact us by other means of communication as described on our Platform.