

ImpactPass™

TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service (collectively the "**Terms**") have been updated and govern your access to and use of the websites, mobile applications, and any website or communication devices that reference or contain content and/or links to, or references, these Terms in connection with ImpactPass™, which is owned and/or controlled by Visionaire LLC, a Delaware corporation, which includes, for purposes of these Terms, without limitation, Visionaire LLC, d/b/a ImpactPass (collectively referred to herein as "**The ImpactPass Group**"). All such websites, mobile applications and/or communication devices shall now be referred to herein as "**ImpactPass**." By accessing or using ImpactPass, you are agreeing to these Terms, and accepting a legally-binding agreement with The ImpactPass Group. Do not access or use ImpactPass if you do not agree to be bound by the Terms as outlined below.

These Terms also govern the Processing of Personal Data and constitutes an integral part of the agreement between you and ImpactPass. These Terms also include our Data Processing Appendix. Note that, in the event, you don't explicitly notify us otherwise, by continuing to use our platform you confirm the acceptance of these Terms and the obligations therein as of February 18, 2021. Although we will not accept any modifications to these Terms, we are happy to assist and clarify any needed concerns you may have. For information on our security measures please contact info@impactpass.com.

Last Updated on May 15, 2020, these Terms are effective immediately for users registering for personal accounts after that date and will become effective as of February 18, 2021 for pre-existing users.

1. Definitions

(a) Parties to Terms

"**You**" and "**your**" refer to you as a user of ImpactPass. A "**user**" is someone who accesses, browses, or in any way uses ImpactPass. "**We**", "**us**", and "**our**" refer to The ImpactPass Group.

(b) ImpactPass Content

"**Content**" means text, images, photos, audio, video, location data, and all other forms of data or communication. "**User Content**" means Content that you and other users submit or transmit to, through, or in connection with, ImpactPass, such

as donations, volunteering, community needs, community resources, organizational data (including, without limitation, benefits), rankings, reviews, compliments, invitations, friend/follower connections, messages, and information publicly displayed or displayed in ImpactPass account profiles, or anywhere on ImpactPass. "**The ImpactPass Group Content**" means Content that we create and make available in connection with ImpactPass. "**Third Party Content**" means Content that originates from parties other than The ImpactPass Group, or its users, which Content is made available in connection with ImpactPass. "**ImpactPass Content**" means all of the Content which is made available through ImpactPass, including, without limitation, The ImpactPass Group Content, User Content, and Third Party Content.

(c) **ImpactPass: The Social Impact Platform**

ImpactPass has multiple uses, as described below. It is a downloadable mobile application, website, and digital service that allows users to access impact-related social good activity campaigns, make contributions/donations ("**Donations**") to nonprofit/not-for-profit organizations worldwide [collectively all such organizations referred to as ("**Nonprofits**")], by contributing/donating digital and/or actual social impact products ("**Impact Products**"), and/or purchasing impact-related social good cultural experiences ("**Cultural Experiences**"). ImpactPass is also a downloadable mobile application, website, and digital service that allows users to access information about tours, local experts, restaurants, and points of interest, including, but not limited to, museums, galleries, and parks, and other goods and services providers ("**Merchants**"), and purchase services from these sources. In addition, ImpactPass is a downloadable mobile application, website, and digital service that allows users to arrange and book other online products, such as tours, activities, transportation services, boats and air travel ("**Travel Experiences**"). Finally, ImpactPass is a downloadable mobile application, website, and digital service that provides users with the opportunity to earn rewards ("**Rewards**") in certain instances when using Impact Pass (e.g, for example, for completing certain campaigns, donations, volunteering, and purchases). All purchases of any Travel or Cultural Experiences shall be referred to herein as "**Purchases.**"

(d) **Services**

Services hereunder shall include, without limitation, (i) all services that connect a Merchant to its users, (ii) all services that connect ImpactPass to a Merchant, and (iii) all services that connect ImpactPass to any third party. Such Services shall

include, without limitation, a user's ability to discover and book Social Good Experiences and Other Experiences through ImpactPass, earn Rewards through ImpactPass when engaging in certain Experiences, make Donations through ImpactPass, access and use Content from ImpactPass partners and other Content partners, and have the ability to connect to a Merchant's services and a Merchant third-party services (e.g., booking an experience, making a donation). Such Services shall also include the ability to learn about and follow the work of local activists and community leaders involved in social good organizations and activities in cities and towns throughout the world.

