

# MOBILECAUSE, INC. TERMS AND CONDITIONS OF PLATFORM USE

UPDATED: 07262018

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING OR USING MOBILECAUSE'S PLATFORM, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE MOBILECAUSE'S PLATFORM.

These terms and conditions of use ("Platform Terms") apply to your ("Company") access to, and use of, the Platform of MobileCause, Inc. ("MobileCause") that allows Company to receive donations, collect data from forms, and send text messages to end users via mobile, tablet and PC devices (the "Platform"). These Platform Terms do not alter in any way the terms or conditions of any other signed agreement you may have with MobileCause, or its subsidiaries or affiliates, for products, services or otherwise. If you are using the Platform on behalf of any entity, you represent and warrant that you are authorized to accept these Platform Terms on such entity's behalf, and that such entity agrees to indemnify you and MobileCause for violations of these Terms. The services contained on or provided in connection with the website [www.mobilecause.com](http://www.mobilecause.com) ("Site"), the Platform, or the MobileCause Materials shall be collectively considered the "Services."

To the full extent permitted by applicable law, MobileCause reserves the right to change or modify any of the terms and conditions contained in the Platform Terms or any policy or guideline of the Platform, at any time and in its sole discretion by providing notice the Platform Terms have been modified. Such notice may be provided by sending an email, by posting a notice on MobileCause's proprietary website located at [www.mobilecause.com](http://www.mobilecause.com) (the "Site"), by posting the revised Platform Terms on the Site and revising the date at the top of these Platform Terms or by such other form of notice as determined by MobileCause. Your continued use of the Platform following the posting of the revised Platform Terms or other notice of such changes will constitute your acceptance of such changes or modifications if you fail to notify MobileCause of any objections. Otherwise, any changes or modification will be effective within thirty (30) days of the notice of the revisions on the Site unless you notify MobileCause within such thirty (30) days that you do not agree to the changes and stop using the Platform. Therefore, you should review these Platform Terms whenever you access the Site and at least every thirty (30) days to make sure that you understand the terms and conditions that will apply to your use of the Platforms.

## 1. Privacy Policy

Please refer to our Privacy Policy (<https://www.mobilecause.com/privacy/>) for information on how MobileCause collects, uses and discloses personally identifiable information from end users. MobileCause will not sell, license, transmit, or disclose end user personal information for marketing purposes. MobileCause shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy.

## 2. Account Payment, Merchant Services and Records

- a. Credit Card and Payment Authorization for use of the Platform. Company hereby authorizes MobileCause to charge the credit card or bank account provided by you upon registration (and as may be updated by Company from time to time) for all recurring fees and or charges for the use of the Platform and receipt of the Services (the "Services Fees"). Only if approved will MobileCause invoice Platform fees, which are due and payable upon receipt. All Agreements are annual and paid annually in advance unless otherwise approved by MobileCause. MobileCause may suspend Company's account and access to the Platform immediately upon non-payment by you of the applicable Services Fees.
- b. Merchant Account Service. Included in all plans is a full merchant account to process credit card donations, the application will be provided in your welcome email. A full merchant account is recommended and is subject to approval of a merchant and payment services provider; all funds will be directly deposited from payment processor into the designated Company bank account with credit card processing fees invoiced monthly. MobileCause recommends setting up a full merchant account with full Company name shown on credit card statements as this reduces disputed charges from end user donors. Please note, a \$10 per month merchant processing gateway fee applies for all merchant accounts. Lastly, MobileCause also

supports a wide variety of 3<sup>rd</sup> party payment process, please refer to the Customer Success team for additional details if needed.

- c. Records and Inspection Rights. As it relates to these Platform Terms, both parties shall keep and maintain at its regular place of business a record of collected and remitted donations in addition to uncollectible amounts at all times while Company uses the Platform and for three (3) years following termination of agreement.
- d. Uncollectible. In the event MobileCause receives notice of a disputed credit card charge and the disputed amount is reversed by the end user's credit card company, the disputed amount will be deemed uncollectible and funds will not be remitted to Company for the applicable donation. If remittance to Company of said donation has occurred, then Company agrees to allow MobileCause to offset any uncollectible amounts against future amounts owed to Company. If no additional money is owed, MobileCause will invoice Company for any such uncollectible amounts. Such amounts are due and payable upon your receipt of the invoice.
- e. Communication with Donors. Company is responsible for providing its donors with any appropriate acknowledgment of their donation, and can set up automated tax receipts on the Platform as an option at Company's discretion. An automated receipt acknowledgement will be emailed and/or sent via text message upon successful completion of all donations to end user/donor.

