

# The Charitable Payraise, LLC

## TERMS of SERVICE

EFFECTIVE: May 18, 2021

This is a contract between you and The Charitable Payraise™ (“*Charitable Payraise*”). The Terms apply when you use the Retirement Optimization of Qualified Stock (ROQS™) Method Website, Services and/or Documentation.

If you have questions about these terms of service, please email us at [legal@charitablepayraise.com](mailto:legal@charitablepayraise.com).

THESE TERMS OF SERVICE ("TERMS") CONSTITUTE A CONTRACT BETWEEN YOU AND CHARITABLE PAYRAISE AND GOVERN THE USE OF AND ACCESS TO THE SERVICE AND SITE BY YOU, SUBSCRIBERS, AND END- USERS IN CONNECTION WITH A PAID SUBSCRIPTION TO THE SERVICE.

By accepting these Terms, or by accessing or using the Service or Site, or authorizing or permitting a Subscriber or End-User to access or use the Service, You agree to be bound by these Terms. If You are entering into these Terms on behalf of a company, organization, or another legal entity (an "Entity"), You are agreeing to these Terms for that Entity and representing to Charitable Payraise that You have the authority to bind such Entity and its affiliates to these Terms, in which case the terms "Subscriber," "You," "Your", or related capitalized terms herein shall refer to such Entity and its affiliates. If You do not have such authority, or if You do not agree with these Terms, You must not accept these Terms and may not use the Service.

### 1. DEFINITIONS

The following terms have the following meanings:

***Account:*** means all Charitable Payraise accounts or instances created by or on behalf of Subscriber within the Service.

***Confidential Information:*** means all information disclosed by You to Charitable Payraise or by Charitable Payraise to You which is in tangible form and may or may not be labeled "confidential" (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. For purposes of these Terms, Your Data shall be deemed Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the receiving party at the time of disclosure by the disclosing party; (b) was or is obtained by the receiving party by a third party not known by the receiving party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of these Terms; or (d) was or is independently developed by the receiving party without use of the disclosing party's Confidential Information.

***Documentation:*** means any written or electronic documentation, images, video, text, or sounds specifying the functionalities of the Service provided or made available by Charitable Payraise to You, Subscribers, or End-Users through the Site or otherwise.

***End-User:*** means any person or entity other than Subscriber with whom Subscriber interacts using the Service, including any person or entity being provided access to or receiving reports or other information generated by the Service.

***Form:*** means any Charitable Payraise generated service order form executed or approved by You with respect to Your subscription to the Service. The Form may detail, among other things, the number of Subscribers authorized to use the Service under Your subscription to the Service and the Service Plan applicable to Your subscription to the Service.

***Other Services:*** means third party products, applications, services, software, products, networks, systems, directories, websites, databases, and information which the Service links to, or which You may connect to or enable in conjunction with

the Service, including, without limitation, certain Other Services which may be integrated directly into Your Charitable Payraise Service.

**Service:** means the on-demand Charitable Payraise ROQS™ tools provided by Charitable Payraise including, individually and collectively, Software, and any Documentation. Any new or modified features added to or augmenting the Service or updates or enhancements to the Service ("Updates") are also subject to these Terms and We reserve the right to deploy Updates at any time. Service also includes any training or consulting offered by Charitable Payraise.

**Service Plan:** means the service plan and the functionality and services associated therewith (as detailed on the Site) for which You subscribe with respect to each Subscriber.

**Site:** means [www.charitablepayraise.com](http://www.charitablepayraise.com) and all other websites owned or operated by Charitable Payraise or its subsidiaries.

**Software:** means software provided by Charitable Payraise (either by download or access through the internet) that allows a Subscriber or End User to use any functionality in connection with the Service.

**Subscriber:** means an individual authorized to use the Service through Your Account as a product owner, contributor, reviewer, viewer, and/or administrator as identified through an email address assigned to a specific individual (e.g., janus.stigley@yourcompany.com; not productmanager1@yourcompany.com).

**Subscription Term:** means the period during which You have agreed to subscribe to the Service.

**Charitable Payraise:** means The Charitable Payraise LLC, a Virginia limited liability company or any of its successors or assignees. In these Terms, Charitable Payraise may also be referred to through the use of "We" or "Our."

**Your Data:** means all electronic data, text, messages, or other materials submitted to the Service by You, Subscribers, and End-Users, in connection with Your use of the Service.

## 2. GENERAL CONDITIONS; ACCESS TO AND USE OF THE SERVICE

**2.1** During the Subscription Term and subject to compliance by You, Subscribers, and End Users with these Terms, You have the limited right to access and use the Service consistent with the Service Plan You subscribe to for Your internal business purposes.

