

# **IDAHO FREEDOM FOUNDATION, INC. END USER LICENSE AGREEMENT AND PRIVACY POLICY**

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## **END USER LICENSE AGREEMENT**

By accepting this End User License Agreement (“Agreement”) or by installing Idaho Freedom Foundation, Inc.’s (“Idaho Freedom Foundation”, “we”, “us”, or “our”) Testifi application (the “Software”), or by clicking to install the Software, you agree to the terms and conditions of this Agreement. The Privacy Policy is part of this Agreement and is incorporated by reference herein.

### **1. GENERAL USE OF THE SOFTWARE – PERMISSIONS AND RESTRICTIONS**

a. Subject to your compliance with the terms of this Agreement, Idaho Freedom Foundation grants you a revocable, non-transferable, and non-exclusive permission to access and use the Software, solely for your personal, non-commercial purposes. Idaho Freedom Foundation reserves all rights in the Software not expressly granted to you.

b. The Software is licensed, not sold. Your use of the Software is limited to the express terms of this Agreement. You agree not to (and you agree not to permit anyone else to): (i) distribute in any medium any part of the Software, including but not limited to Content and User Submissions (each as defined below); (ii) access User Submissions (defined below) or Content (defined below) through any technology or means other than any as authorized by this Agreement; (iii) license, sell, rent, lease, transfer, assign, distribute, host, outsource, disclose, or otherwise utilize the Software as part of a commercial offering; (iv) modify, create derivative works of, disassemble, reverse compile or reverse engineer any part of the Software; (v) use the Software in order to build a similar or competitive product or service; (vi) use the Software for illegal purposes; and/or (vii) otherwise exceed the scope of the express license granted herein. Except as expressly stated herein, no part of the Software may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means, including but not limited to electronic, mechanical, or other means. You may not assign (or grant a sublicense of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

c. You acknowledge that there are no maintenance and/or support services with respect to the Software.

d. If the Software is being acquired on behalf of the United States Government, the Software is comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. The Software is provided to the Government only as a commercial end item: (i) for acquisition by or on behalf of civilian agencies consistent with 48 C.F.R.

12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense consistent with 48 C.F.R. 227.7202-1 and 227.7202-3. In accordance with 48 C.F.R. 12.212, and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software with only those rights set forth herein.

## **2. YOUR USE OF CONTENT ON THE SOFTWARE**

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of Content on the Software.

a. The content on the Software, except all User Submissions, including without limitation, the text, software, scripts, graphics, files, documents, images, photos, sounds, music, pictures, messages, interactive features, the design of and “look and feel,” and the like (“Content”) and the trademarks, service marks and logos contained therein (“Marks”), are owned by or licensed to Idaho Freedom Foundation, subject to copyright and other intellectual property rights under the law. Content on the Software is provided to you AS IS for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Idaho Freedom Foundation reserves all rights not expressly granted in and to the Software and the Content.

b. You may access User Submissions solely:

- i. For your information and personal use in accordance with this Agreement; and
- ii. As intended through the normal functionality of the Software.

c. User comments are made available to you for your information and personal use solely as intended through the normal functionality of the Software. User comments are made available “as is,” and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, downloaded, or otherwise exploited in any manner not intended by the normal functionality of the Software or otherwise as expressly authorized under this Agreement.

d. You may access Content, User Submissions, and other content only as permitted under this Agreement. Idaho Freedom Foundation reserves all rights not expressly granted in and to the Content and the Software.

e. You agree to not use, copy, reproduce, transmit, broadcast, sell, license, download, or otherwise exploit any of the Content other than as expressly permitted herein.

f. You agree not to circumvent, disable, or otherwise interfere with security-related features of the Software or features that prevent or restrict use or copying

of any Content or enforce limitations on use of the Software or the Content therein.

g. You understand that when using the Software, you will be exposed to User Submissions from a variety of sources, and that Idaho Freedom Foundation is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Idaho Freedom Foundation with respect thereto, and agree to indemnify and hold Idaho Freedom Foundation, its owners, operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the Software.

