

## PROD<sup>x</sup> VOLUNTEER AGREEMENT

This agreement is hereby made between the Volunteer listed (hereafter referred to as "the Volunteer") and **prod<sup>x</sup>, Executive Producer of IncubateIND USA** (hereafter referred to as "the Representative").

The Volunteer hereby agrees to donate their time, effort, and services to support **IncubateIND USA** in a volunteer capacity. The Volunteer understands that no compensation of any kind will be given in exchange for these services.

The Volunteer will participate in volunteer work from **June 15, 2020** to **August 15, 2020**, working a minimum of **1** hour per **week**.

The Volunteer or the Representative may terminate this agreement early at any time, for any reason, without penalty.

The Volunteer agrees to undergo all necessary training to perform their duties. The Volunteer will be brought on primarily to participate in tasks organizing and marketing in conjunction with **Associate Producing IncubateIND USA**. The Volunteer may be asked to perform other duties to ensure the event success at any time, but is not required to oblige.

The Volunteer agrees to abide by the contract, rules, regulations, orders, and requests provided by the **prod<sup>x</sup> Organizer Network Terms of Service, Terms of Use and Privacy Policy** detailed in this agreement as well as the rulebook, supervisors, and the prod<sup>x</sup> Representative. Failure to do so may result in termination.

The Volunteer will be held harmless, indemnified, and released should damages or harm arise during the safe, lawful execution of their duties. However, should damages or harm arise due to negligence, insubordination, or criminal intent, the Volunteer may be subject to penalties up to and including criminal charges. The Volunteer agrees to cooperate with all investigations arising from such charges.

# prod<sup>x</sup> Organizer Network Terms of Service

Hello, Volunteer Organizer. Thanks for supporting prod<sup>x</sup>!

These terms are a contract between you, an event organizer, and prod<sup>x</sup>, a D/B/A of LODE STUDIO, LLC a Wyoming limited liability corporation ("prod<sup>x</sup>"). They apply to your use of prod<sup>x</sup>'s online organizer tools and network (the "network"). **Please read them. By using the network or any tool or feature accessible through it, you are agreeing to these terms. If you don't want to agree to these terms, don't take those actions.**

**You warrant and represent that you are eighteen years of age or older. If you are not eighteen years of age, you are not authorized to accept these terms or to use the network. If you are entering into these terms on an organization's behalf, you represent that you are authorized to do that, and then the word "you" in these terms (outside this sentence) will mean that organization.**

- 1. What These Terms Cover.** These terms cover your use of the network, including any tools or features that you access as a part of the network. prod<sup>x</sup> may modify or change these terms at any time and for any reason. When prod<sup>x</sup> updates this agreement it will change the "Last Updated" date at the top of this page. If you do not agree to the terms as modified you must stop using the network.
- 2. License to use The Network.** prod<sup>x</sup> hereby grants you a non-exclusive, revocable, non-sublicensable, non-assignable limited license to use the network in order to organize prod<sup>x</sup> events and perform other activities that this site says are permitted on the network. prod<sup>x</sup> may modify or update the network at any time. prod<sup>x</sup> reserves all rights not expressly granted in these terms.
- 3. Trademarks.** You may not use any of the trademarks of LODE STUDIO or prod<sup>x</sup> unless these terms or this site expressly gives you that right. All benefit from your use of these trademarks will inure to prod<sup>x</sup>.
- 4. Network Use Restrictions.**
  - a. You will not copy, modify, reproduce or otherwise create derivative works of the network.
  - b. You will not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the network, except as applicable law permits despite this section.
  - c. You will not sell, resell or otherwise commercialize any portion of the network without prod<sup>x</sup>'s express written consent.
  - d. You will not use the network to sell, commercialize, or otherwise advertise any good or service.
  - e. You will not interfere with the provision, availability (to the public or to any individual person), maintenance, or support of the network in any way.
- 5. Creating and using an Account.** You must have a Google® Apps account to join the network. When you register for an account on the network, prod<sup>x</sup> validates your existing Google Apps account. Your Google Apps account login and password constitute your login and password for access to the network. You will be responsible for all use of the network through use of your Google Apps account. Please take care to protect your login information and prevent improper use. Your creation and use of your Google Apps account is subject to terms between you and Google and not these terms.
- 6. Personal Information.** You must provide prod<sup>x</sup> with the email address associated with your Google Apps account to create an account on the network. prod<sup>x</sup> will use this information solely to make the network available to you and to perform the activities you undertake on the network. This may include contacting you directly via email or otherwise. You may also be required to provide the personal information of third parties to prod<sup>x</sup> in order to perform some of the activities on the network. **You represent and warrant that you have obtained consent from any such third party to provide that information to the network, to use it on the network, and to allow prod<sup>x</sup> to use it for purposes relating to the network.**

