

# EnVision App

## Master Subscription Agreement for Community Sponsors

*Last updated on November 18, 2022*

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THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES AS A COMMUNITY SPONSOR.

IT IS EFFECTIVE BETWEEN YOU AND US AS OF THE DATE OF YOU ACCEPTING THIS AGREEMENT.

This Agreement and its appendices affect your rights and constitute a legally binding agreement between each individual and organization that signs up for the Program (“User” or “You”) or otherwise uses any of the Company Properties.

Please read these Terms and Conditions (“Terms and Conditions” or “Agreement”) and the appendices carefully. Appendices to these Terms and Conditions include:

- A Privacy Policy
- B Community Sponsor Additional Terms
- C Service Provider Additional Terms
- D End User (Participant) Additional Terms
- E Prohibited Items Policy

Under these Terms and Conditions, Organizational Performance Systems, Inc. (“OPS”, “Company” or “we”) provides the EnVision Application (“App” or “Program”) through [www.ops1.com/envision](http://www.ops1.com/envision) and related software applications (“Company Properties”) with the mission to (i) empower households, (ii) and help people in need break the cycle of generational poverty and attain socio-economic mobility.

BY ACCEPTING THIS AGREEMENT, EITHER BY CREATING AN ACCOUNT, BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO ALL TERMS AND CONDITIONS HEREIN. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

### 1. CHANGES TO THE TERMS AND CONDITIONS

1.1. Company may at its discretion modify, update, add to, discontinue, remove, or otherwise change these Terms and Conditions at any time. Each such modification will take immediate effect upon notification to you. Company may provide you with notices of changes it deems significant, including those regarding changes to these Terms and Conditions, by email, regular mail, text message, in-app messaging, or other reasonable means now known or hereinafter developed.

1.2. Your continued use of the Company Property following any such notifications constitutes your acceptance of such modifications and your agreement to be bound by these Terms and Conditions. If you do not agree to any modification of these Terms and Conditions, your sole remedy is to discontinue your use of the Company

Properties. The most current version of these Terms and Conditions will be available on our website and supersedes previous versions.

## 2. PROGRAM ACCOUNT

To become a User, you must be at least 18 years old and provide your email address and password for Company to create your Program account ("Account"). Your Account will be tied to an OPS ID that allows you to access certain services depending on your user type (e.g., Community Sponsor, Participant, etc.). Each individual User is limited to one Account. To use the Program features you may elect to provide us additional information. Information that you submit through one of our Programs may be saved and available for your use in our other Programs, including, without limitation, any saved payment card information. Any and all information collected from you shall be subject to our Privacy Policy, Appendix A.

## 3. PROGRAM LICENSE

Subject to this Agreement, we hereby grant you a non-exclusive, non-transferable license (without the right to sublicense) to access and use the Company Properties for your use to access the Program(s). You agree that you obtain no rights other than the rights and licenses expressly granted in this Agreement. Company reserves the right to change, upgrade or discontinue the Program, any Company Property, and any feature of the Program or the Company Properties, at any time, with or without notice. All rights not expressly granted under this Agreement are reserved by Company or its licensors.

## 4. ACCOUNT MAINTENANCE

4.1. Updating Your Account. You agree to keep your Account information current, complete, and accurate by periodically updating the information through the Company Properties. You must be logged into Company and enter your password to change your Account information and payment preferences. You may check your Account status, activities, accomplishments, and Points at any time via the Company Properties. You will maintain the confidentiality of your Account information, including username and password by which you access the Program. Any use of your username and password will be deemed to be your use, and Company is entitled to act on instructions received under your password and is not responsible for any changes made to your account by someone else who uses your password. If there is a breach of security through your Account, you will immediately change your password and notify us of such breach. You agree that, unless you have first notified us immediately of any such breach, we should assume that any instruction transmitted using your username and password is yours and has been authorized by you, and we will have no obligation to inquire into the propriety of such instruction.

4.2. General Account Activity. An Active Account means you must have engaged in one of the following activities within the past ninety (90) days: (i) logged into your Account or (ii) updated your Account information. Except where prohibited by applicable law, if you have not engaged in one of the activities in subsections (i)-(ii) for more than ninety (90) consecutive days, Company reserves the right to close your Account and cease to maintain your Account records and Program access.