### 3. Copyright and Limited License

Unless otherwise indicated on the Site, the Site, the Platform, and all content and other materials on the Site and the Platform, including, without limitation, MobileCause's logo, and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, the "MobileCause Materials") are the proprietary property of MobileCause or its licensors or users and are protected by U.S. and international copyright laws.

As a Master License Agreement (MLA) you are authorized to sublicense only the number of accounts listed in the signed MobileCause Proposal. You will be provided a Parent/Child Service in which you are the Parent and can only sublicense Child accounts. All terms and conditions apply and must be enforced to Child sublicensed accounts. You are granted a limited, sublicensable license to access and use the Platform and electronically copy (except where prohibited without a license) and print to hard copy portions of the MobileCause Materials for your informational, non-commercial and personal use only. Such license is subject to these Platform Terms and does not include: (a) (omitted for MLA); (b) the distribution, public performance or public display of any MobileCause Materials except as expressly provided in these Platform Terms; (c) modifying or otherwise making any derivative uses of the Platform and the MobileCause Materials, or any portion thereof; (d) use of any data mining, robots or similar data gathering or extraction methods; (e) downloading (other than the page caching) of any portion of the Platform, the MobileCause Materials or any information contained therein, except as expressly permitted on the Platform; or (f) any use of the Platform or the MobileCause Materials other than for its intended purpose. Any use of the Platform or the MobileCause Materials other than as specifically authorized herein, without the prior written permission of MobileCause, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Platform Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

Company is granted a limited, non-sub licensable license to access and use the Platform and electronically copy (except where prohibited without a license) and print to hard copy portions of the MobileCause Materials for your informational, non-commercial and business use only. Such license is subject to these Platform Terms and does not include: (a) any resale of the Platform or the MobileCause Materials therein; (b) the distribution, public performance or public display of any MobileCause Materials except as expressly provided in these Platform Terms; (c) modifying or otherwise making any derivative uses of the Platform and the MobileCause Materials, or any portion thereof; (d) use of any data mining, robots or similar data gathering or extraction methods; (e) downloading (other than the page caching) of any portion of the Platform, the MobileCause Materials or any information contained therein, except as expressly permitted on the Platform; or (f) any use of

the Platform or the MobileCause Materials other than for its intended purpose. Unless otherwise set forth in a Master License Agreement, Company will not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or part, the Platform; (b) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of the Platform in whole or in part, for competitive purposes or otherwise; (c) allow access to, provide, divulge, or make available the Platform or the MobileCause Materials to any person other than those who are licensed to have such access.

Any use of the Platform or the MobileCause Materials other than as specifically authorized herein, without the prior written permission of MobileCause, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Platform Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time and, upon such event, MobileCause shall, within thirty (30) days of revocation, refund the annual Service Fee on a pro-rata basis to Company.

Generally, the number of campaigns conducted are 1, 3 and 5, respectively for each of the MobileCause pricing packages, Basics, Essentials and Advanced.

#### 4. Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, MobileCause has adopted a policy of terminating, in appropriate circumstances and at MobileCause's sole discretion, subscribers or account holders who are deemed to be repeat infringers. MobileCause may also at its sole discretion limit access to the Platform and/or terminate the accounts of any users who infringe any intellectual property rights of others, if there is any repeat infringement.

#### 5. Copyright Complaints

If Company believes that anything on the Platform infringes upon any copyright which Company owns or controls, it may file a notification of such infringement with our Designated Agent as set forth below.

- Name of Agent Designated to Receive Notification of Claimed Infringement: Gerard Mackey
- Full Address of Designated Agent to Which Notification Should be Sent: 27001 Agoura Road, Suite 350A, Calabasas, CA 91302
- Telephone Number of Designated Agent: (888) 661-8804\_
- E-Mail Address of Designated Agent: [copyright@mobilecause.com](mailto:copyright@mobilecause.com)

Please see 17 U.S.C. §512(c)(3) for the requirements of a proper notification. Company should note that if it knowingly misrepresents in the notification that the material or activity is infringing, Company may be liable for any damages, including costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

#### 6. Trademarks

MobileCause acknowledges that Company asserts the intellectual property ownership in all copyrighted or copyrightable works, trade and service marks, or data provided or created by Company. Nothing in this Agreement shall be deemed an assignment or transfer of Company ownership rights in Company materials provided to MobileCause for use on the Platform or Services.