7. **Network is a “Beta” Service; prod<sup>x</sup> Not Responsible.** The network is a “beta” or “evaluation” service and you use it at your own risk. prod<sup>x</sup> is still testing and refining the network. prod<sup>x</sup> is not responsible for loss of data, interruptions in availability of the network, or any other losses or interruptions that you may experience in using the network.
8. **Termination.** You may terminate these terms by permanently stopping your use of the network and giving prod<sup>x</sup> notice by emailing [help@LODE.LLC](mailto:help@LODE.LLC). prod<sup>x</sup> may immediately terminate these terms and your access to the network if, in prod<sup>x</sup>'s sole discretion, you violate any of these terms or if prod<sup>x</sup> decides to stop providing the network. If prod<sup>x</sup> decides to stop providing the network, prod<sup>x</sup> will try to give you reasonable advanced notice to enable you to remove any of your data stored on the network and otherwise prepare for the network's termination.
9. **Code of Conduct.** You agree to use the network solely for the purpose of organizing prod<sup>x</sup> events for prod<sup>x</sup>. You will be respectful of others and prod<sup>x</sup> in your use of the network. You will obey all direction provided by prod<sup>x</sup> regarding use of the network. You will obey the law when using the network.  
You will not:
  1. Use the network for any unlawful or inappropriate purpose;
  2. Use the network to create false or superfluous invoices;
  3. Use the network in connection with any junk email, spamming , contests, or surveys;
  4. Use the network to stalk, defame, harass, impersonate, or otherwise maliciously treat or deal with any person or entity (including prod<sup>x</sup>);
  5. Upload to the network or otherwise use the network to distribute offensive, inappropriate, pornographic, obscene, infringing, illegal, or otherwise malicious content, software, or material;
  6. Collect from the network any personal information of a third party; or
  7. Create a false identity on the network or otherwise use the network to manipulate or deceive others.
10. **WARRANTY DISCLAIMER. PROD<sup>x</sup> PROVIDES THE NETWORK “AS-IS” WITH ALL FAULTS. YOU USE THE NETWORK AT YOUR OWN RISK. PROD<sup>x</sup> DISCLAIMS ALL WARRANTIES , EXPRESS AND IMPLIED, RELATED TO THE NETWORK, ANY CONTENT ON IT, AND YOUR USE OF IT. THIS DISCLAIMER INCLUDES WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND QUIET ENJOYMENT. PROD<sup>x</sup> DOES NOT WARRANT THAT THE NETWORK OR ANY SUCH CONTENT WILL BE FREE FROM DEFECTS, VIRUSES OR OTHER HARMFUL PROGRAMS.**
11. **LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL , CONSEQUENTIAL, PUNITIVE, SPECIAL, OR INDIRECT DAMAGES. IN NO EVENT WILL PROD<sup>x</sup>'S TOTAL LIABILITY RELATING TO THESE TERMS OR YOUR USE OF THE NETWORK EXCEED \$5.00 US. CERTAIN STATE LAWS DO NOT PERMIT THE EXCLUSION OF CERTAIN DAMAGES OR THE DISCLAIMER OF CERTAIN WARRANTIES. THE EXCLUSIONS AND DISCLAIMERS IN SECTIONS 10 AND 11 MAY NOT APPLY TO YOU IF YOU ARE SUBJECT TO SUCH LAWS, AND YOU MAY ALSO HAVE ADDITIONAL RIGHTS.**
12. **Miscellaneous.**
  - . **Entire Agreement.** These terms constitute the entire agreement between you and prod<sup>x</sup> on the subject of the network. It supersedes and replaces any other agreements on the subject matter.
  - a. **Conflict.** To the extent that these terms conflict with any other terms available on the network, those additional terms will control.

- b. **Severability.** If a court finds any part of these terms to be unenforceable , you and prod<sup>x</sup> agree that it will be stricken from these terms, which will be amended to align as closely as possible with the parties' original intent to the fullest extent of the law.
- c. **Waiver.** If prod<sup>x</sup> waives any breach of these terms by you, that waiver will not be a waiver of any other breach, and it will not affect other parts of these terms. If prod<sup>x</sup> fails or delays to enforce any part of these terms, that will not be a waiver of the right to enforce rights under these terms.
- d. **No Employment or Agency Relationship.** You are not an employee or agent of prod<sup>x</sup> as a result of these terms, and nothing in these terms will be construed to create an employment, franchise, or agency relationship between you and prod<sup>x</sup>.
- e. **Laws that Apply/Jurisdiction.** The laws of the state of Wyoming (not including conflict of laws principles) govern these terms and their interpretation. Any dispute arising under, in connection with , or incident to these terms must be brought exclusively in the federal or state courts of Larimer County, Wyoming.

# prod<sup>x</sup> Terms of Use

Last Revised: June 15, 2020

prod<sup>x</sup>, a D/B/A of LODE STUDIO, LLC a Wyoming limited liability corporation ("prod<sup>x</sup>") operates each website that links to these Terms of Use together with our applications, APIs, and online services (collectively, the "Site"), as well as our other services, offerings, and other interactions (e.g., customer service inquiries, user conferences, etc.) you may have with us (together with our Site, collectively referred to as our "Services"). By accessing or using our Services, you are agreeing to these terms and conditions (the "Terms") and concluding a legally binding contract with prod<sup>x</sup>. Do not access or use our Services if you are unwilling or unable to be bound by the Terms.

## 1. Definitions A. Parties

"You" and "your" refer to you, as a user of our Services. A "user" is someone who accesses, posts, edits, browses, or in any way uses our Services.

"We," "us," and "our" refer to prod<sup>x</sup>.

## B. Content

"Content" means text, images, photos, audio, video and all other forms of data or communication.

"Your Content" means Content that you submit or transmit to, through, or in connection with our Services, such as posts, comments, invitations, messages, and information that you publicly display.

"User Content" means Content that users submit or transmit to, through, or in connection with our Services.

"prod<sup>x</sup> Content" means Content that we create and make available in connection with our Services.

"Third Party Content" means Content that originates from parties other than prod<sup>x</sup> or its users, which is made available in connection with our Services.

"Site Content" means all of the Content that is made available in connection with our Services, including Your Content, User Content, Third Party Content, and prod<sup>x</sup> Content.

## 2. Changes to Terms of Use

We may modify these Terms from time to time. You understand and agree that your access to or use of our Services is governed by the Terms effective at the time of your access to or use of our Services. If we make material changes to these Terms, we will notify you by email or by posting a revised version of the Terms on our Site. We will also indicate at the top of this page the date that revisions were last made. You should revisit these Terms on a regular basis as revised versions will be binding on you. You understand and agree that your continued access to or use of our Services after the effective date of modifications to the Terms indicates your acceptance of the modifications.

## 3. Using our Services

### A. Eligibility

To access or use our Services, you must be 18 years or older and have the requisite power and authority to enter into these Terms. You may not access or use our Services if we have previously banned you from our Site or closed your account.

### B. Permission to Use the Site

We grant you permission to use our Services subject to the restrictions in these Terms. Your use of our Services is at your own risk.

### C. Site Availability

Our Services may be modified, updated, interrupted, suspended or discontinued 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 through our Services. You are responsible for maintaining the confidentiality of your account password. You are also responsible for all activities 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.

### E. Communications from prod<sup>x</sup> and other Users

By creating an account, you agree to receive certain communications in connection with your use of our Services. For example, you might receive questions or requests from other Users related to information or events you post on using our Services. If you have subscribed to them, you also will receive reading lists and email newsletters about happenings in your area. We provide unsubscribe links in all of our email footers if you no longer wish to receive those communications from us.