2. Changes to the Terms

We may modify the Terms from time to time. You acknowledge and accept that your access to, or use of, the ImpactPass is governed by the Terms effective at the time of your access to, or use of, ImpactPass. If we make any material changes to these Terms, we will notify you by email or by posting a notice on ImpactPass prior to the effective date of such changes. We will also indicate at the top of this page the most current date of the Terms/revisions. You should also review the Terms on a regular basis, since any and all revised versions of the Terms will be binding on you whenever you use ImpactPass. Any such revisions to the Terms will be effective upon our posting of such revised Terms.

You acknowledge and accept that your continued access to, or use of, ImpactPass after the effective date of such revisions to the Terms is deemed to be your acceptance of the Terms as revised.

3. Translation:

We may translate these Terms into other languages. Nevertheless, the English version of these Terms shall govern your use of ImpactPass, and if there are any inconsistencies between the English version and any other version, then the English version shall be deemed to govern.

4. Using ImpactPass:

(a) Eligibility

To access or use ImpactPass, you must be thirteen (13) years or older and have the requisite right, power and authority to enter into these Terms.

(b) Permission to Use ImpactPass

We grant you permission to use ImpactPass subject to the restrictions in these Terms. You use ImpactPass at your own risk, which includes, without limitation, accepting the risk that you may see Content that to you is offensive, inaccurate, or otherwise inappropriate.

(c) **ImpactPass Availability**

The ImpactPass may be modified (which includes, without limitation, updating), suspended for any reason, or discontinued for any reason at any time, without notice or liability.

(d) **User Accounts**

You must create an account and provide certain information about yourself in order to use some of the features that are offered on ImpactPass. You are responsible for maintaining the confidentiality of your account password. You are also responsible for all actions that occur in connection with your account. You agree to notify us immediately of any unauthorized use of your account. We reserve the right to close your account at any time for any or no reason in our sole discretion.

You acknowledge that your account is for your personal, non-commercial use only, and, in that regard, it is essential that you provide complete and accurate information about yourself to support your credibility as a contributor to ImpactPass. You may not (i) impersonate someone else (e.g., adopt the identity of any third party, including, without limitation, a well-known individual), (ii) create or use an account for any third party, (iii) give us an email address other than your own, or (iv) create multiple accounts. If you violate any of these rules, we reserve the right to close your account immediately.

Notwithstanding that you may use a pseudonym, others may still be able to identify you, if, for example, you (i) include information in your reviews that identifies you, (ii) use your ImpactPass account information on other websites, or (iii) allow other websites to share information about you with ImpactPass. For more information, please read our Privacy Policy in the Privacy Policy Addendum attached hereto as part of these Terms.

(e) **Communications from The ImpactPass Group and other Users**

By creating an account, you agree to receive certain communications in connection with ImpactPass. As an example, you might receive compliments or friend requests from other ImpactPass users either through our web platform,

mobile application, or to your email. You will also receive our periodic email newsletter about happenings in your neighborhood and in other cities around the world. You can always request to be deleted from non-essential communications by emailing info@impactpass.com.

