

# Part One: Terms Governing Use of the Service

## 1. LICENSE TO USE OUR SERVICES

Subject to these Terms, we grant to you a limited, personal, non-exclusive, non-transferable license to use our Services for your personal use and not for resale or further distribution. Your right to use our Services is limited by all terms and conditions set forth in these Terms.

Except for your pre-existing rights and this license granted to you, we and our licensors retain all right, title and interest in and to our Services, including all related intellectual property rights. Our Services are protected by applicable intellectual property laws, including United States copyright law and international treaties.

Except as otherwise explicitly provided in these Terms or as may be expressly permitted by applicable law, you will not, and will not permit or authorize any third party to: (i) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer or create derivative works of any of our Services; (ii) rent, lease or sublicense access to any of our Services; or (iii) circumvent or disable any security or technological features or measures of our Services.

## 2. ACCESS TO OUR SERVICES

We do not provide you with the equipment to access our Services. You are responsible for all fees charged by third parties related to your access and use of our Services (e.g., charges by Internet service providers).

We reserve the right to modify or discontinue, temporarily or permanently, all or any portion of our Services without notice. We will not be liable to you or to any third party for any modification, suspension, or discontinuance of all or any portion of our Services.

We also reserve the right, in our sole discretion, to reject, refuse to post, or remove any material that you post or submit for posting, and to restrict, suspend, or terminate your access to our Services at any time, for any or no reason, with or without prior notice, and without liability.

### 3. RESTRICTIONS

You must comply with all applicable laws when using our Services. Except as may be expressly permitted by applicable law, or as Foundersuite may authorize expressly in writing, you will not, and will not permit anyone else to: (i) store, copy, modify, distribute, or resell any of the information; audio, visual, and audiovisual works, or other content made available on our Services (collectively, "Service Content") or compile or collect any Service Content as part of a database or other work; (ii) use any automated tool (e.g., robots, spiders) to access or use our Services or to store, copy, modify, distribute, or resell any Service Content; (iii) rent, lease, or sublicense your access to our Services to another person; (iv) use any Services or Service Content for any purpose except for your own personal use; (v) circumvent or disable any digital rights management, usage rules, or other security features of our Services; (vi) use our Services in a manner that overburdens, or that threatens the integrity, performance, or availability of, our Services; or (vii) remove, alter, or obscure any proprietary notices (including copyright and trademark notices) on any portion of our Services or any Service Content.

### 4. PRIVACY POLICY

We may collect registration and other information about you through our Services. Our collection and use of this information is governed by our Privacy Policy as shown below.

## 5. RESTRICTED AREAS OF THE SERVICES

Certain parts of our Services, including account management features, may be password-restricted to registered users or other authorized persons ("Password-Protected Areas"). If you are authorized to gain access to any Password-Protected Areas, you agree that you are entirely responsible for maintaining the confidentiality of your password, and agree to notify us if the password is lost, stolen, disclosed to an unauthorized third party, or otherwise may have been compromised. You agree that you are entirely responsible for any and all activities that occur under your account, whether or not you are the individual who undertakes such activities. You agree to immediately notify us of any unauthorized use of your account or any other breach of security in relation to your password or our Services that is known to you.

## 6. LINKS AND THIRD PARTY CONTENT

Our Services may display, or contain links to, third party products, services, and Web sites. Any opinions, advice, statements, services, offers, or other information that constitutes part of the content expressed, authored, or made available by other users or other third parties on our Services, or which is accessible through or may be located using our Services (collectively, "Third Party Content") are those of the respective authors or producers and not of us or our shareholders, directors, officers, employees, agents, or representatives.

We do not control Third Party Content and do not guarantee the accuracy, integrity or quality of such Third Party Content. We are not responsible for the performance of, we do not endorse, and we are not responsible or liable for any Third Party Content or any information or materials advertised in any Third Party Content. By using our Services, you may be exposed to content that is offensive, indecent, or objectionable. We are not responsible or liable, directly or indirectly, for any damage or loss caused to you by your use of or reliance on any goods, services, or information available on or through any third party service or Third Party Content. It is your responsibility to evaluate the information, opinion, advice, or other content available on and through our Services.