### F. Content Curators

If you have applied and been accepted as a Curator for prod<sup>x</sup>, you may utilize our Services to post materials, events, announcements and relevant news to your subscriber base in compliance with the Terms and during the period stated in your acceptance. As a Curator, you may use the prod<sup>x</sup> trademarks and service marks in connection with your use of our Services so long as you comply with the branding use guidelines we provide to you, as may be amended from time to time. We will provide you with a playbook containing policies and procedures which we have found effective and which are for your recommended use in connection with your use of our Services as a Curator. You acknowledge and agree that how you utilize our Services as a Curator impacts our brand. Accordingly, you agree not to utilize our Services in a manner that diminishes and/or tarnishes our image and/or reputation, and that we may terminate your appointment as a Curator and/or license to use our Services immediately if you do so. You may not receive compensation or favor from third parties in connection with your status as a Curator. In addition, you may not enter into any form of agreement on behalf of prod<sup>x</sup> without our written approval.

## 4. Content

### A. Content Guidelines

The purpose of our Services is to promote a thriving entrepreneurial event ecosystem in local communities throughout the world. They are not intended to be utilized as a forum for self-promotion or for commercial gain by its users (e.g. users are not permitted to promote personal business interests or services through using our Services).

### B. Responsibility for Your Content

You alone are responsible for Your Content and assume all risks associated with Your Content. You represent that you own, or have the necessary permissions to use and authorize the use of Your Content as described herein.

You may expose yourself to liability if, for example, (i) Your Content contains material that is false, intentionally misleading, or defamatory; (ii) violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (iii) contains material that is unlawful, including illegal hate speech or pornography; (iv) exploits or otherwise harms minors; or (v) violates or advocates the violation of any law or regulation.

### C. Our Right to Use Your Content

We may use Your Content in a number of different ways, including publicly displaying it, reformatting it, incorporating it into other works, creating derivative works from it, promoting it, distributing it, and allowing others to do the same in connection with their own websites and media platforms ("Other Media"). As such, you hereby irrevocably grant us world-wide, perpetual, non-exclusive, royalty-free, assignable, sublicensable, transferable rights to use Your Content for any purpose. Please note that you also irrevocably grant the users of our Services and any Other Media the right to access Your Content in connection with their use of our Services and any Other Media. Finally, you irrevocably waive, and cause to be waived, against prod<sup>x</sup> and its users any claims and assertions of moral rights or attribution with respect to Your Content. By "use" we mean use, copy, publicly perform and display, reproduce, distribute, modify, translate, remove, analyze, commercialize, and prepare derivative works of Your Content.

#### D. Ownership

As between you and prod<sup>x</sup>, you own Your Content. We own the prod<sup>x</sup> Content, including but not limited to the visual interfaces, interactive features, graphics, design and all other elements and components of our Services excluding Your Content, User Content, and Third Party Content. We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world ("IP Rights") associated with the prod<sup>x</sup> Content and our Services, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the prod<sup>x</sup> Content in whole or in part except as expressly authorized by us. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to our Services and the prod<sup>x</sup> Content are retained by us.

#### E. Other

We reserve the right to remove, screen, edit, or reinstate User Content from time to time at our sole discretion for any reason or no reason, and without notice to you. We have no obligation to retain or provide you with copies of Your Content, nor do we guarantee any confidentiality with respect to Your Content.

#### 5. Restrictions

A. You agree not to, and will not assist, encourage, or enable others to use our Services to:

Violate our Content or Event Guidelines as set forth in these Terms  
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  
Threaten, stalk, harm, or harass others, or promote bigotry or discrimination  
Send bulk emails, surveys, or other mass messaging, whether commercial in nature or not  
Violate any applicable law

B. You also agree not to, and will not assist, encourage, or enable others to:

- A. Violate the Terms
- B. Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit our Services or Site Content (other than Your Content), except as expressly authorized by prod<sup>x</sup>
- C. Reverse engineer any portion of our Services
- D. Remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of our Services or on any materials printed or copied from our Services
- E. Record, process, or mine information about other companies and/or users
- F. Reformat or frame any portion of our Services

- G. Attempt to gain unauthorized access to our Services, user accounts, computer systems or networks connected to our Services through hacking, password mining or any other means
- H. Use our Services or any Site Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "Viruses")
- I. Use any device, software or routine that interferes with the proper working of our Services, or otherwise attempt to interfere with the proper working of our Services
- J. Use our Services to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, our Services or Site Content
- K. Remove, circumvent, disable, damage or otherwise interfere with any security-related features of our Services, features that prevent or restrict the use or copying of Site Content, or features that enforce limitations on the use of our Services

## 6. Events

### A. Events and Acceptance of Terms.

As used below, the term "prod<sup>x</sup> Event" means an event, gathering, promotion, contest, meet-up or the like that is organized or hosted by prod<sup>x</sup>. A "Non-prod<sup>x</sup> Event" means an event, gathering, promotion, contest, meet-up or the like that is organized or hosted by someone other than prod<sup>x</sup>, but that may appear or be listed on our Services. In order to participate or attend a prod<sup>x</sup> Event you must agree to the terms in this Section 6. If you find that you cannot or will not agree to such terms, please do not RSVP to or attend any prod<sup>x</sup> Event. If you RSVP to any prod<sup>x</sup> Event or Non-prod<sup>x</sup> Event through our Services, you signal that you have read, understand and agree to these event terms.

### B. Assumption of risk/release of liability/indemnity

Although we try to create a safe environment at prod<sup>x</sup> Events, accidents happen. We ask that you do your part to help limit the possibility that you might get injured at a prod<sup>x</sup> Event. You agree to carefully consider the inherent risks in any activities that you choose to take part in and to take reasonable precautions before you choose to attend or participate at a prod<sup>x</sup> Event. For example, you should ensure that you are in good physical health before engaging in any physical activity at a prod<sup>x</sup> Event, and you should always drink responsibly given the risks associated with drunk driving and participating in activities while your judgment is impaired. Second, please note that some of the other prod<sup>x</sup> Event guests may be less responsible than you, and may themselves create additional risks to you despite their best intentions. In summary, you understand that your attendance and participation at prod<sup>x</sup> Events is voluntary, and you agree to assume responsibility for any resulting injuries to the fullest extent permitted under applicable law. By the same token, you agree that prod<sup>x</sup> is not responsible for any injuries you might sustain at Non-prod<sup>x</sup> Events listed on our Services.