4.3. Community Sponsor Account Activity. Please see Appendix B, Community Sponsor Terms and Conditions.

4.4. Service Provider Activity. As a Community Sponsor, you may engage in many of the activities associated with Service Providers. Appendix C, Service Provider Terms and Conditions, applies.

4.5. Participant Account Activity. As a Community Sponsor, you are undertaking a role to providing various services to EnVision Participants and those Participants have access to the App under specific terms and conditions. Appendix D, End User (Participant) Terms and Conditions.

4.6. Fraudulent Activity. We reserve the right to investigate any Points transactions, referral activity, or interaction with any Company Property that we believe, in our sole discretion, is abusing or has abused the Program. We

reserve the right to rescind any Points, bar further Points awards and/or bonuses, and/or terminate any Member Account that we believe, in our sole discretion, is abusing or has abused the Program, including, without limitation, by engaging in a pattern of returning products after the corresponding Points have been credited or making fraudulent referrals by creating multiple Accounts. Multiple Accounts created under the Referral Program with the same name, address, email address or other identifying feature may be flagged as fraudulent referrals. Any failure to comply with this Agreement, any fraud or abuse relating to the accrual or receipt of Points, or any misrepresentation of any information furnished to Company by you or anyone acting on your behalf may result in the termination of your Account and forfeiture of any accrued Points. If Company has any reason to suspect fraudulent activity is associated with your Account, Company reserves the right to delay or withhold the awarding of Points. Any suspected or actual cases of fraud activity will be escalated and reviewed in accordance with our fraud process. Company decisions are final.

## 5. RECEIVING COMMUNICATIONS

By signing up to be a Community Sponsor, you agree to receive communications and notices by electronic mail. Our communications may be account- or membership-related. We may communicate with you regarding the Program by electronic mail or direct mail using information you provide to us. Your consent to receive electronic communications includes any notices or other information that we may be required by law to provide you in writing or otherwise. You agree to keep us apprised of your current email address should the same change after the date you become a Member. If you elect to provide us a mobile number, we may use it to contact you when you make account updates or for account recovery purposes. You may receive recurring messages from us during those account changes. Standard message rates apply, and carriers are not responsible for any delayed or undelivered messages. You may opt out of receiving certain communications in accordance with our Privacy Policy, Appendix A.

## 6. PROGRAM RESTRICTIONS

You agree that you will not, and will not permit others to: (i) damage, interfere with or unreasonably overload the Company Properties; (ii) introduce into the Company Properties any code intended to disrupt the Program; (iii) alter or delete any information, data, text, links, images, software, chat, communications and other content available through the Company Properties (collectively, "Content"); (iv) access the Program or the Company Properties by expert system, electronic agent, "bot" or other automated means; (v) use scripts or disguised redirects to derive financial benefit from Company; (vi) modify, reverse engineer, reverse assemble, decompile, copy or otherwise derive the source code of any Company Property for any reason; (vii) rent, sell or sublicense any of the Company Properties; (viii) provide any unauthorized third party with access to the Program; (ix) access or attempt to access confidential Content through the Company Properties; (x) interfere with the operation of the Program, including, but not limited to, distribution of unsolicited advertising or mail messages and propagation of computer worms and viruses; (xi) post any material in any form whatsoever on the Company Properties or within the Program that is defamatory, obscene or otherwise unlawful or violates any third party's right of privacy or publicity; (xii) infringe any third party's patent, copyright, service mark, trademark or other intellectual property right of any kind or misappropriate the trade secrets of any third party in connection with your use of the Program or the Company Properties; (xiii) engage in any activity that does not comply with applicable law and regulations or otherwise engage in any illegal, manipulative or misleading activity through the use of the Program; (xiv) use the manual or automated software, devices or other processes to "scrape," "crawl," "spider" or index any page of Content from the Company Properties.

## 7. PROGRAMS

7.1. Points and Rewards. We offer the ability for Participants to earn points based on their actions, activities, and accomplishments in the Program.

7.2. Earning Points. In order to earn Points, Participants must register for an Account, be signed into the Program, and complete various actions and activities presented in the Program.