"MobileCause," MobileCause's logos and any other MobileCause product or service name or slogan contained in the Platform are trademarks of MobileCause, and may not be copied, imitated or used, in whole or in part, without the prior written permission of MobileCause or the applicable trademark holder. Company may not use any metatags or any other "hidden text" utilizing "MobileCause" or any other name, trademark or product or service name of MobileCause without our prior written permission. In addition, the look and feel of the Platform, including all page

headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of MobileCause and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Platform are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

#### 7. Consent to Contact

By entering into this Agreement, Company consents to receiving email, text or any other type of messages from MobileCause to inform it of changes or additions to the Platform, Services, this Agreement, and any other matter related to the foregoing and for general marketing purposes (Company may unsubscribe from marketing messages at any time, but not transactional messages). Company acknowledges that MobileCause may, but is not obligated to, monitor or record any telephone conversations and chat texts for quality control purposes, for purposes of training employees and for MobileCause's own protection.

#### 8. Submissions

In the event that features, enhancements, or improvements are made to MobileCause products and services, the Site, the Platform, MobileCause or MobileCause's product or services as the result of your questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, that are provided by Company in the form of email or other submissions to MobileCause ("Suggestions"), such Suggestions shall be deemed non-confidential and shall become the sole property of MobileCause. MobileCause shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

#### 9. User Content and Conduct

The Platform will provide Company with the opportunity to create fundraising campaigns, collect data through forms and send messages to actual or potential supporters or donors ("User Content"). Company is solely responsible for its use of these features and use them at Company's own risk. Company agrees not to knowingly post, upload to, transmit, distribute, store, create or otherwise publish through the Platform any of the following:

- a. User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, false, misleading, fraudulent or otherwise legally objectionable;
- b. User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, the regulations of the U.S. Securities and Exchange Commission or any rules of a securities exchange such as the New York Stock Exchange, the American Stock Exchange or the NASDAQ;
- c. User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any User Content, Company represents and certifies that it has the lawful right to distribute and reproduce such User Content;
- d. User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- e. Any unsolicited: political campaigning or solicitations;
- f. Private information from any third party that is not your data, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- g. Viruses, corrupted data or other harmful, disruptive or destructive files; and

- h. User Content that, in the reasonable judgment of MobileCause, is objectionable or which restricts or inhibits any other person from using or enjoying the Platform or the Site, or which may expose MobileCause or its users to any harm or liability of any type.

Company further agrees, the extent permitted by applicable law, that Company is solely responsible for its conduct while using the Platform, and agrees that it will not do any of the following in connection with the Platform, the Site, or its users:

- a. Use the Platform in any manner that knowingly or purposefully would interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Platform or that knowingly or purposefully would damage, disable, overburden or impair the functioning of the Platform in any manner;
- b. Impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity;
- c. Cheat or utilize unauthorized exploits in connection with the Platform;
- d. Stalk, intimidate, threaten, or otherwise harass or cause discomfort to other users;
- e. Send distribute or post spam, unsolicited commercial electronic communications, chain letters, or pyramid schemes;
- f. Harvest or otherwise collect information about end users, including email addresses, without their consent;
- g. Use the Platform or any MobileCause Materials for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity, or any activity that violates these Platform Terms; or
- h. Circumvent or attempt to circumvent any filtering, security measures or other features MobileCause may from time to time adopt to protect the Site, the Platform, its users or third parties.

MobileCause takes no responsibility and assumes no liability for any User Content posted, stored or uploaded by Company or any third party, or for any loss or damage thereto, or for any user conduct, nor is MobileCause liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity Company may encounter. Your use of the Platform's messaging services is at Company's own risk. Enforcement of the User Content or conduct rules set forth in these Platform Terms is solely at MobileCause's discretion, and failure to enforce such rules in some instances does not constitute a waiver of our right to enforce such rules in other instances. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Platform will not contain any content that is prohibited by such rules. As a provider of interactive services, MobileCause is not liable for any statements, representations or User Content provided by its users in any public forum, website, message or other communication. Although MobileCause has no obligation to screen, edit or monitor any of the User Content posted in or related to any campaign, MobileCause reserves the right, and has absolute discretion, to remove, screen or edit any User Content posted or stored on the Platform at any time and for any reason without notice, and Company is solely responsible for creating backup copies of and replacing any User Content it posts or stores on the Platform at its sole cost and expense. Any use of the Platform, including the creation or maintenance of a fundraising campaign or communicating with actual or potential supporters or donors in violation of the foregoing violates these Platform Terms and may result in, among other things, termination or suspension of your rights to use the Platform and any services incorporated into the Platform.