### **3. YOUR USER SUBMISSIONS AND CONDUCT**

a. You may submit comments, information, text, link, graphics, photos, videos, or other materials or arrangements of materials posted, uploaded, downloaded, or appearing on the Software (collectively referred to as “User Submissions”) to Idaho Freedom Foundation. You understand that whether or not such User Submissions are published, Idaho Freedom Foundation does not guarantee any confidentiality with respect to any User Submissions.

b. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: you own or have all the necessary licenses, rights, consents, and permissions to use and authorize Idaho Freedom Foundation to use all patent, trademark, trade secret, copyright or other intellectual property or proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Software and this Agreement.

c. You retain ownership of all copyrights you may have in your User Submissions. However, you grant Idaho Freedom Foundation a perpetual, non-exclusive, fully paid and royalty-free, worldwide license to Idaho Freedom Foundation to use, remove, copy, reproduce, process, transmit, excerpt, publish, distribute, publicly display, publicly perform, create derivative works of, host, index, cache, tag, encode, modify, and adapt in any form or media now known or hereinafter developed, any User Submissions posted by you to Idaho Freedom Foundation.

d. In connection with User Submissions, you further agree that you will not submit material that is copyrighted, trademarked, protected by trade secret or confidentiality, or otherwise subject to third-party proprietary rights, including privacy, personality and publicity rights, unless you are the owner of such rights

or have permission from their rightful owner to post the material and to grant Idaho Freedom Foundation all of the license rights granted herein.

e. You agree that your conduct on the Software will comport with the terms of this Agreement.

f. Idaho Freedom Foundation does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Idaho Freedom Foundation expressly disclaims any and all liability in connection with User Submissions. Idaho Freedom Foundation does not permit copyright infringing activities and infringement of intellectual property rights on its Software, and Idaho Freedom Foundation will remove all Content and User Submissions if properly notified in a manner consistent with law and Idaho Freedom Foundation's Copyright Infringement Notification policy that such Content or User Submission infringes on another's intellectual property rights. Idaho Freedom Foundation reserves the right to remove Content and User Submissions without prior notice.

g. If you provide feedback to us regarding the Software, Content, or User Submissions ("Feedback"), you authorize us to use that Feedback without restriction and without payment to you. Accordingly, you hereby grant to us perpetual and irrevocable license to use the Feedback for any purpose.

#### **4. UPDATES**

You agree to receive updates to the Software, and permit Idaho Freedom Foundation to deliver these updates to you, as part of your use of the Software.

#### **5. MODIFICATIONS**

Idaho Freedom Foundation reserves the right to modify, suspend, or discontinue the Software at any time. All future updates, modifications, or additions to the Software shall be subject to the terms of this Agreement.

#### **6. THIRD-PARTY SITES**

The Software may contain links to third-party websites that are not owned or controlled by Idaho Freedom Foundation. Idaho Freedom Foundation has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, Idaho Freedom Foundation will not and cannot censor or edit the content of any third-party site. BY USING THE SOFTWARE, YOU EXPRESSLY RELIEVE IDAHO FREEDOM FOUNDATION FROM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF ANY THIRD-PARTY WEBSITE.

## **7. TERMINATION**

This Agreement will continue in effect until terminated by either you or Idaho Freedom Foundation. You may terminate this Agreement at any time by discontinuing your use of the Software. Idaho Freedom Foundation, in its sole discretion, may suspend your rights to use the Software or terminate this Agreement, including terminating your account, if applicable, without notice, if: (a) you breach this Agreement; (b) Idaho Freedom Foundation is required to do so by law; (c) you engage in conduct Idaho Freedom Foundation believes is harmful to other Idaho Freedom Foundation users or the business of Idaho Freedom Foundation; and/or (d) Idaho Freedom Foundation has decided to discontinue the Software. Idaho Freedom Foundation will not be liable to you and/or any third party for any termination of this Agreement or termination, suspension, or limitation of your access to the Software. Termination shall not affect the rights of Idaho Freedom Foundation to recover from you losses, damages, indemnity, defense costs, expert costs, collection costs and/or attorneys' fees or expert witnesses' cost or other costs of any kind under this Agreement. The provisions of this Agreement that by their nature are ongoing, or as explicitly provided, will survive termination or expiration of this Agreement for any reason.

