

**ORGANIZEFOR PETITION PLATFORM**  
**ColorOfChange MOVEMENT-BUILDING PARTNERSHIP PROGRAM**  
**TERMS OF SERVICE**

These Terms of Service (“TOS”) apply to organizations that have applied for and been accepted to participate in the Movement-Building Partnership Program (“Partnership Program”) sponsored by Color of Change.org, a California public benefit corporation exempt from federal taxation under section 501(c)(4) of the Internal Revenue Code of 1986 as amended (“COC”), a California public benefit corporation exempt from federal taxation under section 501(c)(4) of the Internal Revenue Code of 1986 as amended (“COC”). Your organization is referred to in these TOS as a “Partner.”

By participating in the Partnership Program, each Partner agrees to be bound by these Terms of Service and by other legal notices that may be posted on the Site from time to time. The legally binding terms of these TOS set out your organization’s rights, obligations and restrictions regarding use of the ORGANIZEFOR online petition platform (“ORGANIZEFOR Platform”). Your organization is only authorized to use the ORGANIZEFOR Platform if it agrees to abide by all applicable laws and these TOS.

The ORGANIZEFOR Platform is an online application allowing individuals and organizations to initiate an online petition campaign and send emails and other online communications encouraging recipients to electronically sign the petition. Your organization will be given access to the ORGANIZEFOR Platform to enable it to create a petition (“Partner Petition”), obtain a link to the petition page on the ORGANIZEFOR Platform website (the “Site”), and send the link in a message to email addresses and other online contacts from the Partner’s list.

1. **Representations re Partner.** By participating in the Partnership Program, each Partner represents and warrants to COC that:
  - (a) Partner is a nonprofit organization exempt from taxation as a charitable or educational organization under section 501(c)(3) of the Internal Revenue Code of 1986 as amended (the “Code”); a social welfare organization exempt under section 501(c)(4) of the Code; a labor organization; or a political organization or committee.
  - (b) Partner does not sell or rent email addresses to other organizations; sends emails only to recipients who have opted-in to receive e-mails from Partner; and includes an unsubscribe link in every e-mail sent.
  - (c) Partner uses a standard CRM tool or application to manage its email list.
  - (d) Partner is committed to developing effective online petition campaigns incorporating issues that affect Black people and the Black community, including measurable goals and theories of change.
  
2. **Contents of Petitions.** The ORGANIZEFOR Platform may not be used for any purpose whatsoever other than to create, circulate and transmit petitions on public policy issues, policies and legislation in accordance with these TOS. COC has the right to prohibit Partner from using the ORGANIZEFOR Platform to transmit any petition that

does not comply with the following restrictions and to remove from the Platform at any time any Partner Petition that does not comply with these restrictions:

- (a) In no event can the ORGANIZEFOR Platform be used for any commercial or for-profit endeavor or purpose.
- (b) If a Partner Petition references a state or local elected official or candidate for state or local office, it is Partner's responsibility to determine if the dissemination of the petition or use of the ORGANIZEFOR Platform constitutes a contribution for purposes of any state or local campaign finance law; and to refrain from disseminating the petition if its dissemination would result in such a contribution.; or would require registration or reporting by COC under any state or local law applicable to grassroots lobbying.
- (c) In no event can a Partner Petition advocate the election or defeat of any candidate for state or local office; or refer to a candidate for state or local in connection with or in the context of any election campaign or in his or her capacity as a candidate.
- (d) A Partner Petition may not include any content that, as determined by COC in its sole discretion:
  - infringes upon or violate any third party rights, including intellectual property rights, privacy rights or publicity rights of others, including posting or providing links to unauthorized copies of another party's copyrighted work;
  - promotes and/or encourage illegal or unlawful activity in any country;
  - is defamatory, libelous or slanderous in nature;
  - advocates hate, violence, abuse, threats or harm against any group, individual or entity;
  - harasses or encourage others to harass any group, individual or entity;
  - is racially, ethnically or otherwise objectionable;
  - is vulgar, obscene, profane, pornographic and/or otherwise offensive in nature;
  - discloses third-party confidential, private or trade secret information;
  - violates any right or duty 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);
  - is patently offensive under a community standard that we deem appropriate, examples include promoting racism, bigotry, pornography hatred or physical harm of any kind; or
  - is inconsistent with the goals, objectives, philosophies, and/or purposes of COC.

3. **COC Dissemination of Petition.** COC will have the right, in its sole and absolute discretion, to disseminate any Partner Petition to all or any portion of COC's

own list of email records, during all or any portion of the period during which the Partner Petition is posted on the ORGANIZEFOR Platform. Such dissemination will be referred to as COC Distribution.

4. **Access to and Use of Identity of Petition Signers.** Each recipient desiring to support a Partner Petition will be asked to provide his or her name and zip code, to be transmitted to the public official, agency, corporation or organization to whom or which the Partner Petition is directed. Partner will have the right to maintain the names and zip codes of Partner Petition signers that have not unchecked an opt-in box.

