

Terms of Services

Last updated: June 6, 2018

This Terms of Services (“Agreement”) is by and between Harness Change, LLC (“Harness,” “we,” “us,” and “our,” as applicable) and you (“Client” or “you”), for the provision of services to you by Harness through a software application, a mobile web page, or Harness’s web page (collectively, the “Site”) as described herein. This Agreement states the terms of service for your use of the Site and any Services (as defined below) provided through or in connection with the Site. Before using the Site or any Services you must read, agree with, and accept all of the terms and conditions of this Agreement and our Privacy Policy, which is incorporated into this Agreement by reference and included within the definition of “Agreement” as used herein. If you do not agree to be bound by all of these terms and conditions, then you may not use the Site or any related Services. This Agreement governs use of the Site by all visitors, users, and other parties that access the Site or use the Services.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION HEREIN. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

Acceptance of Agreement.

You accept and are legally bound under this Agreement by doing any of the following: (1) by clicking “I agree” or its equivalent when such terms are presented on your screen, (2) by accessing the Services in any way, such as by viewing, downloading, or uploading any content made available via the Services by us, by you, or by others, (3) submitting an online application form to us or creating an account with us, or (4) by browsing the Site or the Services. We may update or revise this Agreement from time to time. The most current version of the Agreement will be posted on the Site under the link at the bottom of the homepage, so please review this Agreement frequently. Notice of changes to this Agreement will be posted to the Site according to the Notice provisions herein, and your continued use of the Site constitutes your acceptance of such changes.

Description of Services and Content.

Site and Services.

The Site currently provides functionality and support for our platform that enables end users to round up to the nearest dollar in certain financial transactions, accrue the amount rounded to a certain threshold, and then donate that accrued amount to charity, such as the Client’s organization, or provide a custom donation, through a version of the Site using the Client’s branding (“Services”). The Site may include information, descriptions, ordering forms and guidelines, account information, text, graphics, audio, video, demonstrations, and other features to support these Services (“Content”), all of which are provided as part of the Services. As used herein, the term “Content” also includes, without limitation, software applications and all text, graphics, descriptions, and other content in a software application or other Site, and all such material provided or made available to you through the Sites. Unless explicitly

stated otherwise, this Agreement will apply to any new features of or enhancements to the current Services or Content.

Third-Party Providers.

The Services and Content are provided “AS-IS” and “AS-AVAILABLE” for your use, and we are not responsible for the timeliness, deletion, inaccuracy, interruption, or mis-delivery of any part of the Service or Content. The Content and certain tools used for the Services on this Site may be provided by one or more third-party vendors or individual Content providers. You understand and agree that we cannot verify the accuracy of such Content or Services, and we make no representations or warranties to you that the Content is accurate or reliable.

Disclosure Compliance.

We reserve the right to fully cooperate with any law enforcement or duly authorized regulatory authorities or court order requesting or directing us to disclose Content or the Information, the identity of anyone posting Content or Information, or publishing or otherwise making available any materials that are believed to violate this Agreement or other law. By accepting the terms of this Agreement you waive, release, and hold us harmless from any claims resulting from any action we take during or as a result of our investigations and/or from any actions taken as a consequence of investigations by us, by law enforcement, or by duly authorized regulatory authorities.

Accounts

(a) Registration.

To use certain portions of the Services, such as our payment round-up Services, you must register an account with us (“Account”). When you request a demonstration or submit an online Account application form to us, we retain the right, in our sole and exclusive discretion, to approve your organization for Account registration, and we are under no obligation to grant such approval. Upon completion of your Account registration, you have engaged Harness to use the portions of the Site that enable our payment round-up Services.

(b) Your Registration Obligations.

If you register an Account with us, you agree to provide true, accurate, current, and complete Information about yourself and your organization. We retain the right to suspend or terminate your Account and refuse any and all current or future use of the Service and Content (or any portion thereof) if you provide any untrue, inaccurate, outdated, or incomplete information, or if we reasonably suspect that you have done so.