## **8. INDEMNITY**

You agree to indemnify and hold harmless Idaho Freedom Foundation, including its officers, directors, employees, affiliates, licensors, suppliers, information providers, and agents (collectively "Idaho Freedom Foundation Parties"), from and against all losses, claims, liabilities, expenses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from: (a) your use of the Software; (b) your violation of this Agreement; and/or (c) your violation of applicable laws or regulations. Idaho Freedom Foundation reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify an Idaho Freedom Foundation Party and you agree to cooperate with the defense of these claims. You agree not to settle any matter without the prior written consent of Idaho Freedom Foundation. Idaho Freedom Foundation will use reasonable efforts to notify you of any such claim, action, or proceeding for which it desires to exercise its indemnification rights within a reasonable time.

## **9. WARRANTY DISCLAIMER**

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE SOFTWARE IS AT YOUR SOLE RISK, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCUACY, AND THE EFFORT IS WITH YOU, AND THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PUPROSE AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER

INCLUDING THAT THE SOFTWARE IS NON-INFRINGEMENT, ACCESSIBLE, OR UNINTERRUPTED. TO THE FULLEST EXTENT PERMITTED BY LAW, IDAHO FREEDOM FOUNDATION DISCLAIMS RESPONSIBILITY AND ANY LIABILITY FOR (A) ANY ERRORS IN THE SOFTWARE AND ANY CONSEQUENCES, DECISIONS, JUDGMENTS, OR RESULTS ATTRIBUTABLE TO OR RELATED TO ANY USES, NON-USES, OR INTERPRETATIONS OF INFORMATION OR DATA CONTAINED IN OR NOT CONTAINED IN THE SOFTWARE; (B) ANY DAMAGE TO YOUR EQUIPMENT OR ANY OTHER INFORMATION OR SOFTWARE OR APPLICATION YOU HAVE; (C) ANY INTERRUPTION OF ANY OTHER SERVICE OR APPLICATION; AND (D) ANY OTHER DAMAGE NO MATTER THE CAUSE.

IDAHO FREEDOM FOUNDATION DOES NOT WARRANT THAT THE DATA CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR WITHOUT ERROR. YOU ACKNOWLEDGE THAT THE SOFTWARE HAS NOT BEEN DEVELOPED ACCORDING TO YOUR SPECIFICATIONS AND HAS NOT OTHERWISE BEEN CUSTOM-MADE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

#### **10. LIMITATION OF LIABILITY**

IDAHO FREEDOM FOUNDATION SHALL NOT BE LIABLE, AND DISCLAIMS ANY LIABILITY, FOR ANY CLAIM, LOSS, OR DAMAGE, DIRECT OR INDIRECT, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER IN CONNECTION WITH, AS A RESULT OF, OR ARISING: (A) OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE; (B) FROM ANY INTERRUPTION IN AVAILABILITY; (C) FROM ANY LOSS OF DATA AND/OR FROM ANY EQUIPMENT FAILURE; (D) FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (E) OUT OF THE USE OF, REFERENCE TO, OR RELIANCE ON, THE SOFTWARE; (F) OUT OF ANY CONTENT, MATERIALS, ACCURACY OF INFORMATION, AND/OR QUALITY OF THE SOFTWARE; OR (G) OUT OF ANY OTHER MATTER RELATING TO THE SOFTWARE.

IN THE EVENT YOU ARE DISSATISFIED WITH, OR DISPUTE, THIS AGREEMENT OR THE SOFTWARE, YOUR SOLE RIGHT AND EXCLUSIVE REMEDY IS TO TERMINATE YOUR USE OF THE SOFTWARE, EVEN IF THAT RIGHT OR REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSES. YOU CONFIRM THAT IDAHO FREEDOM FOUNDATION HAS NO OTHER OBLIGATION, LIABILITY, OR RESPONSIBILITY TO YOU OR ANY OTHER PARTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR EXCLUSIVE REMEDY AND ENTIRE LIABILITY FOR ANY CLAIM RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT, OR ANY OTHER LEGAL THEORY, SHALL

BE LIMITED TO THE TOTAL AMOUNT YOU PAID FOR THE SOFTWARE PROVIDED HEREUNDER UPON WHICH THE LIABILITY IS BASED.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS AND/OR EXCLUSIONS MAY NOT APPLY TO YOU.

## **11. APPLICABLE LAW**

This Agreement shall be governed by the internal substantive laws of the State of Idaho, without respect to its conflict of laws principles. By accessing the Website, the parties consent to the jurisdiction of the State of Idaho.

