

# Extensia Terms Of Use Agreement

This Subscriber Agreement (“Agreement”) is a legal contract between Extensia, Inc. (“Extensia,” “we,” or “us”) and the person or entity that accesses or uses the Services (“Subscriber” or “Customer” or “you”). By creating an account, clicking “I Agree,” or using the Services, you accept this Agreement on behalf of yourself and, if applicable, your organization. If you do not agree, do not use the Services.

**NOTICE OF ARBITRATION; CLASS ACTION WAIVER.** This Agreement includes a binding arbitration provision and class action waiver. Please read the Arbitration and Class Action Waiver section carefully.

**Scope.** These Terms govern your access to and use of Extensia websites, applications, tools, and services (the “Services”).

**Authority.** If you use the Services on behalf of an entity, you represent and warrant that you have authority to bind that entity, and “you” refers to that entity.

**Acceptance Mechanics.** You accept this Agreement electronically when you click to accept, create an account, or use the Services. Continued use after any update constitutes acceptance of the updated Agreement.

## 1 TERMS OF USE

### 1.1 Electronic Signatures

**Contracting Electronically.** You agree to transact with us electronically. Clicking “I Agree,” checking a box, or using the Services constitutes your electronic signature and agreement to this Agreement and any policies referenced herein. You consent to receive notices and records electronically as described in the Notices section.

### 1.2 Definitions

- **“Subscriber”** means any individual or legal entity that enters into an agreement with Extensia for the use of its platform, applications, or related services, whether on a paid or trial basis, and that is identified as the account holder in Extensia’s records. The Subscriber is legally responsible for:
  - All activities conducted through its Extensia account(s), whether performed by the Subscriber or by any designated or authorized user(s);
  - Ensuring that such activities comply with all applicable local, state, national, and international laws and regulations; and
  - Maintaining the confidentiality and security of any authentication credentials associated with its account(s).
- **“Object”** means any distinct record, entry, posting, form, module, listing, event, campaign, or other unit of content or data created, uploaded, configured, or otherwise generated within any Extensia application by the Subscriber or any user authorized by the Subscriber, for the purpose of advancing or supporting the Subscriber’s organizational activities. An Object may include, without limitation, fundraisers, causes, events, volunteer opportunities, donor records, marketing materials, forms, or other functional or informational components used within the Services.
- **“Constituent”** or **“Donor”** or **“Community Member”** means an individual or organization who makes a payment to support the Subscriber’s organization, whether it’s a donation or payment for services.
- **“User”** means any individual or organization that utilizes or consumes Services, with or without creating a user account.

### 1.3 Eligibility

To use the Services you must be, and represent and warrant that you are, of legal age (18 years of age or older or otherwise of legal age in your jurisdiction, or, if you have parental consent, 13 years of age) and competent to agree to these Terms. If Extensia has previously prohibited you from accessing or using the Services, you are not permitted to access or use the Services.

### 1.4 Additional Terms and Policies

Our Privacy mandates, as mentioned herein, contain information and notices concerning our collection and use of your information.

**Service-Specific Terms; Order Forms.** Certain features or services may have additional terms (e.g., an order form or service-specific policy). If those terms conflict with this Agreement, the additional terms control for that feature or service. If there is a conflict between these Services and the terms and conditions or policies posted for a specific area or product, the latter take precedence with respect to your use of that area or product.

## 1.5 Modifications

**Changes to this Agreement.** We may update this Agreement from time to time by posting the updated version on the Services (and, where required, by additional notice). Updates are effective upon posting unless a later date is stated. No signature is required. If you do not agree to an update, you must stop using the Services.

## 1.6 Account Registration

You may be required to create an account to use the Services. You agree to provide us with accurate, complete, and current registration information about yourself. As applicable, if you are prompted to use a user ID or password, it is your responsibility to ensure that your user ID and password remains confidential and secure. By registering, you agree that you are fully responsible for all activities that occur under your account. We may assume that any communications we receive under your account have been made by you.

You are responsible for notifying us at [CustomerSuccess@extensia.cloud](mailto:CustomerSuccess@extensia.cloud) if you become aware of any unauthorized use of or access to your account. You understand and agree that we may require you to provide information that may be used to confirm your identity and help ensure the security of your account. Extensia will not be liable for any loss, damages, liability, expenses, or attorneys' fees that you may incur as a result of someone else using your password or account, either with or without your knowledge and/or authorization, and regardless of whether you have or have not advised us of such unauthorized use. You will be liable for losses, damages, liability, expenses, and attorneys' fees incurred by Extensia or a third party due to someone else using your account.

## 1.7 Intellectual Property and Other Proprietary Rights

The Services are owned and operated by Extensia and contain materials (including all software, integrations, design, text, editorial materials, informational text, photographs, illustrations, audio clips, video clips, artwork and other graphic materials, and names, logos, trademarks and services marks) which are derived in whole or in part from materials supplied by Extensia and its partners, as well as other sources, and is protected by United States copyright laws, international treaty provisions, trademarks, service marks and other intellectual property laws.

The Services are also protected as a collective work or compilation under U.S. copyright and other law and treaties.

You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the Services. You acknowledge that the Services have been developed, compiled, prepared, revised, selected, and arranged by Extensia and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitute valuable intellectual property of Extensia and such others.

You agree to protect the proprietary rights of Extensia and all others having rights in the Services during and after the term of these Terms and to comply with all reasonable written requests made by Extensia or its suppliers and licensors of content or otherwise to protect their and others' contractual, statutory, and common law rights in the Services.

You agree to notify Extensia immediately upon becoming aware of any claim that the Services infringe upon any copyright, trademark, or other contractual, statutory, or common law rights.

All present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including without limitation rights in and to all applications and registrations relating to the Services shall, as between you and Extensia, at all times be and remain the sole and exclusive property of Extensia.

## 1.8 Data Use for Improvements

**Anonymized Data Use.** We may collect and use aggregated or anonymized data derived from your use of the Services for analytics, benchmarking, and improving our services. Such data will not identify you or your organization.

## 1.9 User Content

### 1.9.1 User Content and Submissions

The Services may enable you to submit, post, upload, or otherwise make available (collectively, "Post") content such as Objects, photographs, questions, ideas, comments, and other content (collectively, "User Content") that may or may not be viewable by other users.

### 1.9.2 Our License to User Content

When you Post User Content on or through the Services, you grant Extensia a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, and sublicensable license to use, copy, distribute, reproduce, modify, adapt, publicly perform, publicly display, translate, and create derivative works from such User Content solely for the purposes of providing, improving, and promoting

the Services. We will not sell, lease, or otherwise commercially exploit your non-public User Content to third parties. Our use of your personal data is governed by the Extensia Privacy Policy.

### 1.9.3 User Content Representations

You acknowledge and agree that all User Content that you Post is your sole responsibility. You further agree that you have all required rights to Post such User Content without violation of any third-party rights.