(f) **The ImpactPass General Users, Local/Social Good Experience Users**

- (i) Through the Services, you may purchase from The ImpactPass Group vouchers for services (“**Vouchers**”) when offered by Merchants. You will receive an email confirmation of your purchase that will contain a Voucher confirmation number (“**Confirmation Number**”). In order to use your Voucher, you must appear in person at the applicable Merchant, and present your Confirmation Number. A Merchant may require you to provide photo identification in order to use your Voucher. Neither The ImpactPass Group nor Merchant is responsible for lost or stolen Confirmation Numbers. Vouchers are void where prohibited by law. If you attempt to use a Voucher in an unlawful manner (e.g., for example, you attempt to use a Voucher for specific volunteer activity which requires a minimum age), Merchant may refuse to accept your Voucher, and no refunds will be granted.
- (ii) The terms of use for each Voucher, when available, may vary from Merchant to Merchant and any restrictions that apply to the use of such Voucher (including, without limitation, a minimum age requirement) will be noted at the time of purchase. Vouchers are admission tickets to one-time events (“**Events**”); the date(s) on which a Voucher can be used will be noted at the time of purchase. If you do not use your Vouchers on or by the date(s) noted on such Vouchers, except as expressly set forth herein, no refunds will be granted.
- (iii) You may not cancel your Voucher after purchase. Except as expressly set forth herein, all fees paid for Vouchers are generally non-refundable. Any refunds are only pursuant to the ImpactPass Refund Policy, which is attached hereto as The ImpactPass Refund Policy, or incorporated herein, as applicable.
- (iv) A Merchant, not The ImpactPass Group, is the seller of the services that are performed pursuant to the Events (and to which Vouchers correspond) and such Merchant is solely responsible for accepting any Voucher you purchase and providing all such services relating thereto. Please consult with the Merchant if you are unhappy with the service you received in

connection with your Voucher. Prices for Vouchers are set in U.S. Dollars, or the local currency in your country, and are subject to change at any time prior to purchase.

- (v) If an Event for which you have purchased a Voucher is cancelled by Merchant, we will notify you prior to the first date on which the applicable Voucher could have been used and will process a full refund to the credit card you used to purchase such Voucher.
- (vi) If you attempt to use a Voucher in accordance with this Agreement and the additional terms applicable to such Voucher and you are unable to do so (due to the fault of Merchant), please contact us at info@impactpass.com, and we will try to remedy the situation.
- (vii) Although our app is currently free to download for users, The ImpactPass Group reserves the right, upon prior notice to user (s), to require payment of fees for certain or all such Services. You shall pay all applicable fees, as described in ImpactPass in connection with such Services selected by you. The ImpactPass Group reserves the right to change its price list and to institute new charges at any time, upon notice to you, which may be sent by email or posted in ImpactPass. Your use of the Services following such notification constitutes your acceptance of any new or increased charges.
- (viii) From time to time, The ImpactPass Group may offer a “**Best Price Guarantee**” on the purchase of a Voucher. If, during the period when you see Best Price Guarantee, or similar language, applied to a Voucher, and you find the same Event (date, time, duration, location, activities) provided by the same Merchant being offered for a lower purchase price elsewhere (the difference between the prices, the “**Difference**”), please notify our Customer Service team immediately at info@impactpass.com, and, upon you providing to us sufficient verifiable documentation of such lower price, we will either, at our option and as your sole remedy: (a) if we are still offering the Voucher for purchase, allow you to purchase the Voucher for the lower price demonstrated, or (b) if you have already purchased the lower-priced ticket from another vendor, refund you an amount equal to the Difference. Please note the Best Price Guarantee only applies to the period during which the language is displayed on the Services, and only to the Event to which such language is clearly affixed.

- (ix) You undertake that all details you provide to us for the purpose of using the Services offered on ImpactPass will be correct, that the credit or debit card, or any electronic cash, which you use is your own and that there are sufficient funds or credit facilities to cover any Purchases you make. We reserve the right to obtain validation of your credit or debit card details or verification of the authenticity and ownership of these payment methods before taking any other steps to process your Purchases.
- (x) The ImpactPass Group does not provide accounting, tax or financial advice and you should not rely on any information given on ImpactPass to determine the accounting, tax or financial consequences of making a Purchase using our Services. Notwithstanding the above, every user who makes a Purchase through our platform will receive a receipt of their Purchases with all corresponding details.