(c) Use of Information.

Certain features of the Site, Services, or Account registration allow or require you to upload or otherwise submit to the Site certain types of text, graphics, data, records, notes, and other information, some of which may contain your personally identifiable information or proprietary information, such as trademarks or copyrightable content (collectively, the "Information"). You hereby grant us and all other persons or entities involved in the operation of the Site, and any of our affiliates or business partners, an irrevocable, unconditional, royalty-free, non-exclusive, right and license to transmit, monitor, retrieve, store, display and use your Information in connection with operation of the Site, provision of the Services, for analytic uses, and for commercial purposes "License Granted". Harness acknowledges the Client's exclusive right, title, and interest in its name and trademarks and its grant of authority to Harness to use the same for the purposes of this Agreement. Upon the termination of this Agreement or Client's Account (defined below), all rights to, and interest in, the Client's trademarks held by Harness shall revert fully to the Client, and the License Granted herein shall be terminated.

Accessibility.

If you register an Account with us, the Services associated with your Account are generally accessible 24 hours a day, seven days a week, except for reasonable periods of time for system maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts. Even in cases where notification is usually required, we may modify, suspend, or terminate access to certain portions of the Services or your Account at any time and for any reason without prior notice, in order to protect the system or your Account. We will give you notice in other situations if required by law.

Account Password and Security.

You are responsible for taking all reasonable steps to ensure that no unauthorized person obtains access to your passwords or other credentials for accessing your Account. You are responsible for all activities that occur under your credentials or Account. It is your sole responsibility to (1) control the dissemination and use of activation codes and passwords; (2) authorize, monitor, and control access to and use of your Account and password; (3) promptly inform us of any need to deactivate a password; and (4) access your Account over a secure Internet connection. We cannot and will not be liable for any loss or damage arising from your failure to comply with this Section. Nor are we liable for any loss or damage arising from Information compromised as a result of your lost, stolen, or damaged hardware or software.

Client-Branded Site.

If you choose to engage our payment round-up Services, Harness will develop and provide to you a unique mobile web page for you to interface with your donors, partners, and affiliates (the "Client-Branded Site," and included within the meaning of "Site" as used herein). Harness will make

your Client-Branded Site available to end users via Harness's end user terms of use. The Client-Branded Site will be searchable under Client's name and will indicate that it is powered by Harness.

Processing Contributions.

Harness processes charitable contributions through a third party payment processor, which is currently Stripe, Inc. ("Processor"). To receive contributions from our payment round-up Services, you must create an account with the Processor ("Processor Account"). All money raised for the benefit of the Client through the Client-Branded Site will be transferred to the Client's Processor Account. You agree to provide the Processor with the complete bank account information and routing number of your designated account for receipt of contributions. Your authorized users will have access to the Processor's platform to monitor its contributions from end users as described below. Your use of your Processor Account and all services provided by the Processor are governed by any terms of service or other contracts you may have with the Processor. Please carefully review any such agreements, including any privacy policy offered by the Processor, as this Agreement does not apply to the Processor or its services.

End User Information.

Through your Account, you will have access to the name, email address, and amount of donations if any, of the end user who provided a charitable contribution to you through your Client-Branded Site. You will not have access to each individual transaction that occurs in the Client-Branded Site or any other end user information not specifically discussed in this paragraph. You will not use any end user information in any way contrary to Harness's end user terms of use. You represent and warrant that the end users contacted via text message, SMS, and/or MMS have granted you express consent to send them messages of the type that you intend to send them. If for any reason Harness suspects that an end user has not given you appropriate consent, then immediately upon demand by Harness you will provide Harness with all facts and details supporting such consent, including, without limitation, by providing details about the method of collecting the end user's phone numbers and the method of the end user providing his or her consent.

Term of Account.