You understand that Extensia does not control, and is not responsible for, User Content, and that by using the Services, you may be exposed to User Content from other users that is offensive, indecent, inaccurate, misleading, or otherwise objectionable.

Please also note that User Content may contain typographical errors, other inadvertent errors, or inaccuracies. You agree that you will indemnify, defend, and hold harmless Extensia for all claims resulting from User Content you Post.

We reserve the right, at our own expense, to assume the exclusive defense and control of such disputes, and in any event you will cooperate with us in asserting any available defenses.

### 1.9.4 User Content Review

You acknowledge and agree that Extensia and its designees may or may not, at Extensia's discretion, pre-screen User Content Extensia its appearance on the Services, but that Extensia has no obligation to do so.

You further acknowledge and agree that Extensia reserves the right (but does not assume the obligation) in its sole discretion to reject, move, edit, or remove any User Content that is contributed to the Services.

Without limiting the foregoing, Extensia and its designees shall have the right to remove any User Content that violates these Terms or is otherwise objectionable in Extensia's sole discretion.

You acknowledge and agree that Extensia does not verify, adopt, ratify, or sanction User Content, and you agree that you must evaluate and bear all risks associated with your use of User Content or your reliance on the accuracy, completeness, or usefulness of User Content.

## 1.10 License

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, and revocable right to access and use the Services only for your own use, and only in a manner that complies with all legal requirements that apply to you or your use of the Services. Extensia may revoke this license at any time, in its sole discretion.

### 1.11 Service Availability & Maintenance

We aim to provide the Services with minimal interruptions; however, we do not guarantee continuous availability. The Services may be unavailable due to maintenance, upgrades, system or network failures, or events beyond our reasonable control.

We will use reasonable efforts to provide advance notice of scheduled maintenance, but we are not liable for any downtime, loss of data, or inability to access the Services.

### 1.12 Fundraising Compliance

Fundraising Compliance. You are solely responsible for ensuring that your fundraising campaigns, solicitations, and activities comply with all applicable laws, regulations, and tax requirements, including charitable solicitation registration and reporting.

We do not monitor your activities for compliance and do not provide legal, tax, or compliance advice.

You agree that Extensia has no liability for your failure to comply with any such obligations.

### 1.13 Third-Party Services

The Services may integrate with or make available third-party services, including without limitation payment processors. We do not control and are not responsible for these third-party services. Your use of them is subject to their own terms and policies.

We are not liable for any acts, omissions, errors, or failures of third-party services, including payment delays, transaction errors, or security breaches originating from those services.

### 1.14 Chargebacks & Refunds

You are solely responsible for handling refunds, chargebacks, and disputes with your donors or other contributors. We may, in our discretion, deduct or offset such amounts from your account balance or future payouts.

You authorize Extensia to share relevant transaction data with payment processors and financial institutions as necessary to investigate or resolve such disputes.

### 1.15 Prohibited Uses

Use of the Services for any illegal purpose, or any other purpose not expressly permitted in these Terms, is strictly prohibited. Without limitation, you will not:

1. Post User Content that is polemic, sectarian, or divisive in its nature;
2. Post User Content that supports violence or terrorism;
3. Post User Content that harasses, abuses, or threatens any other person, or that contains obscene content; is false, misleading, or inaccurate; degrades others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, disability or any other classification; is unlawful, harmful, tortious, defamatory, libelous, or invasive of another's privacy;
4. Copy, download (other than through page caching necessary for personal use, or as otherwise expressly permitted by these Terms), modify, distribute, post, transmit, display, perform, reproduce, broadcast, duplicate, publish, republish, upload, license, reverse engineer, or create derivative works from any content or other information contained on or obtained from or through the Services, by any means except as provided for in these Terms or expressly provided by Extensia;
5. Scrape, access, monitor, index, frame, link, or copy any content or information on the Services by accessing the Services in an automated way, using any robot, spider, scraper, web crawler, or any other method of access other than manually accessing the publicly available portions of the Services through a web browser;
6. Violate the restrictions in any robot exclusion headers of the Services, if any, or bypass or circumvent other measures employed to prevent or limit access to the Services;
7. Post material that advocates illegal activity or discusses illegal activities with the intent to commit them;
8. Post or otherwise make available any material that contains any software, device, instructions, computer code, files, programs and/or other content or feature that is designed to interrupt, destroy, harm, or limit the functionality of any computer software or hardware or telecommunications equipment (including without limitation any time bomb, virus, malware, software lock, worm, self-destruction, drop-device, malicious logic, Trojan horse, trap door, "disabling," "lock out," "metering" device or any malicious code);
9. Post or do anything that could disable, overburden, or impair the proper working of the Services;
10. Post material that impedes or otherwise prohibits communication or disrupts user discussion;
11. Post, utilize or otherwise make available any other party's intellectual property unless you have the right to do so, or remove or alter any copyright, trademark or other proprietary notice contained on the Services;
12. Post any trade secrets or other confidential information, or post any material that you do not have a right to make available under any law or under contractual or fiduciary relationships, including but not limited to inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements;
13. Falsely state or otherwise misrepresent your affiliation with a person or entity, or impersonate any person or entity in a manner that does not constitute parody;
14. Solicit personal or sensitive information from other users for purposes not permitted by these Terms;
15. Send spam or other advertisements or solicitations, surveys, contents, pyramid schemes, promote commercial entities, or otherwise engage in commercial activity on or through the Services;
16. Frame, inline link, or similarly display the Services or any portion of the Services; or
17. Interfere with any other party's use and enjoyment of the Services.

Without limiting the foregoing, Subscribers represent and warrant that (1) all information provided in connection with an Object is accurate, complete, and not otherwise designed to mislead, defraud, or deceive any User; (2) all donations contributed to a Subscriber's Object will be used solely as described in the Object; and (3) Subscribers will comply with all applicable laws and regulations, including laws and regulations from the jurisdictions from which a Subscriber solicits donations.

Subscribers that share personal data with us further represent and warrant that they may share such personal data with us under applicable law without restriction.

### 1.16 No Endorsement

Extensia provides a crowd-funding platform that allows individuals or organizations to orchestrate events, campaigns, solicit volunteers, and raise money. We do not endorse any Events, Campaigns, donors, individuals, or organizations, and Extensia is not a party to any agreements between or among our users or third parties.

No agency, partnership, joint venture, or employment is created as a result of the Terms or any user's use of the Services. Extensia does not engage in any solicitation activities.

While Extensia has the right to monitor Objects and donations in accordance with these Terms and our Privacy Policy, Extensia has no obligation to do so, and we do not make any representations about, confirm, or endorse any Events, Campaigns, Donors, individuals, or organizations. Nor does Extensia make any representations about, confirm, or verify that donations will be used in accordance with any fundraising purpose set forth in a Campaign.

By using the Services, you understand and agree that Extensia is not responsible for the use of your donations or the amount of funds raised for your Object.