(g) Donations to Nonprofits or Other Entities

- (i) ImpactPass and successor websites (collectively the “Site”) that involve Nonprofits, cities, governments, or any other entity associated with the Site, including the materials and information posted on it, and the functionality that permits Users to make Donations, solicit Donations, create registries, establish fundraisers, for a project, or to use any other functionality offered through the Site, will operate to achieve the goals of any such entity, however, the ImpactPass Group will not be responsible for the use of such Donations, Content, or any other action whatsoever of a Nonprofit or other entity on the Site.
- (ii) You acknowledge and agree that The ImpactPass Group retains control over the donated funds, with the understanding that One Hundred Percent (100%) of Donations (minus credit card/processing fees) through our app/website goes directly to the Nonprofit designated by the user.
- (iii) To use our Services for Donations you will need to follow the procedures set out on ImpactPass.
 - (a) Details of the procedures for payment and how we will process your Donations are displayed on our website.
 - (b) Any times or dates stated in relation to our Services are estimates only. We will make all reasonable efforts to provide Services

within the time specified, but we do not accept liability for any failure to deliver within that time.

- (c) You may pay by credit or debit card, by using PayPal, Venmo, other acceptable electronic payment methods, by cheque, or bank transfer.
- (d) Impact Pass shall take all reasonable steps to ensure that the information on our website in connection with Nonprofits, their Impact Product costs, and the amounts which they have received to date, is accurate, although sometimes there may be a delay in updating this information, with the understanding that the Nonprofits are ultimately solely responsible for the accuracy of the information which they provide. On rare occasions, a Impact Product may become ineligible for funding from ImpactPass after we have received a Donation from you but before we have transmitted the funds to your chosen Nonprofit and we will not be able to process the Donation in accordance with your original choice on using our website. In that event, we will contact you to ask your preference for which Impact Product to reallocate your Donation, or if you would like us to return/refund the Donation. If we are unable to obtain written instructions from you about how to process your Donation within a reasonable period of time [not to exceed thirty (30) days], we will make the Donation to a cause in the same cause category as you originally selected and notify you by email.
- (e) If your Donation is accepted, we will confirm acceptance to you by emailing the email address you give us when you register on our website. The Donation will then be processed as specified in the confirmation email. We are entitled to refuse to process any Donation placed by you.
- (f) Once we have processed the payment for your Donation, it is not possible for Donations to be refunded.
- (g) You undertake that all details you provide to us for the purpose of using the Services offered on ImpactPass will be correct, that the credit or debit card, or any electronic cash, which you use is your own and that there are sufficient funds or credit facilities to cover any Donations you make. We reserve the right to obtain validation

of your credit or debit card details or verification of the authenticity and ownership of these payment methods before taking any other steps to process your Donations.

- (h) The ImpactPass Group does not provide accounting, tax or financial advice (and you should not rely on any ImpactPass information given) as a consequence of making a Donation using our Services. You should consult with our own accountant, tax advisor, financial consultant or attorney to determine the accounting, tax or financial consequences of your Donation. Notwithstanding the above, every user who makes a Donation through our platform will receive a receipt of their Donations with all corresponding details.

5. **Content**

(a) **Responsibility for Your Content**

You are solely responsible for your Content, which shall include, without limitation, all Content contained on the ImpactPass which is created and/or used by you either (i) on ImpactPass or (ii) linked by you to ImpactPass. You assume all risks associated with your Content, including, without limitation, any third party reliance on its quality, accuracy, or reliability, as well as your disclosure of your Content that personally identifies you. You represent and warrant that you own or have the necessary permissions from any third party having rights to use and authorize the use of your Content. You may not state directly or indirectly (e.g., imply) that your Content is in sponsored or endorsed by The ImpactPass Group in any way whatsoever, however you may insert The ImpactPass Group's "website widget" ("**ImpactPass Widget**") onto your blog or website for a direct link to ImpactPass, and by so doing, you agree that ImpactPass material may appear in your blog or on your website as delineated below in Section (d). We reserve the right to delete any of your Content that violates this Section.

You shall be solely liable, and shall hold us harmless and free from any liability whatsoever in connection with (i) your use of ImpactPass Widget or ImpactPass materials in violation of these terms and conditions and/or (ii) your Content that (A) contains material that is false, intentionally misleading, or defamatory, (B) violates any third-party rights, including, without limitation, any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right of any entity or individual, (C)

contains material that is unlawful, including, without limitation, hate speech or pornography, (D) exploits or otherwise harms minors, or (E) violates or advocates the violation of any law or regulation.

