

OATH

PRIVACY POLICY AND TERMS OF USE

Last updated: December 10, 2023

1. INTRODUCTION

51C Collaborative, Inc. doing business as Oath ("Oath", "Oath.Vote", "we", "our" or "us") is committed to protecting your privacy. We provide grassroots donor advising services to our clients.

This Privacy Policy explains how your personal information is collected, used and disclosed by Oath. This Privacy Policy applies to our Oath mobile application (the "App"); the Oath website at oath.vote, including its mobile version (the "Site"); and any other website, product or service that links to this Privacy Policy (collectively, including the App and the Site, our "Service").

By logging into this website and using the Site, you agree to be legally bound by this Privacy Policy and Terms of Use. You also agree to be bound by other legal notices that may be posted on this Site from time to time. Oath does not provide Personal Information collected about you to candidates, political parties, or organizations that you contribute to using the Site, other than partners that you specifically opt-in to.

We are committed to protecting your privacy online. By providing Personal Information to us, you agree to these Terms.

The Site is directed to users in the United States only.

2. UPDATES TO THE TERMS

Please review these Terms periodically because we modify them from time to time.

Please look at the "LAST UPDATED" legend at the top of this page to see when these Terms were last revised. Any changes to these Terms will become effective when we post the revised Terms on the Site.

Each time you visit this Site or provide us with information through the Site, by doing so you are accepting practices described in the Terms in effect at that time.

3. USE OF THE SITE

The purpose of Site is to facilitate contributions to candidates, organizations, and causes that our proprietary algorithm recommends to our clients, which are drawn from the general public. You may not sell or offer to sell access to Site. You agree not to use the Site to:

- access or forward personally identifiable information about any person to any other person;
- engage in advertising to, or solicitation of, any other persons to buy, or sell any product or services, including posting advertisements and/or solicitations of business;
- generate any content, including but not limited to, personal or organizational fundraising pages that are inconsistent with our Anti-Hate Speech policy found in Section 4 below;
- use this Site in a manner inconsistent with any and all applicable laws and regulations of any country;
- impersonate any person or entity, real or fictitious, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- stalk, abuse (or attempt to abuse), or otherwise harass another person;
- make unauthorized use of our trademarks or service marks;
- upload, post, e-mail or otherwise transmit or create any content that contain any viruses, Trojan horses, worms, spyware, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, or promotional materials, that are in the nature of "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
- attempt to gain access to any other person's account or password;
- include links to personal or commercial web pages and/or websites that we, in our sole discretion, deem incompatible with the goals and/or philosophy of our company;
- provide information that you know is false or misleading;

- post or provide links to information relating to circumventing this Site' or any other website's protected software; or
- post links to expressly solicit personal information from anyone under the age of 18.

We consider false information a violation of these terms and may take legal action against anyone who misrepresents personal information or is otherwise untruthful about their identity; or we may suspend or cancel any user's access it believes to be false, inaccurate or incomplete.

Notwithstanding the foregoing, you acknowledge that we cannot guarantee the accuracy of any information submitted by any user of the Site, nor any identity information about any user.

4. ANTI-HATE SPEECH POLICY & CONTENT REMOVAL

- **Prohibited Content:** Users are strictly prohibited from posting or sharing any content that promotes hate speech, discrimination, harassment, or violence based on race, ethnicity, gender, religion, sexual orientation, disability, or any other protected characteristic.
- **Content Monitoring:** Our platform reserves the right to monitor, review, and remove any content that violates the anti-hate speech policy. This includes, but is not limited to, text, images, videos, comments, and any other forms of user-generated content.
- **User Responsibility:** Users are solely responsible for the content they upload or share on the platform. By using our services, users agree not to engage in or promote any form of hate speech or discriminatory behavior.
- **Revocation of Access:** We reserve the right to revoke access, suspend, or terminate the accounts of users who violate our anti-hate speech policies. This action may be taken without prior notice or warning.
- **Reporting Violations:** Users are encouraged to report any instances of hate speech or inappropriate content to our platform for review. Reports will be investigated, and appropriate action will be taken as deemed necessary by the platform.
- **Compliance:** By using our platform, users agree to comply with all the policies and guidelines outlined in these terms of use, including the anti-hate speech policy. Failure to comply may result in immediate account termination.