You (for yourself, your heirs, personal representatives, or assigns, and anyone else who might make a claim on your behalf) hereby release, waive, discharge and covenant not to sue, prod<sup>x</sup> and its respective parent companies, subsidiaries, affiliates, officers, directors, partners, shareholders, members, agents, employees, vendors, sponsors and volunteers from any and all claims, demands, causes of action, damages, losses or expenses (including court costs and reasonable attorneys' fees) which may arise out of, result from, or relate in any way to your attendance at any prod<sup>x</sup> Event or Non-prod<sup>x</sup> Event, except for any gross negligence or willful misconduct on our part.

You further agree to indemnify and hold prod<sup>x</sup>, its parents, subsidiaries, affiliates, officers, directors, employees, agents and representatives harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party due to, related to, or connected with your attendance or conduct at any prod<sup>x</sup> Event or Non-prod<sup>x</sup> Event.

### C. Photos

prod<sup>x</sup> and its sponsors and vendors sometimes take photos and videos at prod<sup>x</sup> Events, and later use them for promotional purposes. By participating or attending any prod<sup>x</sup> Event, you agree that you may appear in some of these photos and videos, and you authorize their use in this fashion. In addition, if you take any photos or videos of attendees at a prod<sup>x</sup> Event and provide them to us, you authorize us to use them in the same fashion, and represent that the attendees that appear in your photos and videos have consented to such use. We do not



control Non-prod<sup>x</sup> Events or the people that organize them. It is possible that organizers or attendees of Non-prod<sup>x</sup> Events will take photos or shoot videos in which you appear and then post them online (including, possibly, on our Services). By RSVP'ing to a Non-prod<sup>x</sup> event through our Services, you authorize prod<sup>x</sup>'s use of such media for promotion purposes.

#### D. Termination.

While we hope not to, we may prohibit your attendance at any prod<sup>x</sup> Event at any time if you fail to abide by the Terms, including this Section 6, or for any or no reason, without notice or liability of any kind. We reserve the right to cancel any prod<sup>x</sup> Event at any time, for any reason, and without liability or prejudice.

#### E. Unofficial Events

From time to time, members of the prod<sup>x</sup> community organize their own meet-ups and events. Although prod<sup>x</sup> representatives sometimes join in the fun, such events are Non-prod<sup>x</sup> Events and are not sponsored or endorsed by prod<sup>x</sup>, even when promoted through our Services. All terms and conditions related to Non-prod<sup>x</sup> Events apply equally to such events. If you organize such an event, you agree not to create the impression that it is sponsored or endorsed by prod<sup>x</sup>. You agree that you will not represent yourself as an employee, representative, or agent of prod<sup>x</sup> (unless, of course, you are actually employed by prod<sup>x</sup>, in which case these Terms will govern your participation in any prod<sup>x</sup> Event to the extent such Terms are not inconsistent with prod<sup>x</sup>'s standard employment agreements or policies).

### 7. Privacy and Copyright/Trademark Disputes

#### A. Privacy

Your use of our Services is subject to prod<sup>x</sup>'s Privacy Policy available [here](#).

#### B. Copyright and Trademark Disputes

If you believe that your copyright or trademark is being infringed through our Services, please send us a written notice with the following information:

- 1) Identification of the copyrighted or trademarked work that you claim has been infringed;
- 2) Identification of the allegedly infringing content, and information reasonably sufficient to permit prod<sup>x</sup> to locate it on our Site (e.g., the URL for the web page on which the content appears);
- 3) A statement by you that you have a good faith belief that the use of the content identified in your notice in the manner complained of is not authorized by the copyright/trademark owner, its agent, or the law;
- 4) A statement by you that you attest, under penalty of perjury, that the information in your notice is accurate and that you are the copyright/trademark owner or authorized to act on the owner's behalf; and
- 5) Your physical or electronic signature, together with your contact information (address, telephone number and, if available, email address).
- 6) If you believe that your content should not have been removed for alleged copyright or trademark infringement, you may send us a written counter-notice with the following information:
  - 7) Identification of the copyrighted or trademarked work that was removed, and the location within our Services where it would have been found prior to its removal;
  - 8) A statement, under penalty of perjury, that you have a good faith belief that the content was removed as a result of a mistake or misidentification. For trademark disputes only: information reasonably sufficient to explain why you believe you are not infringing the trademarked work;
  - 9) A statement that you consent either to the jurisdiction of (a) the Federal District Court for the judicial district in which your address is located if you live in the United States, or (b) any judicial district in which prod<sup>x</sup> is located if you live outside the United States. Please also include a statement that you will accept service of process from the person who sent the original infringement notice to prod<sup>x</sup>, or an agent of such person;
  - 10) Your physical or electronic signature, together with your contact information (address, telephone number and, if available, email address).

- 11) We will respond to all such notices and comply with applicable law. We reserve the right to remove content alleged to be infringing without prior notice and at our sole discretion. We also reserve the right to terminate a user's account if the user is determined to be a repeat infringer.

You can send us your copyright or trademark notices to:

Copyright Agent  
prod<sup>x</sup>  
PO Box 2869  
Jackson, WY 83001  
legal@LODE.LLC

#### 8. Suggestions and Improvements

By sending us any ideas, suggestions, documents or proposals ("Feedback"), you agree that (i) your Feedback does not contain the confidential or proprietary information of third parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback, and you irrevocably waive, and cause to be waived, against prod<sup>x</sup> and its users any claims and assertions of any moral rights contained in such Feedback.

#### 9. Third Parties

Our Services may contain links to third party websites. When you click on a link to any other website or location, you will leave our Services and you will be subject to the terms of use and privacy policy applicable to those websites. We have no control over, do not review, and cannot be responsible for, these outside websites or their content, and your use of such websites is at your own risk. The links to third party websites or locations are for your convenience and do not signify our endorsement of such third parties or their products, content or websites. Some of the services made available through our Services may be subject to additional third party or open source licensing terms and disclosures, which are incorporated herein by reference.