DONORS ARE SOLELY RESPONSIBLE FOR ASSESSING THE VALUE AND APPROPRIATENESS OF CONTRIBUTING TO ANY CAMPAIGN. WE ENCOURAGE DONORS TO USE THEIR DISCRETION WHEN SUPPORTING CAMPAIGNS.

Though we have no obligation to verify that the accuracy of Objects and the use of donations, we take possible fraudulent activity and the misuse of funds raised very seriously. If you have reason to believe that a Subscriber is not raising or using the funds as stated in the Campaign, please alert us of this potential issue by emailing us at [CustomerSuccess@extensia.cloud](mailto:CustomerSuccess@extensia.cloud).

### 1.17 User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Services and Extensia will have no liability or responsibility with respect thereto.

Extensia reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Services and any third party relating to the use of the Services.

### 1.18 Payments

Extensia works with various payment providers to ensure we can send you funds in a timely manner. We try as best as we can to screen initial acceptance with our payment providers but in some rare cases/times campaigns may not meet their risk appetite even after approval, we may have to refund donations in such cases.

Platform fees may apply. Additional fees, also known as Omni-Connect Fee, may also apply per transaction. Payment gateway processing fees apply for all charges, chargebacks, and refunds. Extensia reserves the right to deduct these fees and provide remaining refund as appropriate. In cases where Donors are not charged the refund processing fees, it is the responsibility of the Subscriber to reimburse Extensia for such fees.

Funds will be transferred to the Subscriber within 30 days after receipt of funds from the payment gateway, barring any unforeseen circumstances such as (1) a possible violation of the Terms or any other law, rule, or regulation, (2) inaccurate information associated with the Object or any donations which can delay the transfer of funds, or (3) delay based on Holds as set forth in the Account Suspensions section below.

Without limiting any other rights we have, we may refund all donations to an Object if we have not received sufficient Campaign account information or accurate information to transfer funds within 30 days after the Campaign closes. Questions about refunds may be directed to us at [CustomerSuccess@extensia.cloud](mailto:CustomerSuccess@extensia.cloud)

### 1.19 Auto-Renewal & Fee Changes

Unless otherwise stated in an order form, subscriptions automatically renew for successive terms equal to the initial subscription period, unless you cancel before the renewal date. We may change our fees and pricing structure at any time upon at least thirty (30) days' prior notice to you (email or platform notice suffices). Unless you terminate your subscription before the effective date of the change, the new pricing will apply at the start of your next billing cycle or renewal term. Your continued use of the Services after the effective date constitutes acceptance of the updated fees. We are not required to obtain additional consent to implement pricing changes in accordance with this section.

### 1.20 Perks and Incentives

Subscribers may be given an opportunity to offer goods, promotions, or services ("Perks and Incentives") to Donors of their Objects. Subscribers are solely responsible for delivering Perks and Incentives promised to Donors. Failure to provide Perks and Incentives to Donors as promised may result in various penalties including but not limited to; reimbursement of Donors at the Object's expense, and suspension of accounts and current and future Campaigns by the Subscriber.

### 1.21 Taxes

Each Subscriber is responsible for determining what, if any, taxes apply to the donations received through the Services. Subscribers are responsible for assessing, collecting, reporting, or remitting the correct tax, if any, to the appropriate tax authority.

Extensia makes no representation as to whether all or any portion of your donations, including, if any, transaction fees, are tax deductible or eligible for tax credits. Extensia will have no liability for any claim by any federal, state, provincial, territorial, local or any other tax authority with respect to the characterization on any applicable tax return of any donation by any Donor.

You should consult your tax advisor as to the amount of your donation that is tax-deductible or eligible for tax recognition, having regard to (among other things) the tax status of the recipient of any donation in any relevant jurisdiction, and particularly if you are awarded Perks and Incentives in connection with your donation.

### 1.22 No Legal/Tax Advice Disclaimer

Extensia does not provide legal, tax, or compliance advice, and you acknowledge that any tools, templates, or guidance provided through the Services are for informational purposes only and do not constitute professional advice. You should consult qualified professionals for advice tailored to your circumstances.

### 1.23 Account Suspensions

From time to time, Extensia may (1) place a hold on a Subscriber account, suspending the ability of a Subscriber to obtain donations made to the Object and/or (2) place a hold of transfer of funds already raised (either or collectively a "Hold"). We may place a Hold (and refund all donations made to that particular Object to the Member(s) who made such donations) if: (i) we have reason to believe (in our sole discretion) that information provided by a Subscriber is false, misleading, or fraudulent, or that funds are being used in a prohibited manner, (ii) the funds available should be provided directly to a person other than the Subscriber (such as a legal beneficiary or person entitled by law to act on behalf of a Subscriber), (iii) we have reason to believe that an Event, a Campaign or a Subscriber has violated these Terms, or (iv) required in order to comply with a court order, subpoena, writ, injunction, or as otherwise required under applicable laws and regulations.

If you have questions about a Hold we may have placed on your Campaign account, or need information about how to resolve the Hold, please contact us at [CustomerSuccess@extensia.cloud](mailto:CustomerSuccess@extensia.cloud).

### 1.24 Legal Compliance

You acknowledge, consent, and agree that Extensia may access, preserve, and disclose your information and/or any User Content you submit or make available for inclusion on the Services, if required to do so by law or in a good faith belief that such access, preservation, or disclosure is permitted by Extensia's Privacy Policy or reasonably necessary or appropriate for any of the following reasons: (1) to comply with legal process; (2) to enforce these Terms, our Privacy Policy, or other contracts with you, including investigation of potential violations thereof; (3) to respond to claims that any content violates the rights of third parties; (4) to respond to your requests for customer service; and/or (5) to protect the rights, property, or personal safety of Extensia, its agents and affiliates, its users, and the public. This includes exchanging information with other companies and organizations for fraud protection, and spam/malware prevention, and similar purposes.

### 1.25 Warranties and Disclaimers

THE SERVICES AND ITS CONTENTS, WHETHER PROVIDED BY EXTENSIA, ITS LICENSORS, ITS VENDORS OR ITS USERS, AND OTHER INFORMATION ON OR ACCESSIBLE FROM THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY, REPRESENTATION, CONDITION, OR GUARANTEE OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. SPECIFICALLY, BUT WITHOUT LIMITATION, EXTENSIA DOES NOT WARRANT THAT: (i) THE INFORMATION AVAILABLE ON THE SERVICES IS FREE OF ERRORS; (ii) DEFECTS WILL BE CORRECTED, OR (iii) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

IN NO EVENT SHALL EXTENSIA OR ITS AFFILIATES, LICENSORS, VENDORS, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR OTHER REPRESENTATIVES BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES), ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, ANY MATERIALS, INFORMATION, OR RECOMMENDATIONS APPEARING ON THE SERVICES, OR ANY LINK PROVIDED ON THE SERVICES, WHETHER OR NOT EXTENSIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, VIOLATION OF STATUTE, OR OTHERWISE. THIS EXCLUSION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. IN ANY EVENT, OUR AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNT YOU DONATED TO THE CAMPAIGN TO WHICH THE CLAIM RELATES OR, IF THE CLAIM DOES NOT RELATE TO A DONATION FOR AN OBJECT, \$100.