## 7. USE POLICIES

You are solely responsible for any content and other material that you submit, publish, transmit, or display on, through, or with our Services.

You will not use our Services to: (i) upload, post, email, or otherwise transmit any Submission that contains unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (ii) harm us or third parties in any way; (iii) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (iv) upload, post, email, or otherwise transmit any Submission that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (v) upload, post, email or otherwise transmit any Submission that infringes any patent, trademark, trade secret, copyright, or other right of any party; (vi) upload, post, email, or otherwise transmit any unsolicited or unauthorized

advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other forms of solicitation; (vii) upload, post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (viii) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; (ix) intentionally or unintentionally violate any applicable local, state, national or international law or regulation; (x) “stalk” or otherwise harass another; or (xi) collect or store personal data about other users.

## 8. TRADEMARKS

"Foundersuite", the Foundersuite logo, and any other product or service name or slogan displayed on our Services are trademarks of Foundersuite, Inc and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Foundersuite or the applicable trademark holder. You may not use any metatags or any other “hidden text” utilizing “Foundersuite” or any other name, trademark or product or service name of Foundersuite without our prior written permission. In addition, the look and feel of our Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Foundersuite and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in our Services are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark,

manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by us.

## 9. FEEDBACK

We may provide you with a mechanism to provide feedback, suggestions, and ideas, if you choose, about our Services (“Feedback”). You agree that we may, in our sole discretion, use the Feedback you provide to us in any way, including in future enhancements and modifications to our Services. You hereby grant to us and our assigns a perpetual, worldwide, fully transferable, sublicensable, irrevocable, royalty free license to use, reproduce, modify, create derivative works from, distribute, and display the Feedback in any manner any for any purpose, without in any media, software, or technology of any kind now existing or developed in the future, without any obligation to provide attribution or compensation to you or any third party.

# **Part Two: Additional Legal Terms**

## 1. DISCLAIMER OF WARRANTIES

Your use of the services and the service content is at your sole risk. The services and the service content each are provided on an “as is” and “as available” basis. We and our suppliers and licensors expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. we do not guarantee the accuracy, completeness, or usefulness of the services or any service content, and you rely on the services and service content at your own risk. Any material that you access or

obtain through our services is done at your own discretion and risk and you will be solely responsible for any damage to your computer or loss of data that results from the download of any material through our services. No advice or information, whether oral or written, obtained by you from us or through or from our services will create any warranty not expressly stated in this agreement. Some states may prohibit a disclaimer of warranties and you may have other rights that vary from state to state.

## 2. LIMITATION OF LIABILITY

We and our suppliers and licensors will not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if we have been advised of the possibility of these damages), resulting from your use of our services and service content. Under no circumstances will the total liability of us and our suppliers and licensors of all kinds arising out of or related to your use of the services and service content (including but not limited to warranty claims), regardless of the forum and regardless of whether any action or claim is based on contract, tort, or otherwise, exceed the amounts, if any, that you have paid to us for your use of the services and service content. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

## 3. INDEMNITY

You will indemnify and hold us, our suppliers and licensors, and our respective subsidiaries, affiliates, officers, agents, employees, representatives, and assigns harmless from any costs, damages, expenses, and liability caused by

your use of the Services and Service Content, your violation of these Terms, or your violation of any rights of a third party through use of the Services or Service Content.

#### 4. LEGAL NOTICES

Enforcement of these Terms will be governed by the laws of the State of California, excluding its conflict and choice of law principles. The exclusive jurisdiction and venue for any claims arising out of or related to these Terms or your use of the Services or Service Content will lie in the state and federal courts located in Santa Clara County, within the State of California, and you irrevocably agree to submit to the jurisdiction of such courts. Our failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. In the event that a court of competent jurisdiction finds any provision of these Terms to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.