5. **Access to and Use of Email Addresses.** (a) Each recipient of a Partner Petition who signs on to the Partner Petition as a result of an email sent by Partner (“Partner Signons”) will be advised on the petition page that he or she is opting in to receive future e-mails from COC. COC and its sister organization, Color of Change.org Education Fund (“COCEF”) shall have the right to send emails to all email addresses of Partner Signons.

(b) At COC’s discretion, when COC disseminates a Partner Petition under section 3 of these TOS, COC will include on the Partner Petition page a checked box providing that the recipient of the COC email who visits the page visitor opts in to receive future e-mails from Partner, unless the box is unchecked (“Partner Opt-Ins”). COC may remove that pre-checked opt-in box from the Partner Petition page at any time. The ORGANIZEFOR Platform will be configured to allow Partner to download and export to its own database, the email addresses of the Partner Opt-Ins.

6. **Intellectual Property Rights—**(a) ORGANIZEFOR Platform. All copyright and other rights in and to the computer programs, computer applications, web applications, database programs, web content files and all written, graphic, audio and audiovisual works incorporated into and utilized on the ORGANIZEFOR Platform and the Site shall be and remain the sole and exclusive property of COC (“COC Intellectual Property”). Partner may not copy, modify, publish, transmit, distribute, perform, display, or sell any such COC Intellectual Property.

(b) Partner Petitions—Partner retains copyright and other intellectual property rights in and to the content of Partner Petitions, to the extent that Partner has such rights under applicable law. Notwithstanding the foregoing, Partner understands and agrees that by submitting a Partner Petition, Partner grants to COC (a) a royalty-free, world-wide, fully paid-up, perpetual, irrevocable, non-exclusive right and license to (i) use, reproduce, distribute, modify, adapt, and publicly display the Partner Petition and its content within

the Site and/or on the ORGANIZEFOR Platform; and (ii) use and reproduce (and to authorize third parties to use and reproduce) any of the content of the Partner Petition in any or all media throughout the world for the purpose of transmitting or publicizing any Partner Petition and/or the contents thereof and or any information or data relating to such; (iii) the perpetual and irrevocable right to delete any or all of the Partner Petition, whether intentionally or unintentionally, and for any reason or no reason, without any liability of any kind to Partner or any other party; and (c) a royalty- free, fully paid-up, perpetual, irrevocable, non-exclusive right and license to copy, analyze and use any of the Partner Petition, results and numbers of sign ons, as COC may deem necessary or desirable for purposes of enhancing, debugging, testing and/or providing support services in connection with the Site or the ORGANIZEFOR Platform.

7. **Partner Representations and Warranties as to Content.** Partner represents and warrants that no Partner Petition will include or incorporate any material, writing, visual work, symbol, logo, trade name or data of any kind in which any third party has a copyright, trademark or other right without obtaining the prior express written consent of the owner of such proprietary rights. Partner further represents and warrants the content of any Partner Petition will not be defamatory, libelous or slanderous in nature and will not violate or promote any violation of any federal, state or local law or the laws of any country.

8. **Limitation of Liability.** (a) COC reserves the right to interrupt the ORGANIZEFOR Platform or the Site with or without prior notice for any reason or no reason. Partner agrees that COC will not be liable for any interruption of the ORGANIZEFOR Platform or the Site, delay or failure to perform. COC assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, telephone system or communications lines failures, or theft or destruction or unauthorized access to, or alteration of, user communications. COC is not responsible for any problems or technical malfunction of any telephone network or lines, computer systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at the Site or combination thereof, including injury or damage to Partner or to any other person's phone or computer related to or resulting from participating or downloading materials in connection with the ORGANIZEFOR Platform.

(b) Under no circumstances will COC be responsible for any loss or damage, resulting from anyone's use of the ORGANIZEFOR Platform or the Site or any interactions between Partner and persons proposing or signing petitions or between signers, whether online or offline. The ORGANIZEFOR Platform is provided "AS-IS"

and (to the extent legally permitted) COC expressly disclaims any warranty of fitness for a particular purpose and further expressly disclaims any implied warranty and terms and conditions. COC cannot guarantee and does not promise any specific results from use of the ORGANIZEFOR Platform or the Site.

(c) Except where restricted or prohibited, in no event will COC be liable to Partner or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including lost profits arising from Partner use of the ORGANIZEFOR Platform or the Site, or of termination of Partner account, even if COC has been advised of the possibility of such damages. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to Partner.

(d) Partner hereby agrees to release COC, COCEF and their respective officers, directors, agents and employees from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with Partner use of the ORGANIZEFOR Platform or the Site. If Partner is a California resident, Partner waives California Civil Code § 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

## **9. Indemnification**

Partner agrees to indemnify and hold COC harmless from and against any damages or losses incurred by reason of or resulting from any claim, action, suit, proceeding or investigation asserted or initiated by a third party, based upon or arising out of the breach by Partner of any warranty, representation or covenant of Partner set forth in these TOS.