#### 10. Indemnity

You understand and agree that you are personally responsible for your behavior on our Services. You agree to indemnify, defend, and hold prod<sup>x</sup>, 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 "prod<sup>x</sup> Entities") harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party arising out of or relating to (i) your access to or use of our Services, (ii) your violation of the Terms, or (iii) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. prod<sup>x</sup> reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us 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 prod<sup>x</sup>. prod<sup>x</sup> will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

#### 11. DISCLAIMERS AND LIMITATIONS OF LIABILITY

**PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF THE PROD<sup>x</sup> ENTITIES 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 OUR SERVICES. BY ACCESSING OR USING OUR SERVICES, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS, INCLUDING THIS SECTION. YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS.**

**A. OUR SERVICES ARE MADE AVAILABLE TO YOU ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS, WITH THE EXPRESS UNDERSTANDING THAT THE PROD<sup>x</sup> ENTITIES MAY NOT MONITOR, CONTROL, OR VET**

**USER CONTENT. AS SUCH, YOUR USE OF OUR SERVICES IS AT YOUR OWN DISCRETION AND RISK. THE PROD<sup>x</sup> ENTITIES MAKE NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF OUR SERVICES, ITS SAFETY OR SECURITY, OR THE SITE CONTENT. ACCORDINGLY, THE PROD<sup>x</sup> ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE, FOR EXAMPLE, FROM OUR SERVICE'S INOPERABILITY, UNAVAILABILITY OR SECURITY VULNERABILITIES OR FROM YOUR RELIANCE ON THE QUALITY, ACCURACY, OR RELIABILITY OF OUR SERVICES, OR INFORMATION FOUND ON, OR MADE AVAILABLE THROUGH OUR SERVICES.**

**B. THE PROD<sup>x</sup> ENTITIES MAKE NO CLAIMS OR PROMISES WITH RESPECT TO ANY THIRD PARTY, SUCH AS THE BUSINESSES OR EVENTS HOSTED BY THIRD PARTIES LISTED ON OUR SERVICES OR OUR SERVICE'S USERS. ACCORDINGLY, THE PROD<sup>x</sup> ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM THEIR ACTIONS OR OMISSIONS. YOUR ATTENDANCE AT EVENTS AND/OR USE OF SERVICES OFFERED BY THIRD PARTIES THROUGH OUR SERVICES IS AT YOUR OWN DISCRETION AND RISK.**

**C. THE PROD<sup>x</sup> ENTITIES EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO THE EVENTS LISTED ON OUR SERVICES, AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.**

**D. YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH OUR SERVICES OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF OUR SERVICES.**

**E. THE PROD<sup>x</sup> ENTITIES' MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH OUR SERVICES OR THESE TERMS IS LIMITED TO THE GREATER OF (i) THE AMOUNT PAID, IF ANY, BY YOU TO THE PROD<sup>x</sup> ENTITIES IN CONNECTION WITH OUR SERVICES IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (ii) \$100.**

**F. THE PROD<sup>x</sup> ENTITIES DISCLAIM 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. Choice of Law and Venue**

Wyoming law will govern these Terms, as well as any claim, cause of action or dispute that might arise between you and prod<sup>x</sup> (a "Claim"), without regard to conflict of law provisions. **FOR ANY CLAIM BROUGHT BY EITHER PARTY, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN LARIMER COUNTY, WYOMING.**

## **13. Termination**

**A. You may terminate the Terms at any time by closing your account, discontinuing your use of our Services, and providing prod<sup>x</sup> with a written notice of termination to [privacy@LODE.LLC](mailto:privacy@LODE.LLC).**

**B. We may close your account, suspend your ability to use certain portions of our Services, and/or ban you altogether from our Services for any or no reason, and without notice or liability of any kind. Any such action could prevent you from accessing your account, our Services, Your Content, Site Content, or any other related information.**

**C. In the event of any termination of these Terms, whether by you or us, Sections 1, and 4 through 14 will continue in full force and effect, including our right to use Your Content as detailed in Section 4.**

## **14. General Terms**

A. We reserve the right to modify, update, or discontinue our Services at our sole discretion, at any time, for any or no reason, and without notice or liability.

B. We may provide you with notices, including those regarding changes to the Terms by email, regular mail or communications through our Services.

C. Except as otherwise stated in Section 10 above, nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party.

D. The Terms contain the entire agreement between you and us regarding the use of our Services, and supersede any prior 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.

E. Any failure on prod'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 further rights hereunder.

F. 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.

G. The Terms, and any rights or obligations hereunder, are not assignable, transferable or sublicensable by you except with prod'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.

H. The section titles in the Terms are for convenience only and have no legal or contractual effect.

# prod<sup>x</sup> Privacy Policy

**Last Updated: June 15, 2020**

LODE STUDIO LLC together with its affiliated entities (“prod<sup>x</sup>”) is committed to protecting your privacy. This Privacy Policy describes how we collect, use and share data, and what choices you have with respect to your data. We have updated this version of our Privacy Policy to reflect changes in data protection law.

We may modify this Privacy Policy from time to time, so we encourage you to review it frequently. If we make any material changes to the Privacy Policy, we will post a notice on our website prior to such change taking effect.

## Applicability of the Privacy Policy

This Privacy Policy applies to all websites that we own and operate, and all related websites, our applications and/or APIs, and online services (our “Site”), as well as our other services, offerings, and other interactions (e.g., customer service inquiries, user conferences, etc.) you may have with us (together with our Site, collectively referred to as our “Services”). If you do not agree with the data practices described in this Privacy Policy, you should not use our Services.

This Privacy Policy does not apply to any third party applications or software that integrate with the Services through our Site (“Third Party Services”), or any other third party products, services or businesses.

## Information We Collect and Receive

We collect personal information about you in the following ways:

### Information you give us

Information that you may provide through the Services or otherwise communicate with us includes:

- Personal and Business Contact information, such as your first name, last name, postal address, email address, telephone number, job title, and employer name.
- Profile information, such as your username and password, picture, industry, interests and preferences.
- Content you post on our Site (text, images, photographs, messages, comments or any other kind of content that is not your e-mail address).
- Feedback and correspondence, such as information you provide in your responses to surveys, when you participate in market research activities, report a problem with our Site, receive customer support or otherwise correspond with us.
- Transaction information, such details about purchases you make through the Site, registrations you make through our Site, and billing details;
- Usage information, such as information about how you use our Site and interact with us.
- Marketing information, such as your preferences for receiving marketing communications and details about how you engage with them.