**2.2** A high-speed Internet connection is required for proper transmission of the Service. You are responsible for procuring and maintaining the network connections that connect Your network to the Service, including, but not limited to, "browser" software that supports protocols used by Charitable Payraise, including Secure Sockets Layer (SSL)/Transport Layer Security (TLS) protocols or other protocols accepted by Charitable Payraise, and to follow procedures for accessing services that support such protocols. We are not responsible for notifying You, Subscribers, or End Users of any upgrades, fixes, or enhancements to any such software or for any compromise of data, including Your Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated, or controlled by Charitable Payraise. We assume no responsibility for the reliability or performance of any connections as described in this section.

**2.3** You agree not to: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit or make the Service available to any third party, other than authorized Subscribers and End Users in furtherance of Your internal business purposes as expressly permitted by these Terms; (b) use the Service to process data on behalf of any third party other than Subscribers or End Users; (c) modify, adapt, or hack the Service, or otherwise attempt to gain unauthorized access to the Service or related systems or networks; (d) falsely imply any sponsorship or association with Charitable Payraise, (e) use the Service in any unlawful manner, including but not limited to violation of any person's

privacy rights; (f) use the Service to send unsolicited or unauthorized junk mail, spam, pyramid schemes, or other forms of duplicative or unsolicited messages; (g) use the Service to store or transmit files, materials, data, text, audio, video, images, or other content that infringes on any person's intellectual property rights; (h) use the Service in any manner that interferes with or disrupts the integrity or performance of the Service and its components; (i) attempt to decipher, decompile, reverse engineer, or otherwise discover the source code of any software making up the Service; (j) use the Service to knowingly post, transmit, upload, link to, send, or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (k) use the Service to store or transmit any "protected health information" as that term is defined in 45 C.F.R. 160.103; (l) use the Service to knowingly post transmit, upload, link to, send, or store any viruses, malware, Trojan horses, time bombs, or any other similar harmful software ("Malicious Software"); or (m) try to use, or use the Service in violation of these Terms.

**2.4** You are responsible for compliance with the provisions of these Terms by Subscribers and End Users and for any and all activities that occur under Your Account, as well as for all Your Data. Without limiting the foregoing, You are solely responsible for ensuring that use of the Service to collect, store, transmit, and otherwise process Your Data is compliant with all applicable laws and regulations. You also maintain all responsibility for determining whether the Service or the information generated thereby is accurate or sufficient for Your purposes. Subject to any limitation on the number of individual Subscribers available under the Service Plan for which You subscribed, access to and use of the Service is restricted to the specified number of individual Subscribers permitted under Your subscription to the Service. You agree and acknowledge that each Subscriber will be identified by a unique email address and password ("Login") and that a Login may only be used by one (1) individual. You will not share a Login among multiple individuals. You and Your Subscribers are responsible for maintaining the confidentiality of all Login information for Your Account.

**2.5** In addition to Our rights as set forth in Section 7.4, Charitable Payraise reserves the right, in Charitable Payraise's reasonable discretion, to temporarily suspend Your access to and use of the Service: (a) during planned downtime for upgrades and maintenance to the Service; (b) during any unavailability caused by circumstances beyond Our reasonable control, such as, but not limited to, acts of God, acts of government, acts of terror or civil unrest, technical failures beyond Our reasonable control (including, without limitation, inability to access the Internet), or acts undertaken by third parties, including, without limitation, distributed denial of service attacks ("Force Majeure Events"); or (c) if We suspect or detect any Malicious Software connected to Your Account, or use of the Service by You, Subscribers, or End Users.

### **3. DATA PRIVACY AND SECURITY; CONFIDENTIALITY**

**3.1** Subject to the express permissions of these Terms, You and Charitable Payraise will protect each other's Confidential Information from unauthorized use, access, or disclosure in the same manner as each protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to these Terms, You and Charitable Payraise may use each other's Confidential Information solely to exercise Your and Charitable Payraise's respective rights and perform Your and Charitable Payraise's respective obligations under these Terms and shall disclose such Confidential Information solely to those employees, representatives, and Subscribers who have a need to know such Confidential Information for such purposes and who are bound to maintain the confidentiality of, and not misuse, such Confidential Information.

**3.2** Charitable Payraise will maintain commercially reasonable administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of Your Data, including but not limited to NIST frameworks, OWASP Top 10, and CIS Top20. These safeguards include encryption of Your Data at rest and the transmission between the database and application (using TLS1.2 or similar technologies). You link to Other Services at Your own risk. Our compliance with the provisions of this Section 3.2 shall be deemed compliance with Our obligations to protect Your Data as set forth in Section 3.1.