If you are a California resident, you hereby waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." This release includes the criminal acts of others.

## 1.26 Exclusions and Limitations

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages such as above in Section 17. Accordingly, some of the above limitations may not apply to you. If you are a New Jersey resident, or a resident of another state that permits the exclusion of these warranties and liabilities, then the limitations in Section 17 specifically do apply to you.

## 1.27 Indemnification

You agree to indemnify, defend, and hold harmless Extensia, its affiliates, and their officers, directors, employees, agents, licensors, and suppliers from and against all claims, losses, liabilities, expenses, damages, and costs (including attorneys' fees) arising from or relating to: (a) your use of the Services; (b) your fundraising campaigns, solicitations, or events; (c) your violation of this Agreement; or (d) your violation of any law or third-party rights.

## 1.28 Third-Party Links and Services

The Services may provide (1) information and content provided by third parties; and (2) links to third-party websites or resources. Extensia is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for (i) any content or other materials on or available from such sites or resources, (ii) any errors or omissions in these websites or resources, or (iii) any information handling practices or other business practices of the operators of such sites or resources.

You further acknowledge and agree that Extensia shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any linked sites or resources. Your interactions with such third parties (including Subscribers) will be governed by the third parties' own terms of service and privacy policies, and any other similar terms.

## 1.29 Copyright Claims

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, if you believe that your work has been copied in a way that constitutes copyright infringement and is displayed on the Services, please provide substantially the following information to our Copyright Agent (please consult your legal counsel or see 17 U.S.C. Section 512(c)(3) to confirm these requirements):

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;  
a description of your copyrighted work or other intellectual property that you claim has been infringed;
2. a description of where the material you claim is infringing is located on the Services (providing us with website URL is the quickest way to help us locate content quickly);
3. your address, telephone number, and e-mail address;
4. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
5. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Our copyright agent can be reached as follows:

Extensia, Inc., Attn: Legal Team, 2300 Lakeview Parkway, Suite 700, Alpharetta, GA 30009.

Please note that, pursuant to Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

If your material was removed due to a DMCA notice and you believe the removal was mistaken, you may send us a counter-notice meeting the requirements of 17 U.S.C. §512(g). We will follow the statutory procedures upon receipt of a valid counter-notice.

## 1.30 Modification and Termination of the Services

### 1.30.1 Modification of Services

Extensia reserves the right at any time to modify or discontinue, temporarily or permanently, the Services (or any part thereof), with or without notice. You agree that Extensia shall not be liable to you or any third party for any modification, suspension, or discontinuance of the Services.



### 1.30.2 Termination

**Termination for Cause.** We may immediately suspend or terminate your account, without prior notice, if we believe, in our sole discretion, that: (a) you have violated this Agreement; (b) your activities create risk for us or other users; (c) your account is involved in fraud, illegal activity, or harm to our reputation; or (d) required by law or by a payment processor. Upon termination, your right to access the Services immediately ceases, and we may delete your content without liability.

These Terms are effective unless and until terminated by you or us. We may, in our sole and absolute discretion, deny you access to all or part of the Services at any time for any or no reason at all, with or without notice to you. If we terminate your right to access the Services, these Terms will terminate and all rights you have to access the Services will immediately terminate, provided that any donations made prior to the effective date of termination will continue to be processed in accordance with these Terms.

All provisions of the Terms which by their nature should survive, shall survive termination of services, including without limitation Sections 1 (Definitions), 3 (Additional Terms and Policies), 6 (Intellectual Property and Other Proprietary Rights), 7 (User Content), 10 (No Endorsement), 11 (User Disputes), 16 (Legal Compliance), 17 (Warranties and Disclaimers), 18 (Exclusions and Limitations), 19 (Indemnification), 22 (Modification and Termination of the Services), 23 (Arbitration and Class Action Waiver), 24 (Controlling Law and Severability), 25 (Feedback), and 26 (General Terms).

Termination of your account may also include, at Extensia's sole discretion, the deletion of your account and/or User Content.

### 1.31 Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

#### 1.31.1 Application

You and Extensia agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. This Section 23 is intended to be interpreted broadly and governs any and all disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before these Terms or any prior agreement (including, but not limited to, claims related to Campaigns and donations); and claims that may arise after the termination of these Terms. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below.

#### 1.31.2 Initial Dispute Resolution

Most disputes can be resolved without resort to arbitration. If you have any dispute with us, you agree that before taking any formal action, you will contact us at [CustomerSuccess@extensia.cloud](mailto:CustomerSuccess@extensia.cloud), and provide a brief, written description of the dispute and your contact information (including your Campaign name, if your dispute relates to an Object).

Except for intellectual property and small claims court claims, you and Extensia agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with Extensia, and good faith negotiations shall be a condition to either You or Extensia initiating a lawsuit or arbitration.

#### 1.31.3 Binding Arbitration

If you and Extensia do not reach an agreed-upon solution within a period of sixty (60) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either You or Extensia may initiate binding arbitration as the sole means to resolve claims, (except as provided in section 23(g) below) subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including the Terms' formation, performance, and breach), you and Extensia' relationship with each other, and/or your use of Extensia shall be finally settled by binding arbitration administered by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules for claims that do not exceed \$250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding \$250,000 in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions.

#### 1.31.4 Arbitrator's Powers

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms including but not limited to any claim that all or any part of these Terms is void or voidable, whether a claim is subject to arbitration, or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on you and Extensia and may be entered as a judgment in any court of competent jurisdiction.



### 1.31.5 Filing a Demand

To start an arbitration, you must do the following: (a) Write a Demand for Arbitration that includes a description of the claim and the amount of damages you seek to recover (you may find a copy of a Demand for Arbitration at [www.jamsadr.com](http://www.jamsadr.com)); (b) Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to JAMS, 1201 W Peachtree, NW, Suite 2650, Atlanta, GA 30309; and (c) Send one copy of the Demand for Arbitration to us at: Extensia, Inc., 2300 Lakeview Parkway, #700, Alpharetta, GA 30009.

To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Extensia will pay the additional cost. If the arbitrator finds the arbitration to be non-frivolous, Extensia will pay the fees invoiced by JAMS, including filing fees and arbitrator and hearing expenses. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise.

You and Extensia understand that, absent this mandatory arbitration provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

If you are a resident of the United States, arbitration may take place in the county where you reside at the time of filing, unless you and we both agree to another location or telephonic arbitration. For individuals residing outside the United States, arbitration shall be initiated in Fulton County, Georgia, United States.