7.3. Redeeming Points. Points are redeemable for rewards ("Rewards") provided by third party merchants and offerors ("Reward Providers"). Company may receive compensation from Reward Providers for posting their reward offers in the Program. Compensation received by Company may play a part in whether Reward Providers and their offers appear on our site, where they are placed, and how we display them in the Program. Participation in this Program and the opportunity to earn and redeem Points is offered at the sole discretion of Company and subject to Participant compliance with this Agreement.

## 8. REWARD POLICIES

A reward redeemed from any Reward Provider is governed by and subject to the applicable Reward Provider's policies, including applicable exchange and shipping policies. You agree that we are not agents of any Reward Provider and that all Reward Providers operate independently and are not under our control. Accordingly, participation in offers or promotions of, or correspondence with, any Reward Provider is solely between the Participant and the Reward Provider. We do not assume any liability, obligation, or responsibility for any part of such correspondence, offer or promotion, including, without limitation, the withdrawal or modification of any such offer or promotion. Company is not responsible for changes to, or discontinuance of, any Reward Provider, or for any Reward Provider's withdrawal from the Program, or for any effect on the accrual or use of Points caused by such changes, discontinuances, or withdrawals.

## 9. INFORMAL DISPUTE RESOLUTION

You agree to resolve disputes informally by submitting your requests through our Help Line. We will try to resolve any dispute informally by contacting you in writing via email. If a dispute is not resolved within 30 days of submission through this form, you or Company may bring a formal proceeding per the provisions of Section 10 of this Agreement.

## 10. DISPUTE RESOLUTION BY BINDING ARBITRATION; CLASS ACTION WAIVER

10.1. Arbitration is a method of claim resolution that is less formal than a traditional court proceeding in state or federal court. It uses a neutral arbitrator instead of a judge or jury and the arbitrator's decision is subject to limited review by courts. You and Company agree to arbitrate any and all disputes, claims, or controversies arising out of, in connection with, or relating to this Agreement, Company's business, any of the Programs or the Company Properties, and relationship with you, including any claims that may arise after the termination of this Agreement. This agreement to arbitrate includes any claims against Company's employees, agents, or any subsidiaries of Company.

10.2. All disputes concerning the arbitrability of a claim (including disputes about the scope, interpretation, breach, applicability, enforceability, revocability, or validity of this Agreement) shall be decided by the arbitrator. The arbitrator shall also decide whether any claim is subject to arbitration. You further agree that the U.S. Federal Arbitration Act and federal arbitration law shall govern the interpretation and enforcement of this agreement to arbitrate.

10.3. CLASS ACTION WAIVER: YOU AND COMPANY AGREE THAT BOTH WAIVE ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT. YOU ALSO AGREE THAT YOU MAY ONLY BRING A CLAIM AGAINST THE COMPANY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT OR REPRESENTATIVE PROCEEDING, CONSOLIDATED ACTION, OR PRIVATE ATTORNEY GENERAL ACTION. This means that neither you nor Company can seek to assert class or representative claims against each other either in court or in arbitration and no relief can be awarded on a class or representative basis. The arbitrator also may not consolidate or join another person's claim with your claim or issue an order that would achieve the same result. You and the

Company further agree that if the provisions of this paragraph, known as the “Class Action Waiver,” are found to be unenforceable, it cannot be severed from this arbitration agreement and the entire provision compelling arbitration shall be null and void.

10.4. To the extent possible under local law, the arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules or pursuant to JAMS' Streamlined Arbitration Rules and Procedures (“Rules”). The Rules are available online at [www.jamsadr.com](http://www.jamsadr.com). The arbitrator is bound by the terms of this Agreement. You and the Company agree that whichever party brings a claim shall be responsible for all filing and arbitration fees. The exclusive venue for any dispute or issue arising out of this Agreement shall be held in Santa Clara County, California.

10.5. Notwithstanding any provision in this Agreement to the contrary, you agree that if we make any future, material change to this arbitration provision, you may reject any change by terminating your use of the Company Properties. Your decision to reject changes in a new arbitration provision, however, does not affect any prior arbitration provisions to which you have already agreed, which would remain in effect.

#### 11. EXPORT CONTROL

Company Applications and their underlying information and technology may not be exported or re-exported into any country to which the U.S. has embargoed goods or to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Deny Orders. You represent and warrant that you are not located in, under the control of or a national or resident of any such country or on any such list, and that you will otherwise comply with all applicable export control laws. If you are a U.S. government end user, we are licensing the Company Application to you as a “Commercial Item” as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the Company Applications are the same as the rights we grant to all others under this Agreement.