### Information from Social Networking Sites

Our Site includes interfaces that allow you to connect with social networking sites (each a “SNS”). If you connect to a SNS through our Site you authorize us to access, use and store the information that you agreed the SNS could provide to us based on your settings on that SNS. We will access, use and store that information in accordance with this Notice. You can revoke our access to the information you provide in this way at any time by amending the appropriate settings from within your account settings on the applicable SNS.

## Information we get from others

We do not purchase data about you from other individuals or organizations.

We may combine other publicly available information, such as that provided by business networking sites and databases, information related to the organization for which you work and personal interests and skill sets, with the personal information that you provide to us through our Services.

We also may obtain information from those in the prod<sup>x</sup> network such as our event organizers, contractors, and local representatives who have agreed to a relationship with us in order to deliver our Services. This may include information about potential interest in our programs, company and individual progress, interest in local events, and attendance at other similar events.

## Information automatically collected

We may automatically log information about you and your computer or mobile device when you access our Site. For example, we may log your computer or mobile device operating system name and version, manufacturer and model, browser type, browser language, screen resolution, the website you visited before browsing to our Site, pages you viewed, how long you spent on a page, access times and information about your use of and actions on our Site. We collect this information about you using cookies. Please refer to the Cookies and Similar Technologies section for more details.

## Changes to your personal information

It is important that the personal information we hold about you is accurate and current. Please let us know if your personal information changes during your relationship with us by updating your registration profile or emailing us at [privacy@LODE.LLC](mailto:privacy@LODE.LLC).

## Cookies and Similar Technologies

What are cookies?

We may collect information using “cookies.” Cookies are small data files stored on the hard drive of your computer or mobile device by a website. We may use both session cookies (which expire once you close your web browser) and persistent cookies (which stay on your computer or mobile device until you delete them) to provide you with a more personal and interactive experience on our Site.

We use two broad categories of cookies: (1) first party cookies, served directly by us to your computer or mobile device, which we use to recognize your computer or mobile device when it revisits our Site; and (2) third party cookies, which are served by service providers on our Site, and can be used by such service providers to recognize your computer or mobile device when it visits other websites.

## Cookies we use

Our Site uses the following types of cookies for the purposes set out below:

### *Essential Cookies*

These cookies are essential to provide you with services available through our Site and to enable you to use some of its features. Without these cookies, the services that you have asked for cannot be provided, and we only use these cookies to provide you with those services.

### *Analytics and Performance Cookies*

These cookies are used to collect information about traffic to our Site and how users use our Site. The information gathered may include the number of visitors to our Site, the websites that referred them to our Site, the pages

they visited on our Site, what time of day they visited our Site, whether they have visited our Site before, and other similar information. We use this information to help operate our Site more efficiently, to gather broad demographic information and to monitor the level of activity on our Site.

We use Google Analytics for this purpose. Google Analytics uses its own cookies. It is only used to improve how our Site works. You can find out more information about Google Analytics cookies [here](#) and about how Google protects your data [here](#). You can prevent the use of Google Analytics relating to your use of our Site by downloading and installing the browser plugin available [here](#).

## Disabling cookies

You can typically remove or reject cookies via your browser settings. In order to do this, follow the instructions provided by your browser (usually located within the "settings," "help" "tools" or "edit" facility). Many browsers are set to accept cookies until you change your settings.

Further information about cookies, including how to see what cookies have been set on your computer or mobile device and how to manage and delete them, visit [www.allaboutcookies.org](http://www.allaboutcookies.org).

If you do not accept our cookies, you may experience some inconvenience in your use of our Site. For example, we may not be able to recognize your computer or mobile device and you may need to log in every time you visit our Site.

## Pixel tags

We may also use pixel tags (which are also known as web beacons and clear GIFs) on our Site to track the actions of users on our Site. Unlike cookies, which are stored on the hard drive of your computer or mobile device by a website, pixel tags are embedded invisibly on webpages. Pixel tags measure the success of our marketing campaigns and compile statistics about usage of the Site, so that we can manage our content more effectively. The information we collect using pixel tags is not linked to our users' personal information.

## Do Not Track Signals

Some Internet browsers may be configured to send "Do Not Track" signals to the online services that you visit. We currently do not respond to do not track signals. To find out more about "Do Not Track," please visit <http://www.allaboutdnt.com>.

## How We Use Your Information

### To provide our Services

If you have an account with us or use our Site, we use your personal information to:

- operate, maintain, administer and improve our Site;
- manage and communicate with you regarding your account, if you have one, including by sending you service announcements, technical notices, updates, security alerts, and support and administrative messages;
- process and manage requests you make through our Site, including to track and administer Services you have requested;
- better understand your needs and interests, and personalize your experience with the Site; and
- provide support and maintenance for the Site and our Services.

To communicate with you

If you request information from us, register on our Site, or participate in our surveys, promotions or events, we may send you updates, newsletters, surveys, offers, and other promotional materials that may be targeted based on your personal information as permitted by law. We also may, from time to time, contact you about a particular offering that may be of interest to you based on publicly available information or information obtained through the prod<sup>x</sup> network. You will have the ability to opt out of such communications.

### To comply with law

We use your personal information as we believe necessary or appropriate to comply with applicable laws, lawful requests and legal process, such as to respond to subpoenas or requests from government authorities.

### With your consent

We may use or share your personal information with your consent, such as when you: consent to participate in additional surveys on gender and race/ethnicity (where legally permissible), let us post your testimonials or endorsements on our Sites, instruct us to take a specific action with respect to your personal information, or opt into third party marketing communications.

### To create aggregated or de-identified information

We may disclose or use aggregated or de-identified information for any purpose. For example, we may share aggregated or de-identified information with prospects, partners, or sponsors for business or research purposes, such as when we analyze and report on demographic trends to measure our objective of having healthy diversity ratios across our programs.

### For compliance, fraud prevention and safety

We use your personal information as we believe necessary or appropriate to (a) enforce the terms and conditions that govern the Service; (b) protect our rights, privacy, safety or property, and/or that of you or others; and (c) protect, investigate and deter against fraudulent, harmful, unauthorized, unethical or illegal activity.