PLEASE READ THE FOLLOWING SECTION CAREFULLY. IT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS WE AND YOU HAVE AGAINST EACH OTHER ARE RESOLVED. SECTION 12 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT REQUIRES YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION AND LIMITS YOUR RIGHT TO SEEK RELIEF BY JURY TRIAL OR CLASS ACTION.

## **12. AGREEMENT TO ARBITRATE**

This section applies to any dispute EXCEPT IT DOES NOT INCLUDE A DISPUTE RELATING TO CLAIMS FOR INJUNCTIVE OR EQUITABLE RELIEF REGARDING THE ENFORCEMENT OR VALIDITY OF YOUR OR IDAHO FREEDOM FOUNDATION'S INTELLECTUAL PROPERTY RIGHTS. You may assert claims in small claims court if your claims qualify. The term "dispute" means any dispute, action, or other controversy between you and Idaho Freedom Foundation concerning the Software or this Agreement, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.

### **12.1 Notice of Dispute**

In the event of a dispute, you or Idaho Freedom Foundation must give the other a Notice of Dispute, which is a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute to [media@idahofreedom.org](mailto:media@idahofreedom.org). Idaho Freedom Foundation will send any Notice of Dispute to you by U.S. Mail to your address if we have it, or otherwise to your email address. You and Idaho Freedom Foundation will attempt to resolve any dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. After sixty (60) days, you or Idaho Freedom Foundation may commence arbitration.

## **12.2 Binding Arbitration**

If you and Idaho Freedom Foundation don't resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this section. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. The dispute shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitration will be conducted in Boise, Idaho, and judgment on the arbitration award may be entered into any court of competent jurisdiction. The award of the arbitrator will be final and binding upon the parties without appeal or review except as permitted by Idaho law. Either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. Any and all legal, accounting, and other costs, fees, and expenses incurred by the prevailing party shall be borne by the non-prevailing party.

## **12.3 Prohibition of Class and Representative Actions and Non-Individual Actions**

You and Idaho Freedom Foundation agree that either may bring claims against the other only on an individual basis and not as part of any purported class or representative action or proceeding unless both you and Idaho Freedom Foundation agree otherwise. The arbitrator may not consolidate or join more than one person's or party's claims and may not preside over any form of a consolidated, representative or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's claim(s). Any relief awarded cannot affect other Idaho Freedom Foundation's users.

## **13. COPYRIGHT INFRINGEMENT**

- a. If you are a copyright owner or an agent thereof and believe that any content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):
  - i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
  - ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
  - iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the

service provider to locate the material;

iv. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;

v. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

vi. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Idaho Freedom Foundation's designated Copyright Agent to receive notifications of claimed infringement is [media@idahofreedom.org](mailto:media@idahofreedom.org).

You acknowledge that if you fail to comply with all of the requirements of this Section 8(A) your DMCA notice may not be valid.

b. Counter-Notice. If you believe that your content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content, you may send a counter-notice containing the following information to the Copyright Agent:

i. Your physical or electronic signature;

ii. Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;

iii. A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and

iv. Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Boise, Idaho and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Idaho Freedom Foundation may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content 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 content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Idaho Freedom Foundation's sole discretion.

c. Repeat Infringers. Idaho Freedom Foundation will terminate the access privileges of any user whom it deems, in its sole authority, has repeatedly infringed the copyright rights of others.

## 14. GENERAL

This Agreement, together with the Agreement, and any other legal notices published by Idaho Freedom Foundation on the Software, shall constitute the entire agreement between you and Idaho Freedom Foundation concerning the Software. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Idaho Freedom Foundation's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

You agree that Idaho Freedom Foundation may provide you with notices, including those regarding updates to the Agreement, by email, regular mail, or postings on the Software.

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess the consent of your legal parent or guardian, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.

The Software is controlled and offered by Idaho Freedom Foundation from its facilities in the United States of America. Idaho Freedom Foundation makes no representations that the Software is appropriate for use in other locations. Those who access or use the Software from other jurisdictions do so at their own volition and are responsible for compliance with their local law.

Nothing in this Agreement shall be deemed to confer any third-party rights or benefits. You and Idaho Freedom Foundation are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

YOU AND IDAHO FREEDOM FOUNDATION AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SOFTWARE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

## 15. CONTACT

If you have questions or comments about this Agreement, or to report any violations or abuse of the Software, please contact us at [media@idahofreedom.org](mailto:media@idahofreedom.org).