**3.3** You agree that Charitable Payraise and the service providers We use to assist in providing the Service to You shall have the right to access Your Account and Your Data solely to the extent necessary to provide the Service, including, without limitation, in response to Your support requests. Any third-party service providers given access to Your Account and Your Data will be subject to confidentiality obligations no less stringent than those set forth in Section 3.1. Charitable Payraise and these third-party service providers shall: (a) not sell Your Data or personal information as described in Our Privacy Policy, the current version of which is available at <https://wordpress-575202-1876246.cloudwaysapps.com/privacy-policy/> ("Personal Information"); (b) only retain, use, or disclose Your Data or Personal Information for the specific purpose of providing the Service to You; (c) not retain, use, or disclose Your Data or Personal Information for a commercial purpose other than providing the Service to You; (d) not retain, use, or disclose Your Data or Personal Information outside of Your direct business relationship with Charitable Payraise; and (e) to the extent You, in Your use of the Service, do not have the ability to delete Your Data or Personal Information, comply with any commercially reasonable request by You to facilitate such actions to the extent Charitable Payraise is legally permitted to do so and you have verified the request to the extent required by law.

**3.4** We collect certain information about You, Subscribers, and End Users as well as Your use of the Service. We use, disclose, and protect this information as described in Our Privacy Policy, the current version of which is available at <https://wordpress-575202-1876246.cloudwaysapps.com/privacy-policy/> and which is incorporated into the Terms.

## 4. INTELLECTUAL PROPERTY RIGHTS

You and Charitable Payraise shall maintain all rights, title and interest in and to all Your and Charitable Payraise's respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how, and any other intellectual property and/or proprietary rights (collectively, "Intellectual Property Rights"). The rights granted to You, Subscribers, and End Users to use the Service under these Terms do not convey any additional rights in the Service, or in any Intellectual Property Rights associated therewith. Subject only to limited rights to access and use the Service as expressly permitted herein, all rights, title, and interest in and to the Service and all hardware, software, and other components of or used to provide the Service, including all related intellectual property rights, will remain with and belong exclusively to Charitable Payraise. Charitable Payraise shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to incorporate into the Service or otherwise use any suggestions, enhancement requests, recommendations, or other feedback We receive from You, Subscribers, or End Users. Charitable Payraise and Charitable Payraise's other product and service names, and logos used or displayed on the Service are trademarks or registered trademarks of Charitable Payraise (collectively, "Marks"), and You may only use such Marks to identify You as a Subscriber. You shall not attempt to claim any rights in the Marks, degrade the distinctiveness of the Marks, or use the Marks to disparage or misrepresent Charitable Payraise, its services, or products.

## 5. THIRD PARTY SERVICES

If You decide to enable, access, or use Other Services, be advised that Your access and use of such Other Services is governed solely by the terms and conditions of such Other Services. We do not endorse, are not responsible or liable for, and make no representations or warranties as to any aspect of such Other Services, including, without limitation, their content or the manner in which they handle data (including Your Data), or any interaction between You and the provider of such Other Services. You irrevocably waive any claim against Charitable Payraise with respect to such Other Services. Charitable Payraise is not liable for any damage or loss caused or alleged to be caused by or in connection with Your enablement, access or use of any such Other Services, or Your reliance on the privacy practices, data security processes, or other policies of such Other Services. You may be required to register for or log into such Other Services on their respective websites. By enabling any Other Services, You are expressly permitting Charitable Payraise to disclose Your Login as well as Your Data as necessary to facilitate the use or enablement of such Other Service.

## 6. BILLING, PLAN MODIFICATIONS AND PAYMENTS

**6.1** Unless otherwise indicated on a Form referencing these Terms and subject to Section 6.2, all charges associated with Your access to and use of the Service ("Subscription Charges") are due within 15 days following commencement of Your Subscription Term. If You fail to pay Your Subscription Charges or charges for other services indicated on any Form referencing these Terms within fifteen (15) business days of Our notice to You that payment is overdue or delinquent, in addition to Our other remedies, We may suspend or terminate access to and use of the Service by You, Subscribers, and End Users.

**6.2** If You choose to increase the number of authorized Subscribers during Your Subscription Term (a "Subscription Upgrade"), any incremental Subscription Charges associated with such Subscription Upgrade will be prorated over the remaining period of Your then current Subscription Term, charged to Your Account, and due and payable upon implementation of such Subscription Upgrade. In any future Subscription Term, Your Subscription Charges will reflect any such Subscription Upgrades.

**6.3** Unless otherwise stated, Our charges do not include any taxes, levies, duties, or similar governmental assessments, including value-added, sales, use, or withholding taxes assessable by any local, state, provincial, or foreign jurisdiction (collectively "Taxes"). You are responsible for paying Taxes except those assessable against Charitable Payraise based on its income. We will invoice You for such Taxes if We believe We have a legal obligation to do so and You agree to pay such Taxes if so invoiced.