#### 12. COMMUNITY STANDARDS

By participating in the Program, you are becoming a member of a community that depends on the goodwill and responsible behavior of each of our Users. Users are required to refrain from transmission or communication of images or text constituting ethnic slurs, obscenities, sexually explicit material, inflammatory or derogatory comments, or anything else that may be construed as harassing or offensive, which is targeted at the Program, the Company Properties, our employees, contractors or agents, Rewards Providers, or other Users. This includes communications by means of social media or other Internet posts that violate the above community standards or promote or encourage gaming or fraudulent behavior. Members who violate this provision, as determined by us in our sole discretion, may have their access to the Program suspended or terminated without prior notice. All Rewards posted to the App shall be subject to the provisions of Appendix E, Prohibited Items Policy.

#### 13. OWNERSHIP

All right, title, and interest in the Program, the Company Properties and the Content belong to Company or its licensors. Additionally, Company shall maintain all right, title, and interest in the “OPS” and “EnVision” marks and logos and any other marks, service marks, trademarks or logos of Company and its affiliates (“Company Marks”). Company Marks may not be used in connection with any product or service that is not Company’s or in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Company. You shall not by any means bid on any keywords with any search engine containing “OPS”, “EnVision” or anything substantially similar or any other Company Mark including, without limitation, OPS1.com, ops1.com/envision, ops1.com/envisionapp. You shall not mention or use Company in any ad text, extensions, or banner ads without the express written consent of Company. All other trademarks not owned by Company that are used in the Programs are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Company.

#### 14. INDEMNIFICATION

You agree to indemnify Company, our service providers, reward providers, mentors, coaches, and other community sponsors as well as their respective officers, directors, employees, successors, agents, and affiliates, for any and all claims, damages, losses, and causes of action (including attorneys' fees and court costs) arising out of or relating to your breach of this Agreement or for any materials in any form whatsoever that are provided by you (or through your username and/or password). You agree to cooperate as fully as reasonably required in our defense and/or settlement of any claim. We reserve the right, in our reasonable discretion, to assume exclusive control over the defense and settlement of any matter subject to indemnification by you.

#### 15. WARRANTY DISCLAIMER

The Company's reputation is built on providing useful and secure services. However, for legal purposes, we offer these services without warranties unless explicitly stated in specific additional terms. Therefore, the following disclaimer applies:

TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PROGRAM, CONTENT, SERVICES, AND COMPANY PROPERTIES ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FOR EXAMPLE, WE DO NOT MAKE ANY WARRANTIES ABOUT THE CONTENT OR FEATURES OF THE SERVICES, INCLUDING THEIR ACCURACY, RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. FURTHER, COMPANY DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE QUALITY OR ACCURACY OF ADVERTISEMENTS FOR ANY PRODUCTS OR SERVICES OFFERED OR PROVIDED BY ITS AFFILIATE REWARD PROVIDERS, STORES, OR SELLERS IN CONJUNCTION WITH THE PROGRAMS.

#### 16. LIMITATION OF LIABILITY

16.1. Limitation of Liability. Both the law and this Agreement try to strike a balance as to what you or the Company can claim from the other in case of problems. That is why the law allows us to limit certain liabilities under these terms whether an action is based on a contract or tort and regardless of the theory of liability. These terms only limit our responsibilities as allowed by applicable law. These terms do not limit liability for gross negligence or willful misconduct. Therefore, to the extent allowed by applicable law, the Company is liable only for its breaches of these terms.

THEREFORE THE COMPANY'S TOTAL LIABILITY WITH RESPECT TO ANY INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF (1) \$100 OR (2) THE AMOUNT PAID BY YOU IN THE 12 MONTHS BEFORE THE DISPUTE.