You and Extensia further agree to submit to the personal jurisdiction of any federal or state court in Fulton County, Georgia, in order to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

### 1.31.6 Class Action Waiver

You and Extensia further agree that the arbitration shall be conducted in individual capacities only and not as a class action or other representative action, and you and Extensia expressly waive their right to file a class action or seek relief on a class basis.

YOU AND EXTENSIA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and you and Extensia shall be deemed to have not agreed to arbitrate disputes.

### 1.31.7 Exception: Litigation of Intellectual Property and Small Claims Court Claims

Notwithstanding you and Extensia's decision to resolve all disputes through arbitration, either You or Extensia may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court with jurisdiction or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either You or Extensia may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

### 1.31.8 30-Day Right to Opt Out

You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt out to at [CustomerSuccess@extensia.cloud](mailto:CustomerSuccess@extensia.cloud) with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within thirty (30) days of (a) the Effective Date of these Terms; or (b) your first date that you used the Services that contained any versions of the Terms that included this version of the mandatory arbitration and class action waiver, whichever is later. Otherwise you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of these arbitration provisions, Extensia also will not be bound by them.

### 1.31.9 Changes to This Section

Extensia will provide thirty (30) days' notice of any changes to this section by posting on the Services. Amendments will become effective thirty (30) days after they are posted on the Services or sent to you by email. Changes to this section will otherwise apply prospectively only to claims arising after the thirtieth (30th) day.

If a court or arbitrator decides that this subsection on "Changes to This Section" is not enforceable or valid, then this subsection shall be severed from the section entitled Arbitration and Class Action Waiver, and the court or arbitrator shall apply the first Arbitration and Class Action Waiver section in existence after you began using the Services.

### 1.31.10 Survival

This Arbitration and Class Action Waiver section shall survive any termination of your use of the Services.

### 1.32 Controlling Law and Severability

These Terms shall be construed in accordance with and governed by the laws of the State of Georgia notwithstanding its conflicts of law principles. Except for claims subject to mandatory arbitration, any dispute arising out of these terms and conditions or the use of this site shall be initiated and conducted in the state or federal courts of Fulton County, Georgia, and you and Extensia consent to the exclusive jurisdiction of such courts.

### 1.33 Feedback

By sending us any feedback, comments, questions, or suggestions concerning Extensia or our services, including the Services (collectively, “Feedback”) you represent and warrant (a) that you have the right to disclose the Feedback, (b) that the Feedback does not violate the rights of any other person or entity, and (c) that your Feedback does not contain the confidential or proprietary information of any third party or parties.

By sending us any Feedback, you further (i) agree that we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (ii) acknowledge that we may have something similar to the Feedback already under consideration or in development, (iii) grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback, and (iv) irrevocably waive, and cause to be waived, against Extensia and its users any claims and assertions of any moral rights contained in such Feedback. This Feedback section shall survive any termination of your account or the Services.

### 1.34 General Terms

#### 1.34.1 Force Majeure

Under no circumstances shall Extensia be held liable for any delay or failure in performance resulting directly or indirectly from an event beyond its reasonable control.

#### 1.34.2 No Waiver

No waiver of any provision of these Terms will be binding unless in writing, no waiver of any provisions of these Terms will be deemed a further or continuing waiver of such provision or any other provision, and the failure of Extensia to exercise or enforce any right or remedy in these Terms does not waive that right or remedy.

If an arbitrator or a court of competent jurisdiction finds any provision of these Terms to be invalid, you and Extensia agree that the court should endeavor to give effect, to the maximum extent permitted by law, to you and Extensia’ intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect.

#### 1.34.3 Third-Party Beneficiaries/Relationship between you and Extensia

You agree that there shall be no third-party beneficiaries to these Terms. No agency or employment between you and Extensia is created as a result of the Terms or your use of the Services.

#### 1.34.4 Statute of Limitation

Except for residents of New Jersey, you agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Services and/or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

#### 1.34.5 Miscellaneous

These Terms (and all terms and conditions incorporated herein) constitute the entire agreement between you and Extensia and govern your use of the Services, and supersede any prior agreements between you and Extensia on the subject matter. These Terms, and any rights or licenses granted hereunder, may not be assigned or delegated by you.

These Terms, and any rights or licenses granted hereunder, may be assigned or delegated by Extensia without restriction. These Terms bind and inure to the benefit of You and Extensia, or the successors of You or Extensia, and permitted assigns. These Terms may not be modified by an oral statement by a representative of Extensia.

No agency, partnership, joint venture, or employee-employer relationship is intended or created by these Terms. You agree that any agreements made by and between you and us in electronic form are as legally binding as if made in physical written form. The section titles in these Terms are for convenience only and have no legal or contractual effect.

#### 1.34.6 Notices

We may deliver notice to you by e-mail, posting a notice on the Services or any other method we choose and such notice will be effective on dispatch.

We may provide notices by posting on the Services or emailing the address associated with your account. Notices are deemed given upon posting or sending. Your notices to us must be sent to support@extensia.cloud and to: Extensia, Inc., 2300 Lakeview Parkway, Suite 700, Alpharetta, GA 30009.

## 2 CUSTOMER PRIVACY

This section describes and governs the information collection, use, and sharing practices of Extensia, Inc. with respect to your use of Extensia websites, products, tools, promotions, and any other services that are referenced (collectively, the “Services”).

Whereas Extensia built the Extensia web application. This SERVICE is provided by Extensia and is intended for use as is.

By using any part of the Services, regardless of how you access the Services, you consent to the collection, use, and disclosure of your information as further outlined herein. IF YOU DO NOT AGREE, PLEASE DO NOT USE THE SERVICES.

We will continue to update and enhance our platform privacy terms as we update and expand the Services and our offerings. Any changes will be posted on our website and you should be periodically reviewed by you. If we make material changes to our customer privacy mandates, we will provide you with notice as required by law. Your continued use of the Services will signify acceptance of the terms of the updated customer privacy mandates.

Undefined capitalized terms used herein shall have the definitions as set forth in our Terms of Use.

### 2.1 Information Collection and Use

We collect information in multiple ways, including when you provide information directly to us, and when we passively collect information from you, such as from your browser or device.

### 2.2 Information You Provide Directly To Us

We may collect information from you in a variety of ways, such as when you:

1. Register for an account;
2. Complete your member profile;
3. Donate to an Object;
4. Create an Object;
5. Participate in other programs and services offered by Extensia and/or its customers;
6. Offer to Volunteer for Programs and other offerings by Subscribers;
7. Fill out a survey or provide us with Feedback or participate in a poll or voting;
8. Request certain features (e.g., newsletters, updates, and other products);
9. Use certain features that require your information to function (e.g., portions of our Services that require log-in to participate);
10. Communicate with us; or
11. Post User Content, including files, attachments, comments, to or on any of our Services.

The information you provide directly to us may include, but is not limited to: (i) name; (ii) email address; (iii) mailing address; (iv) phone number; (v) birthdate; (vi) workplace information; (vii) photographs and audio/video content; (viii) location information, (viii) government issued identification documents, and (ix) financial information, including information needed to verify your identity. You may also provide us with a registered non-governmental organization number (which serves as your identifier with the local or federal governmental authorities, or other organizational number, along with other information related to your organization. The information that we request will be retained by us and used as described herein.