## 7. CANCELLATION AND TERMINATION

**7.1** Unless otherwise provided for in any Form, the Subscription Charges applicable to Your subscription to the Service for any such subsequent Subscription Term shall be Our standard Subscription Charges for the Service Plan to which You have subscribed as of the time such subsequent Subscription Term commences.

**7.2** Unless otherwise indicated on a Form referencing these Terms, no refunds or credits for Subscription Charges or other fees or payments will be provided to You if You elect to terminate Your subscription to the Service or cancel Your Account prior to the end of Your then-effective Subscription Term. Following the termination or cancellation of Your subscription to the Service and/or Account, We reserve the right to delete all Your Data in the normal course of operation. Your Data cannot be recovered once Your Account is cancelled.

**7.3** If You terminate Your subscription to the Service, cancel Your Account prior to the end of Your Subscription Term, or We effect such termination or cancellation pursuant to Sections 2.5(c) or 7.4, in addition to other amounts You may owe Charitable Payraise, You must immediately pay any unpaid Subscription Charges associated with the remainder of such Subscription Term. This amount will not be payable by You in the event You terminate Your subscription to the Service or cancel Your Account as a result of a material breach of these Terms by Charitable Payraise, provided You provide advance notice of such breach to Charitable Payraise and afford Charitable Payraise not less than thirty (30) days to reasonably cure such breach.

**7.4** Charitable Payraise reserves the right to modify, suspend, or terminate the Service (or any part thereof), Your Account, or Your, Subscribers', or End Users' rights to access and use the Service, and remove, disable, and discard any of Your Data if We believe that You, Subscribers, or End Users have violated these Terms. Unless legally prohibited from doing so, Charitable Payraise will use commercially reasonable efforts to contact You directly via email to notify You when taking any of the foregoing actions. Charitable Payraise shall not be liable to You, Subscribers, End Users, or any other third party for

any such modification, suspension, or discontinuation of Your rights to access and use the Service. Any suspected fraudulent, abusive, or illegal activity by You, Subscribers, or End Users may be referred to law enforcement authorities at Our sole discretion.

## 8. WARRANTIES; DISCLAIMER OF WARRANTIES

THE SITE AND THE SERVICE, INCLUDING ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW. CHARITABLE PAYRAISE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. YOU ACKNOWLEDGE THAT CHARITABLE PAYRAISE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY YOU FROM CHARITABLE PAYRAISE (INCLUDING, BUT NOT LIMITED TO, ITS EMPLOYEES) OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

THE CHARITABLE PAYRAISE™ HAS STRUCTURED THE RETIREMENT OPTIMIZATION OF QUALIFIED STOCK (ROQS™) METHOD BASED ON CHARITABLE PAYRAISE'S UNDERSTANDING OF THE FEDERAL TAX LAWS AND REGULATIONS AS OF THE DATE OF THIS AGREEMENT. CHARITABLE PAYRAISE BELIEVES THAT THE ROQS™ METHOD WILL PROVIDE THE ANTICIPATED TAX BENEFITS UNDER CURRENT LAW IF YOUR TAX SITUATION DOES NOT MATERIALLY CHANGE, AND YOU USE CHARITABLE PAYRAISE'S TEMPLATES WITHOUT ALTERATION AND PERFORM/ENFORCE THE CONTRACTS AS WRITTEN. AS THE ACTUAL OUTCOME WILL DEPEND ON MANY VARIABLES THAT CHARITABLE PAYRAISE DOES NOT CONTROL, CHARITABLE PAYRAISE CANNOT GUARANTEE THE EFFECTIVENESS OF THE STRATEGY IN SERVING TO REDUCE OR MINIMIZE YOUR OVERALL TAX LIABILITIES, OR THE TAX RESULTS THAT MAY BE GENERATED. FURTHER, TAX LAWS AND REGULATIONS MAY CHANGE, WHICH COULD AFFECT THE POTENTIAL TAX BENEFITS OF THIS PROGRAM POSITIVELY OR NEGATIVELY. ALL INFORMATION THAT CHARITABLE PAYRAISE MAKES AVAILABLE TO YOU HAS BEEN COMPILED FROM SOURCES CHARITABLE PAYRAISE BELIEVES TO BE RELIABLE AND IS PROVIDED IN GOOD FAITH, BUT CHARITABLE PAYRAISE DOES NOT GUARANTEE THAT IT IS ACCURATE, COMPLETE OR CURRENT. CHARITABLE PAYRAISE HAS THE RIGHT TO CHANGE THE PRESENTATION MATERIALS AND INFORMATION AT ANY TIME WITHOUT NOTICE TO YOU, BUT CHARITABLE PAYRAISE DOES NOT UNDERTAKE ANY OBLIGATION TO UPDATE, SUPPLEMENT OR CORRECT ANY INFORMATION THAT CHARITABLE PAYRAISE HAS PROVIDED TO YOU. ACTUAL FUTURE RESULTS MAY PROVE TO BE DIFFERENT FROM EXPECTATIONS. CHARITABLE PAYRAISE IS NOT RESPONSIBLE FOR ANY PROJECTION OR PREDICTION OF INVESTMENT VALUES, MARKET PERFORMANCE, INTEREST RATES, TAX RATES, OR ANY OTHER VARIABLES THAT MAY AFFECT THE OUTCOME OF THE PROGRAM. **NO INFORMATION PROVIDED PURSUANT TO THESE TERMS SHALL CONSTITUTE INVESTMENT ADVICE AND/OR A RECOMMENDATION TO PURCHASE, SELL OR HOLD ANY SECURITIES OR FINANCIAL INSTRUMENT.** ALL INVESTMENTS INVOLVE RISKS, ARE NOT GUARANTEED, AND MAY NOT RETURN THE ORIGINAL PRINCIPAL AMOUNT INVESTED. ANY STATEMENTS REGARDING INVESTMENT PERFORMANCE EXPECTATIONS, RISK AND/OR RETURN TARGETS DO NOT CONSTITUTE A REPRESENTATION OR WARRANTY THAT THE EXPECTATIONS OR TARGETS WILL BE ACHIEVED. CHARITABLE PAYRAISE DOES NOT GUARANTEE THAT THE ROQS™ METHOD IS SUITABLE FOR YOU. THERE ARE COSTS AND ADMINISTRATIVE BURDENS ASSOCIATED WITH THE PROGRAM, WHICH YOU SHOULD CAREFULLY EVALUATE. FURTHER, CHARITABLE PAYRAISE DOES NOT PROVIDE LEGAL, TAX OR ACCOUNTING ADVICE. YOU SHOULD READ ALL AVAILABLE INFORMATION ABOUT THE ROQS™ METHOD, INCLUDING INFORMATION ABOUT RISKS, FEES AND EXPENSES, AND YOU SHOULD CONSULT WITH YOUR LEGAL AND/OR TAX ADVISORS, BEFORE DECIDING WHETHER TO ADOPT THE STRATEGY.