Note: The platform reserves the right to modify or update these policies at any time without prior notice. Users are encouraged to review the terms of use periodically for any changes.

5. INTELLECTUAL PROPERTY RIGHTS

All copyright and other rights in and to the computer programs, computer applications, web applications, database programs, web content files and all written, graphic, audio and audiovisual works incorporated into and utilized on or a part of the Site and/or Site will be and remain Our sole and exclusive property.

You may not copy, modify, publish, transmit, distribute, perform, display, or sell any such Intellectual Property.

6. YOUR PERSONAL INFORMATION

"Personal Information" is information that identifies you as an individual, such as:

- Name
- Address
- Email address
- Occupation (required for political donations)
- Name of Employer (required for political donations)

We collect information you give us when you register on our Site, contribute using our Site, or contact us. We do not collect credit or debit card information. Any payment information is securely processed and stored via our payment processing vendors.

You can access some parts of the Site without registering and becoming a user ("User"), but you must become a User to access certain services offered on the Site, including tracking previous contributions that You have made using the Site. Certain information will be stored as a ("Guest") if you choose to not become a User right away.

During the registration process, you will be prompted to provide Personal Information to us, which will be stored with your email address. You will need to sign-in by providing a code that will be emailed to your email address in order to access your account.

Do not use another User's account or email address at any time, or share your access codes to any third party. Please notify Us immediately if you suspect any unauthorized use of your membership or access to your account. You should never respond to an online request for an access code other than in connection with the log-on process for the Site. Your disclosure of your access codes to any other person is entirely at your own risk. Although We will not be liable for your losses caused by any unauthorized use of your membership, you may be liable for our losses or the losses of others as a result of such unauthorized use.

By using the Site, you represent and warrant that: (a) all registration information you submit is truthful, accurate, current, and complete; (b) you will maintain the accuracy of such registration information by updating and revising it promptly; and (c) your use of the Site does not violate any applicable law or regulation.

7. HOW WE USE PERSONAL INFORMATION

We may use Personal Information:

- To communicate with you about Oath or its work.
- For our own purposes, such as data analysis, enhancing our website, improving our services, identifying usage trends and determining the effectiveness of our services.
- For provision to recipients that you contribute to, so they can comply with campaign finance laws. We will never provide email or phone number information to any recipient that you may contribute to using the Site, other than those you specifically opt-in to.
- For provision to our partners ("Oath Partners") when you specifically opt-in to receive communications from them. Specific notices will be provided when you are opting-in to receive future communications from an Oath Partner.
- As we believe to be necessary or appropriate: (a) under applicable law, including laws outside your country of residence; (b) to comply with legal process; (c) to respond to requests from public and government authorities including public and government authorities outside your country of residence; (d) to enforce our terms and conditions; (e) to protect our operations or those of any of our affiliates; (f) to protect our rights, privacy, safety or property, and/or that of our affiliates, you or others; and (g) to allow us to pursue available remedies or limit the damages that we may sustain.

8. HOW PERSONAL INFORMATION IS DISCLOSED

Your Personal Information may be disclosed:

- To our third-party service providers who provide services such as website hosting, data analysis, donation and payment processing, order fulfillment, infrastructure provision, IT services, customer service, email delivery services, auditing services and other similar services to enable them to provide services.
- To a third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our assets (including in connection with any bankruptcy or similar proceedings).
- As we believe to be necessary or appropriate: (a) under applicable law, including laws outside your country of residence; (b) to comply with legal process; (c) to respond to

requests from public and government authorities including public and government authorities outside your country of residence; (d) to enforce our Terms; (e) to protect our operations or those of any of our affiliates; (f) to protect our rights, privacy, safety or property, and/or that of our affiliates, you or others; and (g) to allow us to pursue available remedies or limit the damages that we may sustain.