Demographic and other personally identifiable information (such as your name and email address) that you voluntarily give to us when choosing to participate in various activities related to the Application, such as chat, posting messages in comment sections or in our forums, liking posts, sending feedback, and responding to surveys. If you choose to share data about yourself via your profile, online chat, or other interactive areas of the Application, please be advised that all data you disclose in these areas is public and your data will be accessible to anyone who accesses the Application.

Please be considerate and respectful of others while using the community to share your opinions. We reserve the right, but do not have the obligation, to review and monitor such postings or any other content on our Services, and to remove postings or content that may be viewed as inappropriate or offensive to others.

#### 2.2.1 Information that is Passively or Automatically Collected

When you interact with the Services, we automatically collect certain information from your browser, device, and activity. This may include your IP address, device identifiers, operating system type and version, browser type and version, referring and exit pages, the dates and times of your visits, pages viewed, links clicked, search queries, and other actions you take in connection with the Services. We may also collect approximate location information derived from your IP address or device settings.

We use cookies, pixels, local storage, server logs, and similar technologies to collect this information for purposes such as enabling functionality, maintaining security, measuring performance, understanding user interactions, personalizing your experience, and delivering relevant content and advertising. You can control cookies through your browser settings, but disabling them may affect the availability or functionality of the Services.

### 2.2.2 Device/Usage Information

We may automatically collect certain information about the computer or devices (including mobile devices or tablets) you use to access the Services. As described further below, we may collect and analyze information such as (a) IP addresses, geolocation information, unique device identifiers, IMEI and TCP/IP address, and other information about your computer or device(s), browser types, browser language, operating system, mobile device carrier information, the state or country from which you accessed the Services; and (b) information related to the ways in which you interact with the Services, such as: referring and exit web pages and URLs, platform type, the number of clicks, domain names, landing pages, pages and content viewed and the order of those pages, statistical information about the use of the Services, the amount of time spent on particular pages, the date and time you used the Services, the frequency of your use of the Services, error logs, and other similar information. As described further below, we may use third-party analytics providers and technologies, including cookies and similar tools, to assist in collecting this information.

### 2.2.3 Cookies and Other Electronic Technologies

We may also collect data about your use of the Services through the use of Internet server logs, cookies and/or tracking pixels. A web server log is a file where website activity is stored. A cookie is a small text file that is placed on your computer when you visit a website, that enables us to: (i) recognize your computer; (ii) store your preferences and settings; (iii) understand the web pages of the Services you have visited; (iv), enhance your user experience by delivering content and advertisements specific to your inferred interests; (v) perform searches and analytics; and (vi) assist with security administrative functions. Tracking pixels (sometimes referred to as web beacons or clear GIFs) are tiny electronic tags with a unique identifier embedded in websites, online ads and/or email, and that are designed to provide usage information like ad impressions or clicks, measure popularity of the Services and associated advertising, and to access user cookies. We also may include Web beacons in email messages, newsletters, and other electronic communications to determine whether the message has been opened and for other analytics, personalization, and advertising. As we adopt additional technologies, we may also gather additional information through other methods.

Please note that you can change your settings to notify you when a cookie is being set or updated, or to block cookies altogether. Please consult the "Help" section of your browser for more information (e.g., Internet Explorer; Google Chrome; Mozilla Firefox; or Apple Safari). Please note that by blocking any or all cookies, you may not have access to certain features or offerings of the Services.

### 2.2.4 Location Information

We may collect different types of information about your location, including general information (e.g., IP address, zip code) and more specific information (e.g., GPS-based functionality on mobile devices used to access the Services), and may use that information to customize the Services with location-based information and features. We may use such information to improve the Services, including providing you with location-based or Subscriber-identified features. To deliver customized content and advertising, we may share your location information with our agents, vendors, or advertisers. If you access the Services through a mobile device and you do not want your device to provide us with location-tracking information, you can disable the GPS or other location-tracking functions on your device, provided your device allows you to do this. See your device manufacturer's instructions for further details. If you disable certain functions, you may be unable to use certain parts of the Services.

### 2.2.5 Information from Social Networking Sites and Other Third Parties

We may collect information about you or others through our affiliates or through non-affiliated third parties. For example, you may be able to access the Services through a social networking account, such as Facebook, LinkedIn, Instagram, or other social media outlets. If you choose access our Services through your account with us, you expressly allow us to have access to certain information in your Services profile. This may include your name, profile picture, gender, networks, user IDs, list of friends, location, date of birth, email address, photos, videos, people you follow and/or who follow you, and/or your posts or "likes."

Social networking sites have their own policies for handling your information. For a description of how these sites may use and disclose your information, including any information you make public, please consult the sites' privacy policies. We have no control over how any third-party site uses or discloses the personal information it collects about you.

We may also collect information about you or others through non-affiliated third parties. For example, to the extent permitted by law, we may, in our sole discretion, ask for and collect supplemental information from third parties, such as information about your organization's history, information to verify your identity or trustworthiness, or for other fraud or safety protection purposes. We may combine information that we collect from you through the Services with information that we obtain from such third parties and information derived from any other products or services we provide.

### 2.3 Collection of information across personal devices

Sometimes we (or our service providers) may use the information we collect - for instance, log-in credentials, IP addresses, hashed email addresses, and unique mobile device identifiers - to locate or try to locate the same unique users across multiple browsers or devices (such as smartphones, tablets, or computers), or work with providers that do this, in order to better tailor content, features, and advertising, and provide you with a seamless experience across the devices you use to access the Services.

### 2.4 How We Use Your Information

We may use the information we collect from and about you for the following purposes:

1. For the purposes for which you provided it;
2. To recognize and authenticate you on the Services;
3. To initiate or to provide the features, Services and products available through the Services;
4. To send you information about your relationship or transactions with us, account alerts, or other communications, such as newsletters to which you have subscribed;
5. With your consent, to contact you with information, surveys, or Objects that we believe may be of interest to you both regarding our products and Services and those of third parties;
6. To process and respond to your inquiries or to request your Feedback;
7. For internal research, reporting, and analytics;
8. To improve the content and features of the Services or develop new Services;
9. To personalize the content and advertising that you see on the Services or on other websites;
10. For internal recruiting purposes;
11. With your consent, to call or send you SMS messages regarding your relationship with us or offers or services that may interest you;
12. To enforce the legal terms that govern your use of the Services; and
13. To administer and troubleshoot the Services.

Please note that we may combine information that we collect from you and about you (including automatically-collected information) with information we obtain about you from our affiliates and/or non-affiliated third parties, and use such combined information in accordance with this Agreement.