## How We Share Your Information

Except as described in this Privacy Policy, we do not share the personal information that you provide to us with other organizations and we will never sell your data. We disclose personal information to third parties for the following purposes:

- **Partners and User Groups.** We may disclose your personal information to our partners with whom we have contracted to sponsor and deliver industry-focused Accelerator and Startup Programs, and to other users of our Services, solely for the purpose of providing our products and services, including sharing with other members of the groups for which you are registered (e.g. founders, mentors). For example, when you participate in an accelerator program, your personal information may be shared with the identified accelerator partners to organize and deliver the accelerator. Also, when you register for an event through our Services, your personal information may be shared with the event organizers and sponsors in order to communicate with you about the event.
- **Affiliates.** We may disclose your personal information to our parent company, subsidiaries, joint ventures, or other corporate affiliates for purposes consistent with this Privacy Policy.
- **Service Providers.** We may employ third party companies and individuals to administer and provide the Services on our behalf (such as account creation, quality assurance testing, technical support, hosting, email delivery and database management services). These third parties may use your information only as directed by prod<sup>x</sup> and in a manner consistent with this Privacy Policy, and are prohibited from using or disclosing your information for any other purpose.



- **Professional advisors.** We may disclose your personal information to professional advisors, such as lawyers, bankers, auditors and insurers, where necessary in the course of the professional services that they render to us.
- **Compliance with Laws and Law Enforcement; Protection and Safety.** prod\* may disclose information about you to government or law enforcement officials or private parties as required by law, and disclose and use such information as we believe necessary or appropriate to (a) comply with applicable laws and lawful requests and legal process, such as to respond to subpoenas or requests from government authorities; (b) enforce the terms and conditions that govern the Services; (d) protect our rights, privacy, safety or property, and/or that of you or others; and (e) protect, investigate and deter against fraudulent, harmful, unauthorized, unethical or illegal activity.
- **Business Transfers.** We may sell, transfer or otherwise share some or all of its business or assets, including your personal information, in connection with a business deal (or potential business deal) such as a merger, consolidation, acquisition, reorganization or sale of assets or in the event of bankruptcy, in which case we will make reasonable efforts to require the recipient to honor this Privacy Policy.

## Your Choices

- **Access, Update, Correct or Delete Your Information.** All account holders may review, update, correct or delete the personal information in their registration profile by logging into their account. You may also contact us at [privacy@LODE.LLC](mailto:privacy@LODE.LLC) to accomplish the foregoing or if you have additional requests or questions.
- **Email communications.** You may opt out of newsletters and marketing-related emails by following the unsubscribe instructions on a link at the bottom of each such email, or by contacting us at [privacy@LODE.LLC](mailto:privacy@LODE.LLC). You may continue to receive service-related and other non-marketing emails.
- **Withdrawing consent.** If you gave us consent to use your personal information, but wish to update or delete it, please contact us at [privacy@LODE.LLC](mailto:privacy@LODE.LLC).
- **Choosing not to share your personal information.** Where we are required by law to collect your personal information, or where we need your personal information in order to provide the Services to you, if you do not provide this information when requested (or you later ask to delete it), we may not be able to provide you with the Services and may need to close your account. We will tell you what information you must provide to receive the Services by designating it as required in the Services or through other appropriate means.
- **Uninstalling our applications.** You can stop all collection of information by the Application(s) by uninstalling the Application(s). You may use the standard uninstall processes as may be available as part of your mobile device or via the mobile application marketplace or network.

## Security

The security of your personal information important to us. We take a number of organizational, technical and physical measures designed to protect the personal information we collect, both during transmission and once we receive it. However, no security safeguards are 100% secure and we cannot guarantee the security of your information.

## Other Sites and Services

Our Site may contain links to other websites and services. These links are not an endorsement, authorization or representation that we are affiliated with that third party. We do not exercise control over third party websites or services, and are not responsible for their actions. Other websites and services follow different rules regarding the use or disclosure of the personal information you submit to them. We encourage you to read the privacy policies of the other websites you visit and services you use.

## User Generated Content

We may make available on our Site, or link to, features that allow you to share information online (e.g., on message boards, in chat areas, in file uploads, through events, etc.). Please be aware that whenever you voluntarily disclose personal information online, that information becomes public and can be collected and used by others. We have no control over, and take no responsibility for, the use, storage or dissemination of such publicly-disclosed personal information. By posting personal information online in public forums, you may receive unsolicited messages from other parties.

## Changes to this Privacy Policy

We reserve the right to modify this Privacy Policy at any time. We encourage you to periodically review this page for the latest information on our privacy practices. If we make material changes to this Privacy Policy you will be notified via e-mail (if you have an account where we have your contact information) or another manner through the Services that we believe reasonably likely to reach you (which may include posting a new privacy policy on our Site – or a specific announcement on this page or on our blog).

Any modifications to this Privacy Policy will be effective upon our posting of the new terms and/or upon implementation of the new changes on the Site (or as otherwise indicated at the time of posting). In all cases, your continued use of our Services after the posting of any modified Privacy Policy indicates your acceptance of the terms of the modified Privacy Policy.

## Retention

We will only retain your personal information for as long as necessary to fulfil the purposes for which it was collected, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal information, we consider the amount, nature, and sensitivity of the personal information, the potential risk of harm from unauthorized use or disclosure of your personal information, the purposes for which we process your personal information and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances, we may anonymize your personal information (so that it can no longer be associated with you) in which case we may use this information indefinitely without further notice to you.

## Children's Privacy

Our Products and Services are not directed to children under the age of 13, and we do not intentionally gather personal information from visitors who are under the age of 13, without their parental or guardian's consent. If a parent or guardian becomes aware that his or her child has provided us with information without their consent, he or she should contact us at the contact information provided above. We will delete such information from our files as soon as reasonably practicable.