Company owns all User Content that it posts or uploads to the Platform. Company represents and certifies that (a) it owns and controls all the rights to the User Content that it posts or otherwise has the right to post such User Content to the Platform; (b) the User Content is accurate and not misleading; and (c) use and posting of the User Content does not violate these Platform Terms and will not violate any rights of or cause injury to any person or entity. Solely for the purposes of utilization of the Platform and facilitation of Services, if Company posts User Content to the Platform, unless indicated otherwise, it grants MobileCause and its affiliates a nonexclusive, royalty-free, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content throughout the world in any media on or in connection with the Platform and the promotion thereof including without limitation the right to use your name, likeness, or identity. Subject to the requirements in Paragraph 6 herein, you grant MobileCause and its affiliates and sub-licensees the right to use the name that you submit in connection with such content in connection with the Platform and the promotion thereof, if we choose. Company understands and agrees that the use of your or other users' name, likeness, or identity in connection with various features on the Platform does not imply any endorsement of such feature or of the Platform of the MobileCause unless explicitly stated otherwise.

## 10. Registration Data; Account Security

In consideration of your use of the Platform, Company agrees to (a) provide accurate, current and complete information as may be prompted by any registration forms on the Site or the Platform ("Registration Data"); (b) maintain the security of passwords and identification; (c) maintain and promptly update the Registration Data, and any other information provided to MobileCause, to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information provided to MobileCause.

## 11. Export Restrictions

Any software and all underlying information and technology downloaded or viewed from the Site or the Platform (collectively the "Software or Technical Data") may be subject to U.S. export controls, including the Export Administration Act (50 U.S.C. Appx. §§ 2401 et seq.) and the Export Administration Regulations (50 C.F.R. Parts 730-774), and may be subject to export or import regulations in other countries. Company is responsible for complying with all trade regulations and laws both foreign and domestic. Except as authorized by law, Company agrees and warrants not to export or re-export the Software or Technical Data to any country, or to any person, entity, or end-user subject to U.S. export controls, including without limitation persons or entities listed on the U.S. Department of Commerce Bureau of Export Administration's Denied Parties List and the U.S. Department of Treasury's Specially Designated Nationals. Company further represents and warrants that no U.S. federal agency has suspended, revoked, or denied your export privileges.

## 12. Indemnification

Company agrees to defend and hold harmless MobileCause, its independent contractors, service providers and consultants, and their respective directors, employees and agents (the "MobileCause Indemnitees") from and against any claims, actions, and lawsuits, and indemnify the MobileCause Indemnitees for all damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any User Content Company posts, stores or otherwise transmits on or through the Platform or use of the Services, including without limitation any actual or threatened suit, demand or claim made against MobileCause and/or its independent contractors, service providers, employees, directors or consultants, arising out of or relating to the User Content, Company conduct, violation of these Platform Terms or violation of the rights of any third party.

## 13. Disclaimer

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY MOBILECAUSE OR REQUIRED BY APPLICABLE LAW, THE SITE, THE PLATFORM, THE MOBILECAUSE MATERIALS AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. MOBILECAUSE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE PLATFORM AND THE SERVICES, INCLUDING THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN. MOBILECAUSE DOES NOT REPRESENT OR WARRANT THAT MATERIALS IN THE PLATFORM OR THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. MOBILECAUSE IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO DONATIONS, PRICING, TEXT OR PHOTOGRAPHY. WHILE MOBILECAUSE TAKES COMMERCIALY REASONABLE STEPS TO ENSURE YOUR ACCESS AND USE OF THE PLATFORM AND THE SERVICES SAFE, MOBILECAUSE CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM OR ITS SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD.

MobileCause reserves the right to change any and all content contained in the Platform and to modify, suspend or discontinue the Platform or any Services offered through the Platform or any features or functionality of the Platform or the Services at any time without notice and without obligation or liability to Company. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by MobileCause.

MobileCause is a cloud based software service provider and is not a professional fundraising entity or professional fundraising service. MobileCause does not directly solicit funds from any end user or donor. Direct fundraising and communication to end users or donors is the sole responsibility of the Company.