## 9. LIMITATION OF LIABILITY

### 9.1 UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT,

NEGLIGENCE, OR OTHERWISE) WILL EITHER PARTY TO THESE TERMS, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SUBSCRIBERS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR OTHER SIMILAR DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION OR ANY OTHER LOSS INCURRED BY SUCH PARTY OR THIRD PARTY IN CONNECTION WITH THESE TERMS OR THE SERVICE, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

**9.2** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, CHARITABLE PAYRAISE'S AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF THESE TERMS OR OTHERWISE IN CONNECTION WITH ANY SUBSCRIPTION TO, OR USE OR EMPLOYMENT OF THE SERVICE, SHALL IN NO EVENT EXCEED ONE MILLION DOLLARS (\$1,000,000). YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION 9.2 IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE SUBSCRIPTION CHARGES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF Charitable Payraise WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN.

CHARITABLE PAYRAISE HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE YOU THE RIGHTS TO ACCESS AND USE THE SERVICE PROVIDED FOR IN THESE TERMS.

**9.3** The limitations in Section 9.1 and Section 9.2 shall not apply to any intentional breach of confidentiality obligations set forth in Section 3, nor to indemnity obligations under Section 10.

**9.4** Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to You. IN THESE JURISDICTIONS, CHARITABLE PAYRAISE'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

## 10. INDEMNIFICATION

**10.1** Charitable Payraise will indemnify, hold harmless, and defend You from and against any claim against You by reason of Your use of the Service as permitted hereunder, brought by a third party alleging that the Service infringes or misappropriates a third party's valid United States patent, copyright, trademark, or trade secret (an "IP Claim"). Charitable Payraise shall, at its expense, defend such IP Claim and pay damages finally awarded against You in connection therewith, including the reasonable fees and expenses of the attorneys engaged by Charitable Payraise for such defense, provided that: (a) You promptly notify Charitable Payraise of the threat or notice of such IP Claim; (b) Charitable Payraise is provided the sole and exclusive control and authority to select defense attorneys, defend, and/or settle any such IP Claim; and (c) You fully cooperate with Charitable Payraise in connection therewith. If use of the Service by You, Subscribers, or End Users has become, or in Charitable Payraise's opinion, is likely to become, the subject of any such IP Claim, Charitable Payraise may, at its option and expense, either: (x) procure for You the right to continue using the Service as set forth hereunder; (y) replace or modify the Service to make it non-infringing; or (z) if options (x) or (y) are not commercially and reasonably practicable as determined by Charitable Payraise, terminate Your subscription to the Service and repay You, on a pro-rated basis, any Subscription Charges previously paid to Charitable Payraise for the corresponding unused portion of Your Subscription Term. Charitable Payraise will have no liability or obligation under this Section 10.1 with respect to any IP Claim if such claim is caused in whole or in part by: (i) compliance with designs, data, instructions, or specifications provided by You; (ii) modification of the Service by anyone other than Charitable Payraise; or (iii) the combination, operation, or use of the

Service with other hardware or software where the Service would not by itself be infringing.