## PRIVACY POLICY

Idaho Freedom Foundation, Inc. (“Idaho Freedom Foundation”, “we”, “us”, or “our”) is committed to protecting your privacy. This Privacy Policy (“Policy”) applies to your use of Idaho Freedom Foundation’s Testifi application located on all platforms (the “Software”).

Idaho Freedom Foundation is an Idaho general nonprofit corporation subject to the laws of the United States. This Policy describes how we collect, use, and disclose information in the United States. The United States may not offer a level of privacy protection as great as that offered in other jurisdictions. In jurisdictions outside of the United States where we are subject to different or more restrictive local laws, we may adjust our practices in those jurisdictions to comply with local laws. Otherwise, we make no representation that the practices described in this Policy are compliant with laws outside of the United States that apply to the collection, security, use, and disclosure of information. Information that is collected or stored in jurisdictions outside of the United States may, subject to applicable law, be disclosed or transferred to the United States or other locations. When information is transferred to the United States, it will be handled in accordance with the laws of the United States.

By using this Software, you agree to the privacy practices described in this Policy and the End User License Agreement (“Agreement”). This Policy shall be taken and considered part of the Agreement as if the Agreement was completely set out therein.

### 1. INFORMATION WE COLLECT

The Software collects two kinds of information about you: (a) personally identifiable information; and (b) non-personally identifiable information.

**a. Personally Identifiable Information.** Personally identifiable information is information that identifies you or another person. When you engage in certain activities on the Software, we may ask you to provide certain personal information about yourself, including: (i) your name, address, phone number, email address, and other basic contact information; (ii) your preferences, content, and access device information; (iii) photographs, videos, and other content; and (iv) communications and other messages, including correspondence between Idaho Freedom Foundation and you.

You may decline to provide personally identifiable information through the Software. However, depending on the activity, some of the information we ask you to provide is mandatory. If you decline to provide the mandatory information for a particular activity that requires it, we may not be able to provide that service to you.

**b. Non-Personally Identifiable Information.** Non-personally identifiable information is information that does not identify you or another person. Non-personally identifiable information includes: (i) session and usage data; (ii) log data; and (iii) aggregate information.

**i. Session and Usage Data.** Session and usage data is information about your use of the Software, without limitation, connection and service-related data submitted to us through the use of the Software. Session and usage data includes information relating to the connection request, server communication, and data sharing, including: network measurements; quality of service; time and date of the use of the Software; and upon your consent, your location. We may also aggregate session and usage data as described in the aggregate information section below. Session and usage data does not include any personally identifiable information nor does it include content you may transmit or share through the use of the Software (such as name and address).

**ii. Log Data.** When you interact with us or use the Software, our systems may automatically collect your unique user device number, the IP address, type of browser or operating system you use, and the dates and times of your use.

**iii. Aggregate Information.** Aggregate information is data we collect about a group or category of services or users from which individual user identities have been removed. In other words, information on how you use the Software, may be collected and combined with information about how others use the Software, but no personally identifiable information will be included in the resulting aggregate information. Aggregate information helps us understand trends in our users' needs so that we can better consider new features or otherwise tailor the Software.

## **2. HOW WE USE YOUR INFORMATION**

**a. Personally Identifiable Information.** We may use your personally identifiable information to: (i) provide products and services; (ii) resolve disputes and troubleshoot problems; (iii) verify your identity and the information you provide; (iv) encourage a safe online experience and enforce our policies; (v) customize your experience, analyze usage of the Software, improve and measure interest in our products and services, and inform you about the Software, services, products, and updates; (vi) provide you with information that may affect your use of the Software, the products and services; (vii) communicate marketing and promotional messages; (viii) provide customer service; and (ix) perform certain other business activities.

During the course of our business, we may use your personally identifiable information to deliver information to you that is targeted to your interests. Upon receipt of the first communication of this type, you will have the opportunity to opt-out of future communications by clicking on unsubscribe link or by following unsubscribe instructions described within the communication or otherwise notifying us at [media@idahofreedom.org](mailto:media@idahofreedom.org). We may, however, send you messages through email, text message, or other means of communications as part of our services regarding administrative matters, updates, disputes, and

customer service issues regarding the products or services, and you will not be able to opt out of receiving such messages.