(b) **Our Right to Use Your Content**

You hereby irrevocably grant The ImpactPass Group world-wide, non-exclusive, royalty-free, rights to use your Content for any purpose as delineated in these Terms and Conditions, including, without limitation, for (i) public display, (ii) reformatting, (iii) interfacing and/or sharing and/or utilizing country, state, and local nonprofit data, (iv) incorporation into advertisements and other works, (iv) the creation of derivative works, such as, for example, in ImpactPass videos on the ImpactPass YouTube Channel, (v) promotion, and (vi) multi-platform distribution (e.g., via ImpactPass feeds) ("**Other Media**"). In addition, you irrevocably grant the users of ImpactPass the right to access your Content in connection with their use of ImpactPass.

Finally, you irrevocably waive, and/or cause third parties to waive, against The ImpactPass Group and its users, any claims and/or assertions of moral rights, and/or any attribution, with respect to your content.

For purposes of these Terms, "**Use**" means use, copy, publicly perform and display, reproduce, distribute, modify, translate, remove, analyze, commercialize, and create derivative works of your content.

(c) **Ownership**

The ImpactPass Group solely owns ImpactPass Content, including, but not limited to, visual interfaces, interactive features, graphics, design, compilation, including, but not limited to, our compilation of User Content, and other ImpactPass Content, computer code, products, software, aggregate user review ratings, and all other elements and components of ImpactPass created for ImpactPass and/or for third party use on other websites, mobile devices, and/or on any and all known or hereafter created communication devices of any kind or nature.

The ImpactPass Group also owns the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world associated with ImpactPass Content and ImpactPass ("**IP Rights**"). These IP Rights are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. You may not

modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of ImpactPass Content in whole or in part, including, without limitation, the IP Rights, except as expressly authorized by us in writing. Furthermore, except as expressly provided herein, we do not grant you any express or implied rights whatsoever in or to ImpactPass Content and/or the IP Rights, and all such rights are retained by us in their entirety.

(d) **Widget Content Feeds**

The ImpactPass Group has the the right to make ImpactPass Content (referred to for this provision as "**Widget Feed Content**") available via ImpactPass Widget, or via any other procedure in ImpactPass Group's sole discretion. You may access and use the Widget Feed Content in order to access ImpactPass on your personal computer, website, or blog ("**Your ImpactPass**"), provided that (i) your use of the Widget Feed Content is for personal, non-commercial purposes only, (ii) you attribute ImpactPass as the source of the Widget Feed Content by display of ImpactPass Widget link to ImpactPass, and (iii) you do not use or display the Widget Feed Content in any way that explicitly or implicitly suggests that The ImpactPass Group promotes or endorses any third party causes, ideas, websites, products or services, including, without limitation, your ImpactPass.

(e) **Other Procedures/Confidentiality/User Content and Your Content**

User Content (including User Content created by users who may be hired by The ImpactPass Group) does not reflect The ImpactPass Group's opinion, nor may it be used for endorsement of any third-party opinions, causes, ideas, websites, products or services. We reserve the right to screen, edit, remove, or reinstate User Content from time to time at our sole discretion for any reason, and without notice to you. We have the right to, and shall, remove a review if we decide, in our sole discretion, that particular User Content violates our internal company policies. We do not guarantee any confidentiality with respect to any Content.

6. **Restrictions**

The ImpactPass Group shall enforce these Terms in our sole discretion, as no inaction on any breach, or alleged breach, of any Term hereunder shall be deemed a waiver of any such Term, or of our right to enforce our Terms. You may inform us if you believe another User has violated the Terms; however, we reserve the right to take any action in our sole discretion. The following restrictions apply to use of ImpactPass:

(a) **You agree not to do, nor will you assist, encourage, or enable others to use ImpactPass to do, the following:**

- (i) Violate the Content guidelines delineated in Section 5 above. for example, by writing a fake or defamatory review, trading reviews with other businesses, or compensating someone or being compensated to write or remove a review;
- (ii) Violate any third party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- (iii) Threaten, stalk, harm, or harass others, or promote bigotry or discrimination;
- (iv) Promote a business or other commercial venture or event, or otherwise use ImpactPass for commercial purposes, unless expressly permitted by The ImpactPass Group;
- (v) Send bulk emails, surveys, or other mass messaging, whether commercial in nature or not; engage in keyword spamming, or otherwise attempt to manipulate ImpactPass's search results or any third-party website;
- (vi) Solicit personal information from minors, or submit or transmit pornography; or
- (vii) Violate any applicable law.