The provisions of this Section 10.1 state the sole, exclusive, and entire liability of Charitable Payraise to You and constitute Your sole remedy with respect to an IP Claim brought by reason of access to or use of the Service by You, Subscribers, or End Users.

**10.2** You will indemnify, hold harmless, and defend Charitable Payraise against any claim brought by a third party against Charitable Payraise arising from or related to use of the Service by You, Subscribers, or End Users in breach of these Terms, or matters which You have expressly agreed to be responsible pursuant to these Terms, provided that Charitable Payraise promptly notifies You of the threat or notice of such a claim.

## **11. ASSIGNMENT; ENTIRE AGREEMENT; REVISIONS**

**11.1** You may not, directly or indirectly, by operation of law or otherwise, assign all or any part of these Terms or Your rights under these Terms or delegate performance of Your duties under these Terms without Charitable Payraise's prior consent. We may, without Your consent, assign Our agreement with You to any affiliate or in connection with any merger or change of control of Charitable Payraise or the sale of all or substantially all of Our assets provided that any such successor agrees to fulfill its obligations pursuant to these Terms. Subject to the foregoing restrictions, these Terms will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

**11.2** These Terms, together with any Form(s), constitute the entire agreement, and supersede any and all prior agreements between You and Charitable Payraise with regard to the subject matter hereof. You are not relying on any representations or warranties other than those expressly provided herein. These Terms will control over any standard or boilerplate terms included on any document provided by You or a third party acting on your behalf to Charitable Payraise including but not limited to purchase orders. Any such terms are expressly rejected by Charitable Payraise and are not part of these Terms. We may amend these Terms from time to time, in which case the new Terms will supersede prior versions. We will announce any material changes to these Terms via email or in-app messaging at least seven (7) days prior to their taking effect. Charitable Payraise's failure to enforce at any time any provision of these Terms does not constitute a waiver of that provision or of any other provision of the Terms.

## **12. SEVERABILITY**

If any provision in these Terms is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.

## **13. EXPORT COMPLIANCE AND USE RESTRICTIONS**

The Service and other Software or components of the Service which Charitable Payraise may provide or make available to You, Subscribers, or End Users may be subject to U.S. export control and economic sanctions laws. You agree to comply with all such laws and regulations as they relate to access to and use of the Service, Software, and such other components by You, Subscribers, and End Users. You shall not access or use the Service if You are located in any jurisdiction in which the provision of the Service, Software, or other components is prohibited under U.S. or other applicable laws or regulations (a "Prohibited Jurisdiction") and You shall not provide access to the Service to any government, entity, or individual located in any Prohibited Jurisdiction. You represent, warrant, and covenant that (i) You are not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person, (ii) You are not a national of, or a company registered in, any Prohibited Jurisdiction, (iii) You shall not permit Subscribers or End Users to access or use the Service in violation of any U.S. or other applicable export embargoes, prohibitions, or restrictions, and (iv) You shall

comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which You, Subscribers, and End Users are located.

#### 14. RELATIONSHIP OF THE PARTIES

The parties are independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship among the parties.

#### 15. SURVIVAL

Sections 1-4, 6, 8 and 9-17 shall survive any termination of the agreement with respect to use of the Service by You, Subscribers or End Users. Termination of such agreement shall not limit Your or Charitable Payraise's liability for obligations accrued as of or prior to such termination or for any breach of these Terms.

#### 16. NOTICE

All notices to be provided by Charitable Payraise to You under these Terms may be delivered in writing (i) by nationally recognized overnight delivery service ("Courier") or US mail to the contact mailing address provided by You on any Form; or (ii) electronic mail to the electronic mail address provided for Your Account owner. You must give notice to Us in writing via electronic mail at [legal@charitablepayraise.com](mailto:legal@charitablepayraise.com). All notices shall be deemed to have been given immediately upon delivery by electronic mail, or if otherwise delivered upon receipt or, if earlier, two (2) business days after being deposited in the mail or with a Courier as permitted above.

#### 17. GOVERNING LAW

The enforcement and interpretation of, and all claims or disputes arising out of or related to these Terms shall be governed by the procedural and substantive laws of the Commonwealth of Virginia, including its statute of limitations, without regard to conflict of laws principles that would cause the application of another jurisdiction's laws to apply. You hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts of the Commonwealth of Virginia, Fairfax County, for the purpose of resolving any dispute relating to the Terms or access to or use of the Service by You, Subscribers, or End Users.