#### 14. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (A) IN NO EVENT SHALL MOBILECAUSE, ITS DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE PLATFORM, THE SERVICES, THE CONTENT OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SITE, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM MOBILECAUSE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO MOBILECAUSE'S RECORDS, PROGRAMS OR SERVICES; AND (B) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF MOBILECAUSE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE PLATFORM OR THE SERVICES OR TO THESE PLATFORM TERMS EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO MOBILECAUSE FOR ACCESS TO OR USE OF THE PLATFORM.

#### 15. Applicable Law and Venue

These Platform Terms and your use of the Platform shall be governed by and construed in accordance with the laws of the State of California, applicable to agreements made and to be entirely performed within the State of California, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Platform Terms shall be filed only in the state and federal courts located in Los Angeles County, California and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Platform Terms.

#### 16. Term and Termination

**Term.** This Agreement shall become effective upon the Effective Date of the Agreement for a term of one year, unless otherwise agreed, and will auto renew for successive one-year terms until terminated as set forth below.

**Termination.** Company may choose not to renew this agreement beyond the initial 1-year term by providing notice at any time at least 30 days prior to renewal date and at any time after the initial one-year term by speaking directly with a MobileCause representative. Company can reach a representative during normal business hours, M-F 9am-5pm PST, by calling (888) 661-8804 and selecting 2 to speak with a representative. Except as otherwise provided herein, there are no refunds for any amounts paid if cancelled without cause. Either party may terminate this Agreement immediately upon written notice if the other party should become bankrupt or enter into liquidation proceedings. In case of material breach hereunder, either party has the right to terminate this Agreement immediately after written notice to the other party specifying the breach if the breach has not been cured within thirty (30) days after receipt of written notice specifying such breach. Provided, however, that MobileCause may suspend or terminate this Agreement immediately if, in MobileCause's discretion, such action is required to meet the requirements or demands of a Vendor, an Operator, or a government agency. On termination of this Agreement those provisions of this Agreement capable of surviving termination shall continue in full force and effect. Any such termination shall only occur if the issue has not been cured within thirty (30) days after receipt of written notice specifying such issue. On termination of this Agreement those provisions of this Agreement capable of surviving termination shall continue in full force and effect. In the event of termination of this Agreement, MobileCause shall make available to Company the Company's data in a portable, non-proprietary format, for a period of at least ninety (90) days after termination notice.

Notwithstanding any of these Platform Terms, MobileCause reserves the right, without notice and in its sole discretion, to terminate your license to use the Platform, and to block or prevent future your access to and use of the Site. In such case, MobileCause shall, within thirty (30) days of termination, refund the annual Service Fee on a pro-rata basis to Company.

#### 17. PCI Compliance Warranty

MobileCause represents and warrants that for the life of the agreement, the software and services used for processing transactions shall be compliant with the then current standards established by the PCI Security Standards Council. MobileCause adheres to a rigorous and comprehensive process involving a full-scale 3rd party audit by a qualified security assessor (QSA). See PCI DSS documentation on the website (<https://www.mobilecause.com/compliance-and-security/>).

#### 18. MobileCause Customer Support and Contact Information

I. Support Website including training videos, case studies, webinars: <http://support.mobilecause.com/>  
Frequently Asked Questions (FAQ): <https://www.mobilecause.com/faq/>

II. Email support: [support@mobilecause.com](mailto:support@mobilecause.com)

We answer emails in the order in which they are received and will respond within 8 business hours of hearing from you.

III. Phone: MobileCause's toll-free customer support line is open 7:00 AM PST (10:00 AM EST) to 6:00 PM PST (9:00 PM EST) Monday through Friday. The number is: (888) 661-8804 opt. 2.

We answer calls in the order in which they are received and will respond to voicemails within 8 business hours of hearing from you. After-hours calls are required to leave a voicemail describing the nature of the support request. If the matter is a critical issue a specialist will respond within one hour.

IV. Written notifications should be sent attention to legal:

MobileCause, Inc.  
27001 Agoura Rd., Suite 350A  
Calabasas, CA 91301

#### 19. Severability

If any provision of these Platform Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Platform Terms and shall not affect the validity and enforceability of any remaining provisions.

#### 20. Questions & Contact Information

Questions or comments about the Platform may be directed to MobileCause at the email address [support@mobilecause.com](mailto:support@mobilecause.com) or by calling us at (888) 661-8804.