## **Part Three: Privacy and The Use of Google Workspace and Google User Data**

WHY DOES FOUNDERSUITE NEED PERMISSION TO ACCESS MY GOOGLE ACCOUNTS?

Foundersuite needs access to your Google account for our Google Workspace integration feature to work. Foundersuite allows you to access your email conversations from within the Foundersuite investor CRM app.



If, at any time, you'd like to revoke access to Foundersuite you can do so by going to Settings —> Email Integrations. For more information, please also see our Privacy Policy, below.

#### DOES FOUNDERSUITE READ MY EMAIL? HOW DO I KNOW MY EMAIL REMAINS PRIVATE?

Foundersuite does not read your email or share it with 3rd parties. All of your emails are completely encrypted and cannot be viewed by Foundersuite.

#### WHAT INFORMATION DOES FOUNDERSUITE COLLECT?

Foundersuite integrates closely with Google Workspace so that you can access your email conversations from within the Foundersuite Investor CRM app. As such, Foundersuite requests your permission to access certain data associated with your Google account to make the Foundersuite experience efficient and productive. Foundersuite also collects anonymous statistics on usage patterns of our product to make it better.

Your data is never sold, shared or distributed to any 3rd party. Please read our Privacy Policy below for more information.

#### WHERE IS MY DATA STORED AND WHO HAS ACCESS TO MY DATA?

All Foundersuite data is stored on Heroku (a division of Salesforce) and we use the Heroku PostgreSQL add-on with replication setup. This gives us a mirrored database to help keep your data safe. In addition, all of your data is encrypted and all transactions are transmitted using SSL encryption for an added layer of security.

#### WHAT ELSE SHOULD I KNOW WHEN I INTEGRATE MY EMAIL?

Additional Limits on Use of Your Google User Data: Notwithstanding anything else in this Privacy Policy, if you provide Foundersuite access to the following types of your Google data, Foundersuite's use of that data will be subject to these additional restrictions:

- Foundersuite will only use access to read, write, modify or control Google Workspace message bodies (including attachments), metadata, headers, and settings to provide a web email client that allows users to compose, send, read, and process emails and will not transfer this Google Workspace data to others unless doing so is necessary to provide and improve these features, comply with applicable law, or as part of a merger, acquisition, or sale of assets.
- Foundersuite will not use this Google Workspace data for serving advertisements.
- Foundersuite will not allow humans to read this data unless we have your affirmative agreement for specific messages, doing so is necessary for security purposes such as investigating abuse, to comply with applicable law, or for Foundersuite's internal operations and even then only when the data have been aggregated and anonymized.

At Foundersuite, we take your security and privacy very seriously.

## **Part Four: Foundersuite Privacy Policy**

The Foundersuite.com Privacy Policy is designed to assist you in understanding how we collect and use the personal information you provide

to us and to assist you in making informed decisions when using our site and our products and services.

## 1. WHAT INFORMATION DO WE COLLECT?

We collect information from you when you register on our site or fill out a form. Any data we request that is not required will be specified as voluntary or optional. When registering on our site, as appropriate, you may be asked to enter your: name, e-mail address, and credit card information. You may, however, visit our site anonymously. To better serve you, we also collect information about service usage, authentication data, location information, and other information you voluntarily provide to us. In addition, if you choose to correspond with us through email, we may retain the content of your email messages together with your email address and our responses.

Separately, as part of our offering to our users, we curate and present publicly available information about investors and investment firms, which can be found in the "Find Investors" section of the site. This data is not collected from user activity.