# The Charitable Payraise, LLC

## PRIVACY POLICY for The Charitable Payraise, LLC

Date of last revision: **May 18, 2021**

**Introduction.** Before you use The Charitable Payraise, LLC (the "Charitable Payraise") website (the "Website"), please carefully read this Privacy Policy (the "Privacy Policy") and our [Terms of Use](#) (the "Terms"), which govern your use of the information, content, tools, products and services on this Website.

The Charitable Payraise only provides this service to U.S. citizens.

The Charitable Payraise is committed to protecting your personal and financial information that you provide to us.

**The Charitable Payraise does not sell or share your personal and financial information.**

### Definitions.

**"Personal Information"** is any information that we could use to identify you, which is also referred to as "Personally Identifiable Information" ("PII"). This does not include PII that is encoded, i.e., encrypted, or anonymized, or publicly available information that is not combined with non-public personal information.

**"Public Information"** is any information that we could use to identify you, which is publicly available information and that is not combined with non-public personal information.

**"Sensitive Personal Information"** is a higher, more sensitive level of PII that includes information on a persons: a) race, ethnic origin, political opinions or affiliations, religious or philosophical beliefs, or trade union memberships; or b) health information/records, sexual orientation or sex life, Social Security benefits, or information on criminal or administrative proceedings other than in the context of pending legal proceedings.

**"Data Protection Legislation"** is the state, Federal, and International data privacy legislation applicable to each person whose data we collect. For example, this may include, but is not limited to, U.S. Federal Legislation such as The Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Gramm-Leach-Bliley Act ("GLBA"), etc.; state legislation such as the California Consumer Protection Act ("CCPA"), the Wisconsin Data Privacy Act ("WDPA"), etc.; and the European General Data Protection Regulation ("GDPR"), the Canadian Personal Information Protection and Electronic Documents Act ("PIPEDA"), etc.

**Personal Information That We Collect.** Charitable Payraise collects your personal information, also referred to as Personally Identifiable Information ("PII"), when you enter it into the online retirement calculator or you enter your information asking us to Contact you. We may store your information regardless of whether you provide all of the information and/or submit a request an estimate. We may also receive your personal information from third parties including, but not limited to, your financial advisor(s) acting on your behalf and third-party service providers to verify your identity or to prevent fraud. We may combine this third-party information with your personal information that we collected through this Website or our mobile application. We try to minimize the amount of personal information that we collect about you, which may include, but is not limited to, your: full name; address; email address; phone number, password; age; assets (e.g., financial, investment, real estate, etc.); retirement investments; and insurance.

**How we use the Personal Information That We Collect.** We use your personal and financial information solely to respond to your requests, to fulfill our legal obligations, and to provide the retirement plan estimates that you request. In order to do this, it is necessary for us to use your information to:

- Identify you when you login to your account to access your stored data; and
- Respond to your questions and comments.

If you decide not to provide your personal information, we may not be able to provide some or all of our Website services.

**To Whom is Your Personal Information That We Collect Disclosed?** Your personal information is **not** disclosed to any third parties, including, for example, your financial advisor, without your express written consent. We also may disclose your personal information to certain Charitable Payraise employees who need to know the information in order to perform their jobs, including answering your questions and making sure the Website is available for use.

**Where and How is your Data Stored and Protected?** Charitable Payraise only stores your personal information on servers located in the United States. We follow the industry's standards on information security management to protect your information from unauthorized access, unlawful processing, accidental loss, destruction, and damage. In addition, we secure your personal information with a password. Additional security measures may be implemented as part of the login process, including, for example, but not limited to, multi-factor authentication, use of a Personal Identification Number ("PIN"), biometrics, use of security questions, and/or use of other appropriate security measures in our sole discretion. You are responsible for the confidentiality and use of your UserID, password, and all other security information and for securing the account or device you use for multi-factor authentication.

**How Long do we Store Your Information?** Charitable Payraise only stores your personal information for as long as you maintain an account with us and we reasonably require it to respond to your questions, which shall not exceed the maximum time allowed by the relevant Data Protection Legislation.

**How do we keep Your Personal Information Secure?** We follow industry standards on information security management to protect sensitive personal information, including financial, investment, and other asset information from unauthorized access, unlawful processing, accidental loss, destruction, and damage. We restrict access to information about you only to Charitable Payraise employees who need to know the information in order to perform their jobs, such as servicing your account, providing you with the information you request, or notifying you of new services, changes, or updates. Our information security systems apply to people, processes and information technology systems on a risk management basis. However, no method of transmission over the Internet, or method of electronic storage is 100% secure. Therefore, we cannot guarantee the absolute security of your personal information.