16.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL YOU OR THE COMPANY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES, GOODWILL, ANTICIPATED SAVINGS OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

#### 17. TERMINATION OR SUSPENSION

This Agreement is effective when accepted by you and will remain in effect until you or we terminate your membership in the Program. We may terminate this Agreement and your use of or access to the Program at any time, for any reason or no reason. Any violation of this Agreement or the rules and conditions of the Program may result in the termination of your Account and forfeiture of pending or prior Points or other rewards. We may, in our sole discretion, at any time and without prior notice, discontinue, cancel, suspend, change, or limit access to all or any part of the Program or any functionality, feature or other component of any Company Property. You agree that Company will not be liable to you or to any third party for any modification, suspension, or termination of the Program or your access to any of the Company Properties. If you are dissatisfied with any aspect of the

Program at any time, your sole and exclusive remedy is to cease participating in the Program. Upon any termination of the Program, your right to use and access the Program, and the Company Properties, and to receive Points and Rewards, will terminate. Termination will not prejudice either you or our remedies at law or in equity.

## 18. GENERAL PROVISIONS

18.1. Entire Agreement. These Terms and Conditions constitute the entire agreement between you and Company and govern your use of the Products or Company Properties superseding any prior agreements between you and Company with respect to the Products or Company Properties (including, without limitation, earlier versions of this Agreement that may have been accepted by you). Any representations, statements, or agreements made or entered into elsewhere, whether directly or indirectly, written, or oral or in advertising are not binding toward Company unless expressly confirmed in writing by Company to you. You may also be subject to additional terms and conditions that may apply when you use or purchase certain other services, affiliate services, third party content, or third party software.

18.2. Choice of Law. The validity, construction, and interpretation of this Agreement and the relationship between You and Company, including the rights and duties of the parties, will be governed by the laws of the State of California in the United States without regard to its conflict of law provisions. This shall not limit the protection afforded to you by provisions that cannot be derogated from by agreement by virtue of applicable law.

18.3. Interpretation. Headings under this Agreement are intended only for convenience and shall not affect the interpretation of this Agreement.

18.4. Waiver and Severability of Terms. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be invalid, such invalidity shall not affect the remaining provisions, except as otherwise stated.

18.5. Assignment. You may not assign, transfer, or otherwise dispose of your rights and obligations under this Agreement, in whole or in part, without our prior written consent, and any such assignment without such consent will be null and void. Company has the right to transfer, assign or otherwise dispose of these Terms and Conditions without Your consent.

# APPENDIX A

## ORGANIZATIONAL PERFORMANCE SYSTEMS

### PRIVACY POLICY

This policy details how data about you is used when you access our websites and services (together, "OPS") or interact with us. If we update it, we will revise the date, place notices on OPS if changes are material, and/or obtain your consent as required by law.

#### 1. Protecting your privacy

- We take precautions to prevent unauthorized access to or misuse of data about you.
- We do not run rewards, other than those posted by our users.
- We do not share your data with third parties for marketing purposes.
- We do not engage in cross-marketing or link-referral programs.
- We do not employ tracking devices for marketing purposes.
- We do not send you unsolicited communications for marketing purposes.
- We do provide email proxy & relay services to reduce unwanted email.
- We do not respond to "Do Not Track" signals.

#### 2. Data we collect, use, and disclose

Below is a list of all the types of data we may collect, where we get it, why we collect it and the categories of third parties to whom we disclosed it. We do not sell this data to third parties. Please note that disclosure to "Payment processors" applies when someone pays for a reward as either the poster or sponsor using a credit card.

Data type	Where we got it	Why collected	Disclosed to
Names	User entry	Facilitating transactions and personalizing your use of OPS	Service providers
Email address	User entry	Account creation, user-to-user and OPS-to-user communications and combatting fraud/abuse	No one
Phone number	User entry	User-to-user communications, combatting fraud/abuse, personalizing your use of OPS	Participants, other service providers, payment processors, and phone verification service providers
Mailing or street address	User entry	Account and post creation, OPS communicating with corporate users, facilitating transactions and personalizing your use of OPS	Participants, service providers, and payment processors
Credit card data	User entry	Facilitating transactions	Payment processors
Photos and other data you voluntarily provide, post on or send via OPS	User entry	Facilitating and personalizing your use of OPS	Other users that may view your profile



Saved searches, account preferences, favorite/hidden postings	User entry	Facilitating and personalizing your use of OPS	No one
HTTP browser cookie	User's browser, OPS web server	Facilitating and personalizing your use of OPS and combatting fraud/abuse	No one
Information about your device and browser such as device ID, browser version, operating system, plugins, geolocation	User's browser, mobile app	Facilitating and personalizing your use of OPS, combatting fraud/abuse, testing, and evaluating user experience	No one
IP address	User's browser, mobile app, IP/geolocation providers	Combatting fraud/abuse	Agencies that help us combat fraud/abuse
Web page views, access times, HTTP headers	User's browser, mobile app	Combatting fraud/abuse	No one