## 2. WHAT DO WE USE YOUR INFORMATION FOR?

Any of the information we collect from you may be used in one or more of the following ways:

- To personalize your experience (your information helps us to better respond to your individual needs)
- To improve our website (we continually strive to improve our service based on the information and feedback we receive from you)

- To process subscriptions and transactions via our credit card processor, Stripe.
- To update you on relevant Foundersuite programs and opportunities. We may communicate with you regarding relevant programs and opportunities available to you, as part of the Foundersuite community.
- To get feedback or input from you. In order to deliver services of most interest to our community, we may ask, via email, and/or our website visitors to provide us input and feedback (for example through surveys, usability studies, focus groups).
- To communicate with you about a meeting, conference, or event (collectively, “events”.) We may communicate with you about an event hosted or co-sponsored by Foundersuite or one of our business associates.
- To improve customer service (your information helps us to more effectively respond to your customer service and support needs).
- To notify you about important changes to this website, new services and offers we think you will find valuable. You may notify us of your desire not to receive these offers by clicking the unsubscribe link contained in each such email or by contacting us at the address below.

### 3. HOW DO WE USE INFORMATION WE COLLECT FROM COOKIES?

As you use this website, the site uses its cookies to differentiate you from other users. In some cases, we also use cookies to prevent you from needing to log in more than is necessary for security. Cookies, in conjunction with our web server’s log files, allow us to calculate the aggregate number of people visiting this site and which modules in the site are most popular. This helps us gather feedback in order to constantly improve this site and better serve our customers. Cookies do not allow us to gather any personal information about you and we do not generally store any personal information that you provided to us in your cookies.

#### 4. SHARING INFORMATION WITH THIRD PARTIES

The information we collect is used to improve the content of this site and the quality of our service, and is not shared with or sold to other organizations for commercial purposes. That being said, your information could be shared under the following circumstances:

- We use third parties to facilitate our business, including, but not limited to, sending email and processing payments. In connection with these offerings and business operations, these third parties may have access to your personal information for use in connection with those business activities. Please see “Use Of Intercom Services” section.
- As we develop our business, we may buy or sell assets or business offerings. Customer, email, and visitor information is generally one of the transferred business assets in these types of transactions.
- We may also transfer such information in the course of corporate divestitures, mergers, or any dissolution.
- If it becomes necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our Terms of Service, or as otherwise required by law.

#### 5. PERSONAL INFORMATION ENTERED ON OUR SOCIAL MEDIA CHANNELS

Any personally identifiable information you elect to make publicly available on our sites or social media channels, such as posting comments on our blog page, will be available to others. If you remove information that you have made public on our sites, copies may remain viewable in cached and archived pages of our sites or 3rd party services (e.g. Facebook, Twitter, LinkedIn, Medium, etc.). You will need to contact or login into the third party

applications if you want the personal information that was posted to their sites removed. To learn how a third party uses your information, please review their specific privacy policies.

## 6. PERSONAL DATA ABOUT MINORS AND CHILDREN

Foundersuite does not knowingly collect data from or about children under 16 without the permission of parent(s)/guardian(s). If we learn that we have collected personal information from a child under 16, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under age 16, please contact us.

## 7. DATA SECURITY

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorized way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. All employees and contractors are bound by standard non-disclosure agreements.

## 8. DATA RETENTION

We will only keep your personal data for as long as necessary to fulfill the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

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

We also retain data so that you can come back at any time in the future and re-activate your account and regain access to the data in your account, including but not limited to the investor targets on your Investor Board and the Investor Updates previously created. So, unless you actively delete this information, we keep it, so we can better serve you.

In some circumstances you can ask us to delete your data; see Your legal rights below for further information.

## **Part 5: Your Choices**

### PERSONAL INFORMATION

We respect your privacy rights and provide you with reasonable access to the personal data that you may have provided through your use of the service. If you wish to access or amend any personal data we hold about you, or to request that we delete any information about you may contact us at the address below. At your request, we will have any reference to you deleted or blocked in our database.