We may aggregate and/or de-identify information collected through the Services. We may use or allow our affiliates or business partners to use de-identified and/or aggregated data for any purpose, including without limitation for research and marketing purposes. As seen fit, we may also share such data with any third parties, including advertisers, promotional partners, Object Subscribers, and/or others.

### 2.5 When We Disclose Your Information

We may disclose and/or share your information to or with any non-affiliated third parties under the following circumstances:

1. Consent. We may disclose your information to any third parties based on your consent or request to do so.
2. Service Providers. We may provide access to or share your information with select third parties who perform services on our behalf, including without limitation, payment processing, identity validation, background checks, marketing, market research, customer support, data storage, analysis and processing, legal services, and other services as deemed appropriate by Extensia.
3. Object Subscribers. When you donate to an Object, we disclose only the necessary information as it pertains to processing your donation to the Object Subscriber.
4. Protection of Extensia and Others. You acknowledge, consent, and agree that We may access, preserve, and disclose your information and/or any User Content you submit or make available for inclusion on the Services, if required to do so by law or in a good faith belief that such access, preservation, or disclosure is permitted by our Privacy Policy or reasonably necessary or appropriate for any of the following reasons: (1) to comply with legal process; (2) to enforce these Terms, our Policy, or other contracts with you, including investigation of potential violations thereof; (3) to respond to claims that any content violates the rights of third parties; (4) to respond to your requests for customer service; and/or (5) to protect the

rights, property, or personal safety of Extensia, its agents and affiliates, its users, and the public. This includes exchanging information with other companies and organizations for fraud protection, and spam/malware prevention, and similar purposes.

5. **Business Transfers.** As we continue to develop our business, we may buy, merge or partner with other companies. In such transactions, (including in contemplation of such transactions, e.g., due diligence) user information may be among the transferred assets. If a portion or all of our assets are sold or transferred to a third-party, customer information (including your email address) would likely be one of the transferred business assets.
6. **Campaigns and Public Forums.** Campaigns on our Services may be publicly accessible. We may also offer community forums. You should be aware that any information you provide in these areas may be read, collected, and used by others who access them. Please also remember that if you choose to provide information on such features of the Services, individuals reading such information may use or disclose it to other individuals or entities without our control and without your knowledge, and search engines may index that information. Think carefully and choose what you disclose through such forums and decide if this information is you want to publicly share with everyone.
7. **By Law Or To Protect Rights:** If we believe the release of information about you is necessary to respond to legal process, to investigate or remedy potential violations of our policies, or to protect the rights, property, and safety of others, we may share your information as permitted or required by any applicable law, rule, or regulation. This includes exchanging information with other entities for fraud protection and credit risk reduction.
8. **Affiliates and Business Partners:** We may share your information with our affiliates, in which case we will require those affiliates to honor this Agreement. Affiliates include our parent company and any subsidiaries, joint venture partners or other companies that we control or that are under common control with us.

## 2.6 Online Analytics and Advertising

### 2.6.1 Analytics

We may use third-party web analytics services (such as those of Google Analytics or other third-party providers) on our Services to collect and analyze the information discussed above, and to engage in auditing, research, or reporting. The information (including your IP address) collected by various analytics technologies described in the “Cookies and Similar Technologies” section will be disclosed to or collected directly by these service providers, who use the information to evaluate your use of the Services, including by noting the third-party website from which you arrive, analyzing usage trends, assisting with fraud prevention, and providing certain features to you. To prevent Google Analytics from using your information for analytics, you may install the Google Analytics Opt-out Browser Add-on.

If you receive email from us, we may use certain analytics tools, such as clear GIFs to capture data such as when you open our message or click on any links or banners our email contains. This data allows us to gauge the effectiveness of our communications and marketing campaigns.

### 2.6.2 Online Advertising

We may use third-party advertising technologies that allow for the delivery of relevant content and advertising on our Services, as well as on other websites you visit. We also work with website analytics and advertising partners, including Google, Double-click Campaign Manager, and Facebook, to deliver Extensia ads on third party publisher websites, and these partners may set cookies on your device’s web browser. The ads may be based on various factors such as the content of the page you are visiting, information you enter such as your age and gender, your searches, demographic data, user-generated content, and other information we collect from you. These ads may be based on your current activity or your activity over time and across other websites and online services and may be tailored to your interests.

We may also allow other third parties (e.g., ad networks and ad servers such as Google Analytics, and others) to serve tailored ads to you on the Services, other sites, and in other applications, and to access their own cookies or other tracking technologies on your computer, mobile phone, or other device you use to access the Services. We may provide our customer information (such as email addresses) to service providers, who may “match” this information in de-identified form to cookies (or mobile ad identifiers) and other proprietary IDs, in order to target or “retarget” you with ads when you visit other websites and mobile applications. (You may opt out of many of these service providers as described in the next paragraph.)

We neither have access to, nor does this Agreement govern, the use of cookies or other tracking technologies that may be placed on your computer, mobile phone, or other device you use to access the Services by non-affiliated, third-party ad technology, ad servers, ad networks or any other non-affiliated third parties. Those parties that use these technologies may offer you a way to opt out of ad targeting as described below. You may receive tailored advertising on your computer through a web browser. If you are interested in more information about tailored browser advertising and how you can generally control cookies from being put on your computer to deliver tailored advertising, you may visit the Network Advertising Initiative’s Consumer Opt-Out link or the Digital Advertising Alliance’s Consumer Opt-Out link to opt-out of receiving tailored advertising from companies that participate



in those programs. To opt out of Google Analytics for display advertising or customize Google display network ads, you can visit the Google Ads Settings page.

Please note that to the extent advertising technology is integrated into the Services, you may still receive advertisements even if you opt-out. In that case, the advertising will not be tailored to your interests. Also, we do not control any of the above opt-out links or whether any particular company chooses to participate in these opt-out programs. We are not responsible for any choices you make using these mechanisms or the continued availability or accuracy of these mechanisms.

## 2.7 Notice Concerning Do-Not-Track Signals

Do Not Track (“DNT”) is a privacy preference that users can set in certain web browsers. We do not recognize or respond to browser-initiated DNT signals, as the Internet industry is currently still working toward defining exactly what DNT means, what it means to comply with DNT, and a common approach to responding to DNT.

## 2.8 Accessing and Controlling Your Data

In order to ensure that the information we maintain is accurate, you may access certain parts of your information and delete, change, or modify that information in accordance with applicable laws by editing your user profile. You must promptly update your user profile if it changes or is inaccurate. Donors may also be provided with an option of anonymizing certain aspects of their information in connection with a donation, such that the information is not publicly available. Please be advised, however, that Donor information will remain visible to us, and to the relevant Object Subscribers.

Upon your request, we will close your Subscriber or Donor account and remove your Campaign or profile information from view as soon as reasonably possible. Please contact us at [support@extensia.cloud](mailto:support@extensia.cloud) to request closure of your account. Please be advised that we may retain information from closed accounts to comply with the law, prevent fraud, collect any fees owed, resolve disputes, troubleshoot problems, assist with any investigations of any Member or user, enforce our Terms of Use, and/or for any other purposes otherwise permitted by law that we deem necessary in our sole discretion. Once you transmit any content through our Services, you may not be able to change or remove it.