**Do we have any Third Party Embedded Content?** No.

**Cookies, Log Files and Tracking.** Cookies are digital markers/tokens that websites can set/save on your computer or browser for use on your future visits to the website. We may use a variety of cookies and similar technologies to keep track of your local computer's settings such as which account you have logged into and notification settings. This helps us to provide you with a useful Website experience and allows us to improve our online services. We and our service suppliers may use session and user cookies, which link your actions during a particular online session and expire at the end of that session, as well as persistent cookies, which remain on your device and allow us to remember your actions or preferences across multiple browser sessions. As the Website evolves and new features are added, we may expand or change our use of cookies. We may also use technologies such as web beacons and single pixel gifs to record log data, for example, open rates for emails sent by the Website.

We may use log files to store information that is automatically collected, for example, Internet Protocol ("IP") addresses, browser type, Internet Service Provider ("ISP"), referring/exit pages, which files were viewed on the Website, operating system, date/time stamp, and clickstream data.

Charitable Payraise Website may enable you to share information directly with websites or online services operated by third parties. For example, our site may contain features that allow you to share articles or content through Facebook, Twitter, LinkedIn, and other services, and to view content through video players and other services (such as the YouTube video player). If you choose to use these features, you may disclose information to those websites or services and their users, and to the public more generally. Even if you do not select these plug-in features, these third parties may collect information about you, such as your IP address and the pages that you view, and they may also set and/or access a cookie on your device. Because Charitable Payraise does not operate or control these third-party websites and services, we are not responsible for their content or practices. The collection, use, and disclosure of information through these websites and services are subject to the privacy policies of the third-party websites or services, and not this privacy policy.

**Modifying or Deleting Your Personal Information.** You may have the right to modify or delete your personal information from our Website, depending on in which State and/or country you are located and to which we provide our service. To make such a request, please contact our Data Privacy Officer at the address or email listed below in the **Contact Us** section.

#### **OPT-OUT Policy.**

**Email Marketing.** To be removed from our email list to stop receiving our newsletters or marketing emails, please click on the "unsubscribe" link provided at the bottom of the email or newsletter, or send an email to [customerservice@charitablepayraise.com](mailto:customerservice@charitablepayraise.com) with "unsubscribe" in the subject line or in the body of the email and which emails you wish to unsubscribe from. If no specific emails are listed, you will be unsubscribed from all email marketing.

**Direct Mail.** To be removed from our direct mail list, send an email to [customerservice@charitablepayraise.com](mailto:customerservice@charitablepayraise.com) with "Direct Mail Opt-Out" in the subject line.

**Service-Related Email.** From time-to-time, we may send you service-related emails to appraise you of the status of the Website, for example, when we may be performing maintenance on the Website and service is/will temporarily not be available. You cannot opt-out of these emails, because they are not promotional in nature.

**Is there a Minimum Age Requirement to use the Website?** Charitable Payraise Website is not directed at children under 13. If you are aware that children under 13 are providing us with personal information without our consent, please contact us.

**Where Is your Data Transferred?** Charitable Payraise Website is 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. Your Personal Information is stored and processed only in the United States.

**Contact Us.** If you would like to receive additional information about this Privacy Policy or have questions, please contact:

Data Privacy Officer  
The Charitable Payraise, LLC  
1813 Horseback Trail  
Vienna, VA 22182

or

Email: [dataprivacy@charitablepayraise.com](mailto:dataprivacy@charitablepayraise.com)

**Changes to this Policy.** We may update the Privacy Policy, from time-to-time, in our sole discretion, and any updates made to the Privacy Policy go into effect once they are posted, so by using this Website, you are agreeing to the Privacy Policy. You are responsible for periodically checking this Privacy Policy for updates.

## DISCLAIMER

Neither the Charitable Payraise™ nor the Retirement Optimization of Qualified Stock (ROQS™) Method is intended to provide legal, tax, accounting or investment advice. We do not guarantee that The Charitable Payraise™ strategy or the ROQS™ Method is suitable for you. You should read all available information about The Charitable Payraise™ and the ROQS™ Method, including information about risks, fees and expenses, and you should consult with your legal and/or tax advisors, before deciding whether to adopt the strategy.

All investments involve risks and are not guaranteed. Any statements regarding investment performance expectations, risk and/or return targets do not constitute a representation or warranty that the expectations or targets will be achieved. Projections produced through The Charitable Payraise™ and the ROQS™ Method are subject to the information provided by you and are intended for illustrative purposes only. We are not responsible for any projection or prediction of investment values, market performance, interest rates, tax rates, or any other variables that may affect the outcome of the program.

The Charitable Payraise™ is not affiliated with any investment or financial services firm.

Use of the website and ROQS™ Method calculator are subject to the [Terms of Use](#).