When you register your Account, you will have the option to select a monthly plan or an annual plan. The term of your Account shall begin on the date you register your Account ("Effective Date") and shall continue on a month-to-month or year-to-year basis, as applicable, unless terminated in accordance with this Agreement ("Account Term"). You may terminate your Account at any time by deleting your payment information from your Account with us. Harness may terminate this Agreement (i) by giving you thirty (30) days prior written notice, (ii) as expressly stated herein, or (iii) if you materially breach this Agreement for any portion of the Site or your Client-Branded Site. Upon termination of this Agreement, Harness will return to you any pre-paid but unused amounts, if applicable, notwithstanding any promotions or discounts.

Service Fees.

(a) Fees and Charges.

In consideration for Company's provision of the Services, Customer shall pay Company fees in accordance with the prices set forth on the ("Order Form") attached hereto. The Service Fee may change as Harness expands its Services, but you will have the right to approve any additional fees prior to their

imposition. In addition to the Service Fees, processing fees are assessed to each donation made through the Site.

Service Term and Payment Dates.

During your Account Term, Harness will charge the Fees to your credit card on the same day each calendar month for monthly Accounts, and on the anniversary of each Effective Date for yearly accounts ("Payment Date"). If you cancel your Account before a Payment Date, you will not receive a refund, and no further charges will be made to your Account on the following Payment Date or thereafter.

Service Fee Authorization and Processing.

You hereby authorize Harness to charge your credit card or bank account on the Effective Date and on each subsequent Payment Date for payment of your Fees. You understand that your authorization will remain in effect until you cancel it either in writing or by terminating your Account. If the above noted Payment Date(s) fall on a weekend or holiday, you understand that the payments may be executed on the next business day. For ACH debits to your checking or savings account, you understand that because these are electronic transactions, these funds may be withdrawn from your account as soon as the above noted Payment Dates. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF), you understand that Harness may, at its discretion, attempt to process the charge again within thirty (30) days, and you agree to an additional \$35.00 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. You acknowledge that the origination of ACH transactions to your bank account must comply with the provisions of U.S. law. You certify that you are an authorized user of the credit card or bank account you identify to us, and you will not dispute these scheduled transactions with your bank or credit card company, so long as the transactions correspond to the terms indicated in this Agreement or in any authorization form you provide to Harness.

Failed Charges.

If Harness is unable to process charges to your credit card, or if charges for the Fees are refused by your credit card provider or bank, your Account may enter a collection process. You will then have ten (10) days to process payment to us. If you have not effected payment to us within this time frame, we may suspend or terminate your Account or the Services. If your Account has been terminated, you may reactivate it for the purpose of processing final payment.

Disputed Charges.

In the event that an end user authorizes a round-up donation to your Account and the end user thereafter disputes the transaction with the end user's bank or credit provider, the donation transaction will be reversed, and Harness will assess a \$30.00 chargeback fee to your Account. You hereby approve any such chargeback fees and authorize Harness to deduct such amounts from the balance in your Account as part of the Fees.

Harness Intellectual Property.

All work product developed by Harness for the benefit of the Client shall be owned exclusively by Harness. Harness grants to the Client during the Account Term a limited, non-exclusive, nontransferable, non-assignable revocable right and license to use the Client-Branded Site as described in this Agreement and to certain authorized users of the Client to access the Processor's platform to monitor its contributions from end users. Harness, including its affiliates who may provide services for the Site, shall retain all ownership of the all Services, Content, software, platforms, the Site, the Client-Branded Site, and all related intellectual property rights, excluding any trademark or other intellectual property provided by the Client.

Third Parties' Property.

The Client acknowledges and agrees that the Services or the Site may contain links to other third-party web sites, resources, services, or tools ("Third-Party Resources"). We have no control over such Third-Party Resources, and you acknowledge and agree that we bear no responsibility for the availability of such Third-Party Resources, do not endorse, and bear no responsibility or liability for any content, advertising, products, or other materials on or available from such Third-Party Resources. By following links to Third-Party Resources, you may navigate away from the Sites, and your online activity relating to the Third-Party Resource will be subject to any terms and conditions governing your use of the Third-Party Resource. You agree to comply with any and all applicable licensing agreements as required to use any Third-Party Resources.