9. OTHER INFORMATION

a. OTHER INFORMATION WE COLLECT

“Other Information” is any information that does not reveal your specific identity or does not directly relate to an individual, such as:

- Browser information;
- Server log files;
- Information collected through cookies, pixel tags and other technologies;
- Demographic information and other information provided by you;
- Aggregated information.

b. HOW WE COLLECT OTHER INFORMATION

We and our third party service providers may collect Other Information in a variety of ways, including:

- Through your browser: Certain information is collected by most browsers, such as your Media Access Control (MAC) address, computer type (Windows or Macintosh), screen resolution, operating system version and Internet browser type and version.
- Using cookies: Cookies allow a web server to transfer data to a computer for record keeping and other purposes. We and our service providers use cookies and other technologies to, among other things, better serve you with more tailored information and facilitate your ongoing access to and use of the Site, as well as for online tracking purposes. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to decline the use of cookies. To learn more about cookies, please visit <http://www.allaboutcookies.org/>. If you choose to decline cookies, some or all of the features and functionality of the Site may not be available to you.

- Using embedded images, pixel tags and other similar technologies: We may use embedded images or pixel tags (also known as web beacons and clear GIFs) in connection with some Site pages and email messages to, among other things, track the actions of Site users and email recipients, measure the success of our marketing campaigns and compile statistics about Site usage and response rates.
- From you: We may collect demographic information such as your location, as well as other information, such as your preferred means of communication, when you voluntarily provide this information to us. Unless combined with Personal Information, this information does not personally identify you or any other user of the Site.
- By aggregating information: We may aggregate Personal Information so that the end-product does not personally identify you or any other user of the Site, for example, by using Personal Information to calculate the percentage of our users who have a particular telephone area code. Aggregated Personal Information does not personally identify you or any other user of the Site.

c. HOW WE USE AND DISCLOSE OTHER INFORMATION

Because Other Information does not personally identify you, we may use and disclose Other Information for any purpose.

In some instances, we may combine Other Information with Personal Information (such as combining your name with your IP Address). If we combine any Other Information with Personal Information, the combined information will be treated by us as Personal Information as long as it is combined.

10. LIMITATION ON LIABILITY

We reserve the right to interrupt the operation of Site, or your use of the Site, with or without prior notice for any reason or no reason.

You agree that We will not be liable for interruption of Site or for its delay or failure to perform. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, telephone system or communications lines failures, or theft or destruction or unauthorized access to, or alteration of, user communications.

We are not responsible for any problems or technical malfunction of any telephone network or lines, computer systems, servers or providers, computer equipment, software, failure of email systems on account of technical problems or traffic congestion on the Internet or at any site or combination thereof, including injury or damage to users of Site or to any other person's phone or computer related to or resulting from participating or downloading materials in connection with Site.

Except where restricted or prohibited, in no event will We be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including lost profits arising from your participation in Site or use of the Site, or of our termination of your account, even if We have been advised of the possibility of such damages.

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, 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 WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DO NOT MAKE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE.

WITHOUT LIMITING THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT THE SITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

11. SECURITY

We use reasonable organizational, technical and administrative measures to protect Personal Information under our control. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure.

If you have reason to believe that your interaction with us is no longer secure, please immediately notify us of the issue by contacting us in accordance with the "Contacting Us" section below.

12. ONLINE PRIVACY PROTECTION

We comply with the California Online Privacy Protection Act. As part of that Act, all registered users of our site may make any changes to their information at any time contacting us as described below.

13. CHOICES AND ACCESS

We give you many choices regarding our use and disclosure of your Personal Information. You may opt out from receiving campaign or marketing-related emails from us by emailing team@oath.vote.

We will try to comply with your request(s) as soon as reasonably practicable. Please also note that if you do opt out of receiving marketing-related messages from us, we may still send important administrative messages to you, and you cannot opt out from receiving administrative messages.

If you would like to review or update your Personal Information that has been previously provided to us, you may contact us at team@oath.vote. In your request, please make clear what information you would like to have changed.

14. USE OF SITE BY MINORS

The Site is not directed to individuals under the age of seventeen, and we request that these individuals do not provide Personal Information through the Site.

We do not knowingly, directly or passively, collect information from children under the age of 17. To respect the privacy of children and to comply with the Children's Online Privacy Protection Act, children under the age of 17 should not provide any Personal Information on this Site. We ask that parents supervise their children while online.

15. JURISDICTIONAL ISSUES

The Site is controlled and operated by us from the United States and is not intended to subject us to the laws or jurisdiction of any state, country or territory other than that of the United States.

16. CONTACTING US

If you have any questions about this Privacy Policy and Terms of Use, please contact us at team@oath.vote.

Please note that email communications are not always secure, so please do not include sensitive information in your messages to us.