You may update, correct or delete your information and preference at any time by contacting us or our third parties services providers. Any changes you make will be reflected in the active user database instantly or within a reasonable period of time, we may retain all information you submit for backups, archiving, prevention of fraud and abuse, analytics, satisfaction of legal obligation, or where we otherwise reasonably believe that we have a legitimate reason to do so.

You may decline to share certain Personal Data with us, in which case we may not be able to provide to you some of the services we offer. At any time, you may object to the processing of your Personal Data, on legitimate grounds, except if otherwise permitted by applicable law.

## **Part 6: GDPR and Privacy Rights**

### GDPR FRAMEWORK FOR FOUNDERSUITE, INC.

The EU General Data Protection Regulation (GDPR) set a standard for how companies use and protect EU citizens' data.

In view of this, we have revised our privacy policy, improved our security policies, and reduced the number of third party services that connect or interact with your data. As part of GDPR preparedness, we have consolidated the number of external services that we use to communicate with our users. We now primarily use Intercom for customer messaging and emails. We use Intercom and Google Analytics to track user activity on the platform. Please see the following paragraphs for more information on how we use Intercom and your information.

**Use of Intercom Services:** We use third-party analytics services to help understand your usage of our services. In particular, we provide a limited amount of your information (such as sign-up date and some personal information like your email address) to Intercom, Inc. ("Intercom") and utilize Intercom to collect data for analytics purposes when you visit our website or use our product. As a data processor acting on our behalf, Intercom analyzes your use of our website and/or product and tracks our relationship by way of



cookies and similar technologies so that we can improve our service to you.

For more information on Intercom's use of cookies, please visit

<https://www.intercom.com/terms-and-policies#cookie-policy>.

We may also use Intercom as a medium for communications, either through email, or through messages within our product(s). As part of our service

agreements, Intercom collects publicly available contact and social

information related to you, such as your email address, gender, company, job title, photos, website URLs, social network handles and physical addresses, to

enhance your user experience. For more information on the privacy practices of Intercom, please visit

<https://www.intercom.com/terms-and-policies#privacy>. Intercom's services

are governed by Intercom's terms of use which can be found

at <https://www.intercom.com/terms-and-policies#terms>. If you would like to

opt out of having this information collected by or submitted to Intercom,

please contact us.

## YOUR EUROPEAN UNION PRIVACY RIGHTS

Under the General Data Protection Regulation (also referred to as GDPR), if you are an individual protected by the GDPR you may have certain rights in relation to your personal data, including the following:

- The right to be informed about how we use your personal data (and that's what we're doing that in this privacy policy);
- The right of access to make what's known as a 'data subject access request' for copy of the personal data we hold about you;
- The right to rectification to make us correct personal data about you that may be incomplete or inaccurate;

- The right to erasure, also known as the 'right to be forgotten' where in certain circumstances you can ask us to delete the personal data we have about you (unless there's an overriding legal reason we need to keep it);
- The right to restrict processing which means in certain circumstances you can ask us to suspend processing personal data;
- The right to data portability which means in certain circumstances you may ask us for a copy of your personal data in a common format (for example, a .csv file);
- The right to object which is a right for you to object to us processing your personal data (for example, if you object to us processing your data for direct marketing);

These rights are subject to certain rules around when you can exercise them. If you wish to exercise any of the rights set out above, please contact us at the address below. You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you've made a number of requests. In this case, we will notify you and keep you updated.

If you have any concerns, we would appreciate the chance to attempt to resolve your concerns before you file any complaints or approach the Information Commissioner's Office ("ICO") in your jurisdiction, so please contact us in the first instance.

## **Part 7: Changes And Contact Information**

### CHANGES TO THESE TERMS AND PRIVACY POLICY

We may amend this privacy policy from time to time by posting a revised version and updating the "Effective Date" above. The revised version will be effective on the "Effective Date" listed. We will provide you with reasonable prior notice of material changes in how we use your information, including by email if you have provided an email address. We encourage you to periodically review this page for the latest information on our privacy practices.