(b) **You also agree not to, and will not assist, encourage, or enable others to:**

- (i) Violate these Terms;
- (ii) Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit ImpactPass or ImpactPass Content except as expressly authorized by The ImpactPass Group;
- (iii) Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of ImpactPass or any ImpactPass Content;
- (iv) Reverse engineer any portion of ImpactPass;

- (v) Remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of ImpactPass or on any materials printed or copied from ImpactPass;
- (vi) Record, process, or mine information about other users;
- (vii) Access, retrieve or index any portion of ImpactPass for purposes of constructing or populating a searchable database of business reviews;
- (viii) Reformat or frame any portion of ImpactPass;
- (ix) Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on ImpactPass technology infrastructure or otherwise make excessive traffic demands of ImpactPass;
- (x) Attempt to gain unauthorized access to ImpactPass, user accounts, computer systems or networks connected to ImpactPass through hacking, password mining or any other means;
- (xi) Use ImpactPass or any ImpactPass Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "**Viruses**");
- (xii) Use any device, software or routine that interferes with the proper working of ImpactPass, or otherwise attempt to interfere with the proper working of ImpactPass;
- (xiii) Use ImpactPass to violate the security of any computer network, decode/decipher passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, ImpactPass or ImpactPass Content; or
- (xiv) Remove, circumvent, disable, damage or otherwise interfere with any security-related features of ImpactPass, features that prevent or restrict the use or copying of ImpactPass Content or features that enforce limitations on the use of ImpactPass.

The restrictions above only apply to the extent permissible under applicable law. Nevertheless, you agree not to act contrary to these restrictions (even if permissible under applicable law) without providing thirty (30) days' prior written notice to us, together with any information that we may reasonably require to give us an opportunity, in our sole discretion, to provide alternative remedies or otherwise accommodate you.

7. **Guidelines and Policies**

(a) **Content Guidelines**

You represent that you have read and understood our Content Guidelines as delineated in Section 5 and 6.

(b) **Privacy**

You represent that you have read and understood our Privacy Policy Terms and Conditions. Note that we may disclose information about you to third parties if we have a good faith belief that such a disclosure is reasonably necessary to (i) take action regarding suspected illegal activities; (ii) enforce or apply our Terms and Privacy Policy; (iii) comply with legal process or other government inquiry, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process served on us; or (iv) protect our rights, reputation, and property, or that of our Users, affiliates, or the public. If you use ImpactPass outside of the United States, you consent to having your personal data transferred to and processed in the United States.

(c) **Tickets/Fees/Passes/Vouchers and Payment Refund Policy**

Please refer to the Payment Refund Policy in Subparagraph 4 (f) above.

(d) **Data Processing Appendix**

You represent that you have read and understood our Data Processing Appendix attached hereto.

8. **Suggestions and Improvements**

By sending us any ideas or suggestions ("**Feedback**"), you agree that (i) your Feedback does not contain any third party confidential or proprietary information, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have certain ImpactPass improvements and/or projects similar to the Feedback already under consideration or in development, and therefore any such similarity is purely coincidental, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, publish, distribute and sublicense the Feedback, and/or create and so use derivative works derived therefrom, and you irrevocably waive, and cause to be waived, against The ImpactPass Group and its Users

any claims and assertions of any infringement upon, or violation of, any rights of privacy, or of any proprietary or moral, or analogous, rights contained in such Feedback.

9. Third-Party Sites

The ImpactPass Group may include links to other websites or applications (each, a "**Third-Party Site**"). We do not control, endorse or support in any way any Third-Party Site. You agree that we are not responsible for the availability or contents of such Third-Party Sites. Your use of Third-Party Sites is in your sole discretion and at your own risk.

Some of the services made available through ImpactPass may be subject to additional third party or open source licensing terms and disclosures.