From time to time, we may implement solutions designed to more efficiently capture your communications preferences. In any such event, we will strive to reflect any previously stated communicated preferences within such solutions.

We may also use your personally identifiable information as we believe necessary or appropriate, in any manner permitted under applicable law, including laws outside your country of residence to: comply with legal process; respond to requests from public and government authorities, including public and government authorities outside your country of residence; enforce our terms and conditions; protect our operations; protect our rights, privacy, safety or property, and/or that of our affiliates, you, or others; and allow us to pursue available remedies or limit the damages that we may sustain.

**b. Non-Personally Identifiable Information.** We may use your non-personally identifiable information for any purpose, including, but not limited to, for our own internal purpose to measure traffic patterns; to understand demographics, customer interest, and other trends among our users; to provide, improve, and modify the Software; and for promotion and marketing purposes.

### **3. HOW WE MAY DISCLOSE YOUR INFORMATION**

**a. Personally Identifiable Information.** We may disclose and you hereby consent to our disclosing of your personally identifiable information to: (i) service providers and others who help with our operations and assist in the delivery of our products and services including, but not limited to, application development, Software hosting, maintenance, data analysis, infrastructure provision, IT services, customer service, email delivery services, marketing, analytics, and enforcement of our End User License Agreement and other agreements; (ii) third parties in the event of an reorganization, merger, debt financing of assets, joint venture, assignment, transfer, or other disposition of all or any portion of our organization or assets (including in connection with any insolvency, bankruptcy, receivership, or similar proceeding); (iii) an Idaho Freedom Foundation affiliate or business partner; (iv) other users of the site to identify you to anyone to whom you send messages or make comments through the Software; (v) persons or entities with whom you consent to have your personally identifiable information shared; (vi) third parties in order to prevent damage to our property (tangible and intangible), or for safety reasons; (vii) third parties as we believe necessary or appropriate, in any manner permitted under applicable law, including laws outside your country of residence to: comply with legal process; respond to requests from public and government authorities, including public and government authorities outside your country of residence; enforce our End User License Agreement and other agreements; protect our operations; protect our rights, privacy, safety or property, and/or that of our affiliates, you, or others; and allow us to pursue available remedies or limit the damages that we may sustain.

We will not sell, rent, or lease your personally identifiable information to a third party without your express permission, unless required by law.

**b. Non-Personally Identifiable Information.** We may disclose non-personally identifiable information for any purpose. Remember, non-personally identifiable information cannot be used to identify you or another person.

#### **4. PUBLIC AREAS AND THIRD-PARTY POSTINGS**

We may provide areas on the Software where users can publicly post information about themselves, including, but not limited to, names, photos, comments, messages, and other content. This information may be accessible by other Software users, third-party users, members of the public, and may appear on other websites and in web searches. As a result, this information could be read, collected, and used by others. We do not control or endorse the information posted by third-party users, are not liable for your or third-party posts to the Software, and specifically disclaim any liability resulting from such posts.

#### **5. THIRD PARTIES AND THIRD-PARTY SITES**

Upon your consent, the Software may access third-party information through application interfaces. We may provide links to third-party websites as a service to you. When you click on links of third parties in a website, you may leave the Software.

THIS POLICY DOES NOT COVER ANY COLLECTION, USE, OR DISCLOSURE BY THIRD PARTIES THROUGH ANY APPLICATIONS, WEBSITES, PRODUCTS, OR SERVICES THAT WE DO NOT CONTROL OR OWN, OR ANY THIRD-PARTY FEATURES OR SERVICES MADE AVAILABLE THROUGH THE SOFTWARE. BY USING THE SOFTWARE, YOU EXPRESSLY RELIEVE IDAHO FREEDOM FOUNDATION FROM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF ANY THIRD-PARTY WEBSITE.

The inclusion of a link or accessibility of third-party websites does not imply endorsement of such third-party website by us. All trademarks, trade names, and logos of third parties featured on the website belong to their respective owners.

Each merchant and third party payment processor collects and shares your information according to its own privacy policy and terms of service. Idaho Freedom Foundation is not responsible for the actions of third party processors or merchants, including how such entities treat your information. You are responsible for knowing and understanding their policies and terms.