Confidential Information.

Client and Harness understand that each will have access to the other's confidential information, including but not limited to software, proposals, marketing techniques, business plans, strategy, forecasts, training materials, client and vendor lists, financial data, pricing, or other proprietary information ("Confidential Information"). Neither party will disclose the other's Confidential Information in any manner to any third party without the prior written consent of the non-disclosing party, except as required by law. When disclosure is required, the disclosing party shall provide notice to the non-disclosing party and shall take all reasonable steps to limit the extent of the disclosure. Excluded from Confidential Information is any information that becomes publicly available without being caused, in whole or in part, by the party receiving the information. The obligations under this Section shall continue in full force and effect until none of the Confidential Information qualifies as confidential or proprietary under the laws of the State of Florida or any other states or domestic jurisdictions.

Restrictions on Use.

Client will not, and will not allow any third-party to (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Site or Client-Branded Site; (ii) modify, translate, or create derivative works based on the Site or Client-Branded Site; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Site or Client-Branded Site; (iv) use the Site or Client-Branded Site for timesharing or service bureau purposes or otherwise for the benefit of a third-party (excepting end users as authorized hereunder); (v) remove or otherwise alter any proprietary notices or labels from the Site or Client-Branded Site or any portion thereof; or (vi) upload, post, e-mail, transmit, text message, or

otherwise make available any topic, name, material, or information that is unlawful, harmful, infringing, threatening, abusive, harassing, tortious, profane, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable. In addition, all end user information and data provided via the Site or Client-Branded Site will be used by the Client solely for the purpose of providing the Client-Branded Site to the applicable end user, and it will not be otherwise used or distributed. Client will use the Site or Client-Branded Site only in compliance with (i) the rights granted hereunder, and (ii) in accordance with all applicable laws and regulations.

Modification and Termination of Service, Content, and Accounts.

We reserve the right to modify or terminate the Service, the Content, your Account, or any part thereof, temporarily or permanently, at any time and from time to time, and with or without notice to you. We retain the right, but have no obligation, to monitor use of the Site, the Services, or your Account to determine compliance with the Agreement, as well as the right to remove or refuse any Information or Content for any reason. Notwithstanding these rights, you remain solely responsible for your use of the Site, the Services, and your Account. You agree that we shall have the right, in our sole discretion, to terminate or suspend your access to or use of the Site, the Services, your Account, or any part thereof temporarily or permanently, at any time and from time to time, and with or without notice, for any reason whatsoever including, without limitation, quality assurance or if we believe that you have violated or acted inconsistently with the letter or spirit of any provision of this Agreement. You also agree that we will not be liable to you or to any third party for any modification, termination, or suspension of access to the Site, Services, Content, or your Account.

Indemnification.

You agree to indemnify and hold us, and our subsidiaries, affiliates, officers, agents, co-branders, or other partners and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your violation of any rights of another, your breach of this Agreement, your use of the Services, or your violation of any law.

Disclaimer of Warranties.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

A. YOUR USE OF THE SERVICE, CONTENT, SITE, AND YOUR ACCOUNT IS AT YOUR SOLE RISK. THE SERVICE, CONTENT, SITE, AND YOUR ACCOUNT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

B. WE MAKE NO CLAIM THAT THE SERVICE, CONTENT, SITE, OR YOUR ACCOUNT WILL BE SUITABLE FOR YOUR NEEDS, UNINTERRUPTED, TIMELY, OR SECURE. THE SERVICE, CONTENT, SITE, OR YOUR ACCOUNT MAY CONTAIN INACCURACIES, TYPOGRAPHICAL ERRORS, OR MAY BE OTHERWISE UNRELIABLE. WE MAKE NO WARRANTY THAT THE QUALITY OF ANY PRODUCTS, SERVICES, CONTENT, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE OR SITE WILL MEET YOUR EXPECTATIONS.