10. Indemnity

You agree to indemnify, defend, and hold The ImpactPass Group, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them (collectively, the "**ImpactPass Entities**") harmless from and against any and all claims, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable outside attorneys' fees and expenses) incurred by ImpactPass Entities arising out of or relating to (i) your access to or use of ImpactPass, (ii) your violation of the Terms, (iii) any products or Services purchased or obtained by you in connection with ImpactPass, or (iv) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. The ImpactPass Group reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify The ImpactPass Group and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of The ImpactPass Group. The ImpactPass Group will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it. In addition, you acknowledge that The ImpactPass Group is neither responsible for, guaranteeing the accuracy of user-generated Content.

11. Disclaimers and Limitations of Liability

Please read this section carefully since it limits the liability of the ImpactPass Group to you. each of the subsections below only applies up to the maximum extent permitted under applicable law. Nothing herein is intended to limit any rights you may have which may not be lawfully limited. If you are unsure about this or any other section of these

terms, please consult with a legal professional prior to accessing or using ImpactPass. by accessing or using ImpactPass, you represent that you have read, understood, and agreed to these terms, including this section. you are giving up substantial legal rights by agreeing to these terms.

- (a) ImpactPass is made available to you on an "as is", "with all faults" and "as available" basis, with the express understanding that the ImpactPass Group may not monitor, control, or vet user content. As such, your use of ImpactPass is at your own discretion and risk. The ImpactPass Group makes no claims or promises about the quality, accuracy, or reliability of ImpactPass, its safety or security, or content. accordingly, the ImpactPass Group is not liable to you for any loss or damage that might arise, including, without limitation, from (i) impactpass's inoperability, unavailability or security vulnerabilities and/or (ii) from your reliance on the quality, accuracy, or reliability of the business listings, ratings, reviews, metrics or review filter found on, used on, or made available through ImpactPass, and/or (iii) any injuries, damages, or liabilities of any kind whatsoever, suffered and/or incurred by you as a result of your use of any cultural experience and/or travel experience, and/or impact products, and/or rewards (iv) any loss or damages as a result of cultural experiences, and/or travel experiences, and/or impact products, and/or rewards services used by you through ImpactPass.
- (b) The ImpactPass Group makes no claims or promises with respect to any third party, such as the businesses or advertisers listed on impactpass or impactpass's users. accordingly, the ImpactPass Group is not liable to you for any loss or damage that might arise from its actions or omissions, including, for example, if another user or business misuses your content, identity or personal information, or if you have a negative experience with one of the businesses or advertisers listed or featured on ImpactPass. Your purchase and/or donations and use of products or services offered by third parties through ImpactPass is at your own discretion and risk.
- (c) The ImpactPass Group expressly disclaims all warranties, whether express or implied, including warranties as to the products or services offered by businesses listed on ImpactPass, and implied warranties of merchantability, fitness for a particular purpose, and non-infringement. no oral or written information or advice provided to you by a representative of one of the ImpactPass entities shall create a representation or warranty.

- (d) Your sole and exclusive right and remedy in case of dissatisfaction with ImpactPass, related services, or any other grievance shall be your termination and discontinuation of access to, or use of ImpactPass.
- (e) The ImpactPass Group's maximum aggregate liability to you for losses or damages that you suffer in connection with ImpactPass or these Terms is limited to the lesser of (i) the amount paid, if any, by you in connection with ImpactPass in the 12 months prior to the action giving rise to liability, or (ii) \$100.00 USD.
- (f) The ImpactPass Group disclaims liability for any (i) indirect, special, incidental, punitive, exemplary, reliance, or consequential damages, (ii) loss of profits, (iii) business interruption, (iv) reputational harm, or (v) loss of information or data.

12. Copyright Dispute Resolution

The ImpactPass Group has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act or DMCA (posted at <https://www.copyright.gov/legislation/dmca.pdf>). The address of The ImpactPass Group's Designated Agent to Receive Notification of Claimed Infringement ("**Designated Agent**") is listed at the end of this Section. It is The ImpactPass Group's policy to (1) block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders.