#### **6. DATA RETENTION**

We will retain your personally identifiable information for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or allowed by law. Your personally identifiable information may or may not be encrypted while stored or archived by us.

## **7. USERS UNDER 13 YEARS OF AGE**

Our Software is not directed to persons under the age of 13. If you become aware that your child has provided us with personal information without your consent, please contact us at [media@idahofreedom.org](mailto:media@idahofreedom.org). We do not knowingly collect personal information from children under the age of 13. If we become aware that a child under the age of 13 has provided us with personal information, we take steps to remove such information. By using this Software, you are representing to us that you are not under the age of 13. If you are under 13 years of age, you are not authorized to use this Software.

## **8. PRIVACY RIGHTS NOTICE TO CALIFORNIA RESIDENTS**

The State of California enacted the Shine the Light law (California Civil Code Section 1798.83) that permits users who are California residents to request certain information regarding the disclosure of certain “personal information” during the past year for marketing purposes. To make such a request, please email us at [media@idahofreedom.org](mailto:media@idahofreedom.org).

## **9. DO NOT TRACK LAW**

California’s Do Not Track Law (Cal. Bus. & Prof. Code §§ 22575-22579) requires us to disclose to you how we respond to “do not track” signals or other mechanisms that provide you the ability to exercise choice regarding the collection of personally identifiable information about your online activities over time and across third-party websites or online services. In addition, the law requires us to disclose whether other parties collect personally identifiable information about your online activities over time and across different websites when you use this Software.

We use cookies to: (a) store information so that you will not have to re-enter that information during your use of the Software or the next time you use the Software; (b) monitor the effectiveness of marketing campaigns; and (c) monitor aggregate metrics such as total number of visitors, page views, etc.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies in the browser settings. If you choose to decline cookies, you may not be able to sign in or use other Software features or services that depend on cookies. If you choose to accept cookies your browser may allow you to delete cookies that you have accepted at a later date.

We do not combine tracking data with personally identifiable information across other sites.

We do not allow third-party advertising companies and networks to serve cookies on the Software or serve ads to you when you visit the Software.

You may use Facebook to log into the Software. Otherwise, we do not allow social media platforms or other third parties, such as Facebook or Twitter, to host plug-ins or widgets on the Software or otherwise collect data.

## **10. SECURITY**

We employ commercially reasonable security measures to protect your information; however, no system is impenetrable. If you create an account on the Software, you are responsible for protecting the security of your account, its content, and all activities that occur under the account or in connection with the Software. Do not share your private account information with others. You must immediately notify Idaho Freedom Foundation of any unauthorized uses of your account or any other breaches of security.

## **11. DISCLAIMER**

ELECTRONIC COMMUNICATIONS PRIVACY ACT NOTICE (18 U.S.C. 2701-2711): WE MAKE NO GUARANTY OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON THE SOFTWARE OR ANY WEBSITE LINKED TO THE SITE. WE WILL NOT BE LIABLE FOR THE PRIVACY OF INFORMATION, E-MAIL ADDRESSES, REGISTRATION, AND IDENTIFICATION INFORMATION, DISK SPACE, COMMUNICATIONS, CONFIDENTIAL INFORMATION OR TRADE SECRET INFORMATION, OR ANY OTHER CONTENT TRANSMITTED OVER NETWORKS ACCESSED BY THE SITE, OR OTHERWISE CONNECTED WITH YOUR USE OF THE SOFTWARE.

## **12. UPDATES TO PRIVACY POLICY**

California privacy laws require that we describe how we will notify users of updates to this Policy. We will notify users of any updates to this Policy by changing the “last updated” notice set forth at the top of this Policy and/or by requiring users to agree to an updated version of this Policy upon using the Software.

By describing how we will notify users of updates to this Policy, Idaho Freedom Foundation is in no way reserving the right to unilaterally amend this Policy. When users create an account on this Software, they agree to be legally bound by the Policy and End User License Agreement in effect at that time through a clickwrap or clickthrough agreement. The description in this section of how we notify users of updates to this Policy, and any subsequent updates of this Policy, do not affect the legally binding nature of previous agreements between Idaho Freedom Foundation and users regarding earlier versions of this Policy.

### **13. CONTACT US**

If you have questions or comments about this Policy or our privacy practices, or to report any violations or abuse of the Software, please contact us at [media@idahofreedom.org](mailto:media@idahofreedom.org).