## 2.9 Consent to Transfer

Our computer systems are currently based in North America, so your personal data will be processed by us in this jurisdiction. The data protection and privacy regulations in each of these jurisdictions may not offer the same level of protection as in other parts of the world. By using the Services, you agree to this Agreement and you consent to the transfer of all such information to the jurisdictions identified above, which may not offer a level of protection equivalent to that required in the jurisdiction in which you reside, and to the processing of that information as described herein.

## 2.10 Children’s Privacy

Our Services are not directly designed for use by individuals under the age of 13 (or 16 for children located in Europe). If you are under the age of 13 (or 16 for children located in Europe), please do not use the Services and/or submit any information through the Services. If you have reason to believe that a child under the age of 13 (or 16 for children located in Europe) has provided personal information to us through the Services, please contact us at [support@extensia.cloud](mailto:support@extensia.cloud), and we will delete that information from our databases to the extent required by law.

## 2.11 Your California Privacy Rights

California Law permits visitors who are California residents to request certain information once per year regarding our disclosure of “personal information” (as that term is defined under applicable California law) to third parties for such third parties’ direct marketing purposes. To make such a request, please send an email to [support@extensia.cloud](mailto:support@extensia.cloud) with “Privacy Support” in the subject line or write to us at Extensia, Inc., 2300 Lakeview Parkway, Suite 700, Alpharetta, GA 30009, Attention: Privacy Officer.

## 2.12 Security

We value your trust in providing us your Personal Information, thus we are striving to use commercially acceptable means of protecting it. No method of transmission over the internet, or method of electronic storage is 100% secure and reliable, and we cannot guarantee its absolute security.

We have implemented administrative, technical, and physical security measures to protect against the loss, misuse and/or alteration of your information. These safeguards vary based on the sensitivity of the information that we collect and store. However, we cannot and do not guarantee that these measures will prevent every unauthorized attempt to access, use, or disclose your information since despite our efforts, no Internet and/or other electronic transmissions can be completely secure. Therefore, you should take special care in deciding what information you send to us via email. Please keep this in mind when disclosing any information to Extensia via the Internet



You may be provided with a password upon creation of your account. We recommend that you immediately change this password and otherwise change your passwords periodically. You are responsible for maintaining the security of your applicable account usernames and passwords. If you believe that your account username and/or password have been stolen or been made known to others, you must contact us and change your password immediately. We are not responsible if someone else accesses your account(s) through information that they have obtained from you.

### 2.13 Amendments

Extensia may change this Agreement from time to time as laws, regulations, industry standards and/or our business evolves. We will post the changes to this page and encourage you to review our Policy periodically to stay informed. If we make changes that materially alter your privacy rights, we will provide additional notice, such as via email or through the Services. If you disagree with the changes to this Agreement, you should deactivate your Services Account. Contact us if you wish to request the removal of your personal data under our control.

### 2.14 Third Party Links and Services

The Services may contain links to or “frame” third-party websites, applications, and other services (e.g., including websites related to Objects and their Subscribers). Please be aware that we are not responsible for the privacy practices of such other sites and services. We encourage our users to be aware when they leave our Services and to read the privacy statements of each and every website they visit that collects their information.

### 2.15 Financial Data

Financial information, such as data related to your payment method (for example: bank account and routing number, ACH related information, valid credit card number, card brand, expiration date) that we may facilitate collection of, when you purchase, order, return, exchange, or request information about our services from the Application. We store only very limited, if any, financial information that we collect. Otherwise, all financial information is stored by our payment processors and you are encouraged to review their privacy policy and contact them directly for responses to your questions. We shall not be liable for their operation, safety or otherwise their functioning.

### 2.16 Payment Processors

Financial transactions relating to Extensia are handled by our payment services providers. We will share transaction data with the Payment Processors only to the extent necessary for the purposes of processing your payments, refunding such payments, and dealing with complaints and queries relating to such payments and refunds. Please note that the Payment Processors may collect some personal data from you, which allows them to process your payments (e.g., your email address, address, credit card details, and bank account number). The Payment Processors handle all the steps in the payment process through their systems, including data collection and data processing. We do not store your payment details in our systems unless it is necessary for accounting and administrative purposes. Contact our support team if you wish to request the removal of your personal data.

## 3 LIMITATION OF LIABILITY

To the fullest extent permitted by law, Extensia’s total liability for all claims arising out of or relating to this Agreement or the Services, whether in contract, tort, or otherwise, is limited to the greater of: (a) the amount you paid to Extensia for the Services in the 12 months before the claim arose; or (b) one hundred U.S. dollars (\$100). We are not liable for indirect, incidental, consequential, special, or punitive damages, or for loss of profits, revenue, data, or goodwill, even if we have been advised of the possibility of such damages.

## 4 INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Extensia, its affiliates, and their officers, directors, employees, agents, licensors, and suppliers from and against all claims, losses, liabilities, expenses, damages, and costs (including attorneys’ fees) arising from or relating to: (a) your use of the Services; (b) your fundraising campaigns, solicitations, or events; (c) your violation of this Agreement; or (d) your violation of any law or third-party rights.

## 5 GOVERNING JURISDICTION:

**Assignment and Successors.** Extensia may assign, transfer, or delegate this Agreement, and any of its rights or obligations hereunder, in whole or in part, without your consent, including in connection with a merger, acquisition, corporate reorganization, sale of assets, or similar transaction. Any permitted assignee or successor will be deemed to have all of Extensia’s rights and obligations under this Agreement, and your continued use of the Services after such transfer constitutes your acceptance of the successor as the party to this Agreement. You may not assign or transfer this Agreement without Extensia’s prior written consent.

**Governing Law; Venue.** This Agreement is governed by the laws of the State of Georgia and, where applicable, the laws of the United States, without regard to conflict-of-laws rules. If you access the Services from outside the United States, you do so at your own risk and are responsible for compliance with local laws. Except as otherwise provided in the Arbitration section, the state and federal courts located in Fulton County, Georgia have exclusive jurisdiction, and you and Extensia consent to personal jurisdiction there.

**Entire Agreement; Order of Precedence.** This Agreement (including any incorporated policies) is the entire agreement between you and Extensia regarding the Services and supersedes all prior or contemporaneous agreements. In the event of conflict, this Agreement controls unless a signed order form or master agreement expressly states otherwise.

**Updates Control.** No handwritten or signed changes are required to amend this Agreement; changes are made as described in Changes to this Agreement.

**Assignment.** You may not assign this Agreement without our written consent; Extensia may assign it without restriction.

**Acceptance.** No physical signatures are required. You accept this Agreement by clicking to accept, creating an account, or using the Services. Your electronic acceptance has the same legal force and effect as a handwritten signature.