- (a) Procedure for Reporting Copyright Infringements: If you believe that material or content residing on or accessible through the Services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:
 - (i) A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
 - (ii) Identification of works or materials being infringed;
 - (iii) Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that The ImpactPass Group is capable of finding and verifying its existence;

- (iv) Contact information about the notifier including address, telephone number and, if available, email address;
 - (v) A statement that the notifier has a good faith belief that the material identified in (3) is not authorized by the copyright owner, its agent, or the law; and
 - (vi) A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.
- (b) Once Proper Bona Fide Infringement Notification is Received by the Designated Agent: It is The ImpactPass Group's policy:
- (i) to remove or disable access to the infringing material;
 - (ii) to notify the content provider, member or user that it has removed or disabled access to the material; and
 - (iii) that repeat offenders will have the infringing material removed from the system and that The ImpactPass Group will terminate such content provider's, member's or user's access to the Services.
- (c) Procedure to Supply a Counter-Notice to the Designated Agent: if the content provider, member or user believes that the material that was removed (or to which access was disabled) is not infringing, or the content provider, member or user believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or, pursuant to the law, the content provider, member, or user, must send a counter-notice containing the following information to the Designated Agent listed below:
- (i) A physical or electronic signature of the content provider, member or user;
 - (ii) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
 - (iii) A statement that the content provider, member or user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and
 - (iv) Content provider's, member's or user's name, address, telephone number, and, if available, email address, and a statement that such person or entity

consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's, member's or user's address is located, or, if the content provider's, member's or user's address is located outside the United States, for any judicial district in which The ImpactPass Group is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

- (d) If a counter-notice is received by the Designated Agent, The ImpactPass Group may send a copy of the counter-notice to the original complaining party informing that person that The ImpactPass Group may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at The ImpactPass Group's sole discretion. Please contact The ImpactPass Group's Designated Agent to Receive Notification of Claimed Infringement at info@impactpass.com.

13. Choice of Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflict of laws provisions thereof. In the event of any dispute or claim arising from or relating to the subject matter of this Agreement, the parties shall first attempt to resolve such dispute or claim through voluntary mediation for a period of thirty (30) days, provided, however, that if any such dispute or claim is not so resolved, then such dispute or claim shall be finally settled by arbitration in Dover, Delaware, using the English language in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Streamlined Arbitration Rules and Procedures of JAMS. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in Dover, Delaware.

14. Termination

- (a) You may terminate your use of ImpactPass at any time by closing your account, discontinuing your use of ImpactPass, and providing The ImpactPass Group with a written notice of termination. Please review our Privacy Policy for information about what we do with your account when terminated.
- (b) We may close your account, suspend your ability to use certain portions of the ImpactPass, and/or ban you altogether from ImpactPass for any or no reason, and without notice or liability of any kind. Any such action could prevent you from accessing your account, ImpactPass, ImpactPass Content, or any other related information.
- (c) In the event of any such termination, whether by you or us, Sections 1, 5, 6, 9–14 will continue in full force and effect, including our right to use our Content as detailed in Section 5.

15. General Terms

- (a) The ImpactPass Group reserves the right to modify, update, or discontinue ImpactPass at our sole discretion, at any time, for any or no reason, and without notice or liability.
- (b) The ImpactPass Group may provide you with notices, including those regarding changes to the Terms by email, regular mail or communications through ImpactPass.
- (c) Except as otherwise stated in Section 10, 11, 12, 13 and 14 above, nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party.
- (e) The Terms contain the entire agreement between you and us regarding the use of the ImpactPass, and supersede any prior oral or written agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms.
- (f) Any failure on The ImpactPass Group's part to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any other rights hereunder.
- (g) If any provision of the Terms is found to be unenforceable or invalid, then only that provision shall be modified to reflect the parties' intention or eliminated to the

minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable.

- (h) The Terms, and any rights or obligations hereunder, are not assignable, transferable or sub-licensable by you except with The ImpactPass Group's prior written consent but may be assigned or transferred by us without restriction. Any attempted assignment by you shall violate these Terms and be void ab initio.
- (h) The section titles in the Terms are for convenience only and have no legal or contractual effect.