C. ANY MATERIAL UPLOADED, DOWNLOADED, OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE, SERVICE, OR YOUR ACCOUNT IS DONE AT YOUR

OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER HARDWARE OR LOSS OF DATA THAT RESULTS FROM THE UPLOADING OR DOWNLOADING OF ANY SUCH MATERIAL.

D. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR THROUGH THE SITE OR THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

Limitation of Liability.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT SHALL WE OR OUR SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, CO-BRANDERS, CONTRACTORS, OR OTHER PARTNERS, MEMBERS, EMPLOYEES, AND/OR OUR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WE AND/OR OUR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE AVAILABILITY OR PERFORMANCE OF THE SERVICE, CONTENT, SITE, OR YOUR ACCOUNT; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR INFORMATION; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE, SERVICE, OR CONTENT, INCLUDING ANY STATEMENTS OR CONDUCT THAT MAY BE THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE, ILLEGAL, OR INFRINGING; OR (iv) ANY OTHER MATTER RELATING TO THE SITE, SERVICE, OR YOUR ACCOUNT. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, YOU AGREE THAT OUR TOTAL, AGGREGATE, AND COMPLETE LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT IN NO EVENT SHALL EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY YOU TO US IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING SUCH BREACH OR THE EVENTS GIVING RISE TO SUCH CLAIMS. ALL OF THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Notice.

The Site or the Service may provide notices to you via either push notifications, e-mail, or regular mail, and the Service may provide notices of changes to the Agreement or other matters by displaying notices or links to notices on the Site.

Dispute Resolution.

Arbitration.

Any controversy or claim arising out of or relating to this Agreement the Site, the Service, your Account, or the negotiation, formation, performance, or breach of this Agreement, shall be determined by arbitration administered by the American Arbitration Association under its rules. All arbitration matters and related proceedings shall be conducted in strict confidence and conducted exclusively in Hillsborough County, Tampa, Florida. The arbitration shall be conducted by a single arbitrator selected by the parties. The written decision of the arbitrator shall be final, binding, and convertible into a court judgment in any appropriate court having jurisdiction. The arbitration proceedings and decision shall be confidential. Nothing in this Section shall prevent either party from seeking an injunction or other immediate relief in any court, wherever located, to enforce any covenants of confidentiality, non-use, non-disclosure set forth herein.

Court Proceedings.

All disputes arising out of or relating to this Agreement, except those subject to Section 18.A above, are subject to the exclusive jurisdiction of the federal or state courts in Hillsborough County, Tampa, Florida, and you expressly consent to the exercise of personal jurisdiction in such courts in connection with any such dispute including any claim involving us or our affiliates, subsidiaries, partners, employees, contractors, officers, and directors.

(c) Legal Fees.

If any legal proceeding is instituted in connection to or relating to the Site, this Agreement, the Service, or your Account, the prevailing party shall be entitled to recover from the other party its costs, including reasonable attorneys' fees and costs, at both trial and appellate levels.

19. Governing Law.

This Agreement is governed by the laws of the State of Florida, without reference to conflict of laws principles. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. This Agreement is a contract for services and not a sale of goods. The parties agree that this Agreement, the Site, Service, and Content shall not be subject to or governed by the Uniform Commercial Code.

20. Miscellaneous Provisions.

You acknowledge that you have read this Agreement, understand it, and agree to be legally bound by its terms and conditions. You agree that this is an Agreement between independent contractors, and it is not a joint venture, partnership, employer-employee, agent-principal, or franchisor-franchisee relationship. Neither party is authorized to bind the other to any contract. This Agreement is the entire agreement and a complete and exclusive statement of the agreement between the parties, which supersedes all prior or concurrent negotiations, proposals and understandings, whether oral or written, and all other communications between the parties relating to the subject matter of this Agreement. No

provision hereof shall be deemed waived, amended, or modified except in a written addendum signed by an authorized representative of each party. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors. The rights and obligations under sections 9-16 and 18-21 shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever.

21. Contact Us.

If you have any questions regarding these Terms or the Service, please contact us at hello@harnessapp.com