## Contact Us

If you have any questions or concerns or complaints about our Privacy Policy or our data collection or processing practices, please contact us at [privacy@LODE.LLC](mailto:privacy@LODE.LLC), or write to us at: prod<sup>x</sup> PO Box 2869, Jackson, WY 83001

## For Users Outside of the United States: International Data Transfers and Privacy Shield

prod<sup>x</sup> is headquartered in the United States and has affiliates and service providers in other countries. Your information, including personal information that we collect from you, may be transferred to, stored at and processed by us and our affiliates and other third parties outside the country in which you reside, including, but not limited to the United States, where data protection and privacy regulations may not offer the same level of

protection as in your jurisdiction. We will take all reasonable steps to ensure that your data is treated securely and in accordance with this Policy.

References to "personal information" in this Privacy Policy are equivalent to "personal data" governed by European Union data protection legislation. We use the following safeguards if prod<sup>x</sup> transfers personal information originating from the European Union to other countries not deemed adequate under applicable data protection law:

## Controller

prod<sup>x</sup> is the controller of your personal information for purposes of European data protection legislation. See the Contact Us section above for contact details.

## E.U.-U.S. Privacy Shield

prod<sup>x</sup> complies with the EU-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union to the United States. prod<sup>x</sup> has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield Framework, visit <https://www.privacyshield.gov/welcome>.

We are responsible for the processing of personal data received under the Privacy Shield Framework and subsequent transfers to third parties acting as agents on our behalf. prod<sup>x</sup> complies with the Privacy Shield Principles for all onward transfers of personal data from the EU, including the onward transfer liability provisions. With respect to personal data received or transferred pursuant to the Privacy Shield Framework, prod<sup>x</sup> is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. We commit to cooperate with the EU data protection authorities and comply with advice given by such authorities with respect to any human resources data transferred from the EU in the context of the employment relationship. In certain situations, we may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

In compliance with the Privacy Shield Principles, we commit to resolve complaints about our collection or use of your personal information. EU individuals with inquiries or complaints regarding our Privacy Shield policy should first contact prod<sup>x</sup> at [privacy@LODE.LLC](mailto:privacy@LODE.LLC). If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, you may contact our U.S.-based third party dispute resolution provider (free of charge) at <http://www.jamsadr.com/eu-us-privacy-shield>.

Under certain conditions, more fully described on the Privacy Shield website, you may be entitled to invoke binding arbitration when other dispute resolution procedures have been exhausted.

## Legal bases for processing

We only use your personal information as permitted by law. We are required to inform you of the legal bases of our processing of your personal information, which are described in the table below.

## How We Use Your Information

To provide our Services

If you have an account with us or use our Site, we use your personal information to:

- operate, maintain, administer and improve our Site;
- manage and communicate with you regarding your account, if you have one, including by sending you service announcements, technical notices, updates, security alerts, and support and administrative messages;
- process and manage requests you make through our Site, including to track and administer Services you have requested;
- better understand your needs and interests, and personalize your experience with the Site; and
- provide support and maintenance for the Site and our Services.

## To communicate with you

If you request information from us, register on our Site, or participate in our surveys, promotions or events, we may send you updates, newsletters, surveys, offers, and other promotional materials that may be targeted based on your personal information as permitted by law. We also may, from time to time, contact you about a particular offering that may be of interest to you based on publicly available information or information obtained through the prod<sup>x</sup> network. You will have the ability to opt out of such communications.

## To comply with law

We use your personal information as we believe necessary or appropriate to comply with applicable laws, lawful requests and legal process, such as to respond to subpoenas or requests from government authorities.

## With your consent

We may use or share your personal information with your consent, such as when you: consent to participate in additional surveys on gender and race/ethnicity (where legally permissible), let us post your testimonials or endorsements on our Sites, instruct us to take a specific action with respect to your personal information, or opt into third party marketing communications.

## To create aggregated or de-identified information

We may disclose or use aggregated or de-identified information for any purpose. For example, we may share aggregated or de-identified information with prospects, partners, or sponsors for business or research purposes, such as when we analyze and report on demographic trends to measure our objective of having healthy diversity ratios across our programs.

## For compliance, fraud prevention and safety

We use your personal information as we believe necessary or appropriate to (a) enforce the terms and conditions that govern the Service; (b) protect our rights, privacy, safety or property, and/or that of you or others; and (c) protect, investigate and deter against fraudulent, harmful, unauthorized, unethical or illegal activity.

## Use for new purposes

We may use your personal information for reasons not described in this Privacy Policy where permitted by law and the reason is compatible with the purpose for which we collected it. If we need to use your personal information for an unrelated purpose, we will notify you and explain the applicable legal basis.

## Your Rights

European data protection laws give you certain rights regarding your personal information. You may ask us to take the following actions in relation to your personal information that we hold:

- **Opt-out.** Stop sending you direct marketing communications. You may continue to receive service-related and other non-marketing emails.
- **Access.** Provide you with information about our processing of your personal information and give you access to your personal information.
- **Correct.** Update or correct inaccuracies in your personal information.
- **Delete.** Delete your personal information.
- **Transfer.** Transfer a machine-readable copy of your personal information to you or a third party of your choice.
- **Restrict.** Restrict the processing of your personal information.
- **Object.** Object to our reliance on our legitimate interests as the basis of our processing of your personal information that impacts your rights.

You can submit these requests by email to [privacy@LODE.LLC](mailto:privacy@LODE.LLC) or our postal address provided above. We may request specific information from you to help us confirm your identity and process your request. Applicable law may require or permit us to decline your request. If we decline your request, we will tell you why, subject to legal restrictions. If you would like to submit a complaint about our use of your personal information or response to your requests regarding your personal information, you may contact us at [privacy@LODE.LLC](mailto:privacy@LODE.LLC) or submit a complaint to the data protection regulator in your jurisdiction. You can find your data protection regulator [here](#).

## Cross-Border Data Transfer

Whenever we transfer your personal information out of the EEA to countries not deemed by the European Commission to provide an adequate level of personal information protection, the transfer will be based on one of the following safeguards recognized by the European Commission as providing adequate protection for personal information, where required by EU data protection legislation:

- Contracts approved by the European Commission which impose data protection obligations on the parties to the transfer. For further details, see European Commission Model contracts for the transfer of personal information to third countries.
- For transfers to third parties in the United States, ensuring they participate in the EU-US Privacy Shield Framework

Please [contact us](#) if you want further information on the specific mechanism used by us when transferring your personal information out of the EEA.