We may share some or all of the above listed data in the following circumstances:

- to respond to subpoenas, search warrants, court orders, or other legal process
- to protect the rights, property, or safety of OPS users; OPS the company and our applications; or the general public
- at your direction (e.g. if you authorize us to share data with other users)
- in connection with a merger, bankruptcy, or sale/transfer of assets

### 3. Data we store

- We retain data as needed to facilitate and personalize your use of OPS applications, combat fraud/abuse and/or as required by law
- We make good faith efforts to store data securely but can make no guarantees
- You may access and update certain data about you via your account login

### 4. California Users

To learn more about the California Consumer Privacy Act and how it applies to you, please visit the [California Attorney-General's website](#).

**Right to know:** You have the right to request that we disclose the data we collect, use and disclose, and other information relating to data we collect about you. See the table above.

**Right to delete:** You have the right to request the deletion of data that we have collected from you, subject to certain exceptions.

**Right to non-discrimination:** You have the right not to receive discriminatory treatment for exercising the rights listed above.

You may submit a request to know or delete via [info@ops1.com](mailto:info@ops1.com).

Only you or someone you authorize to act on your behalf may make a request to know or delete your data. An authorized agent may make a request on your behalf by providing written permission signed by you.

We will need to confirm your identity before processing your request by asking you to log into your existing account (if you are a registered user) or by asking you for additional information, such as a government issued ID, to confirm your identity against information we have already collected.

#### **5. International Users**

By accessing OPS or providing us data, you agree we may use and disclose data we collect as described herein or as communicated to you, transmit it outside your resident jurisdiction, and store it on servers in the United States.

#### **6. Contact**

If you have questions about our privacy policy and practices please email [info@ops1.com](mailto:info@ops1.com).

## APPENDIX B

### ENVISION APP COMMUNITY SPONSOR ADDITIONAL TERMS

#### IMPORTANT

THIS AGREEMENT GOVERNS YOUR USE OF OUR TECHNOLOGIES AND SERVICES AND YOU HEREBY AGREE TO PARTICIPATE IN THE DEPLOYMENT AND SUPPORT OF THE ENVISION APPLICATION IN YOUR COMMUNITY AS A SPONSOR ORGANIZATION.

**In providing the EnVision Application (“App”), the mission of Organizational Performance Systems, Inc. (“Company”) is to empower households and help people in need break the cycle of generational poverty and attain socio-economic mobility.**

#### 1. Important information about the App and this Agreement

This document provides additional information on how the EnVision App program works and is an agreement between you and OPS. You agree that use of your account or any feature of this program indicates your acceptance of the terms of this agreement.

#### 2. Statement of Intent

In support of the mission of the Company, the EnVision Community Sponsor (“Community Sponsor”) understands that this Agreement is a statement of intent to support the operation, use, and advocacy of the App in the Community Sponsor’s geographic region or area of influence (“Community”). It does not constitute a funding commitment by the Community Sponsor to OPS or by OPS directly to the Community Sponsor which, if any, will be executed via a separate agreement. OPS reserves the right to adjust these terms at its discretion and Community Sponsor has the right to accept or decline any adjusted terms. Non-acceptance of the terms may result in termination of the App within the Community.

#### 3. Responsibilities

3.1. OPS assumes the following responsibilities:

3.1.1. Consistent with the provisions of Agreement, provide the App as a web-based system to people in the Community who desire to break the cycle of generational poverty and attain socio-economic mobility. Should the Community or Community Sponsor desire unique functionality of any kind, services may migrate to a paid version of the App.

3.1.2. Provide use of the App to Community service providers and reward providers for the sole purpose of enabling them to provide their services and/or resources to individuals and families in alignment of the OPS mission.

3.1.3. Establish goals for deployment and use of the App by certain segments of the Community population.

3.1.4. Work with the Community Sponsor and cross-section of community, government, and agency contacts to deploy the App so that Community needs associated with the Company mission are met in an effective and efficient manner.

3.1.5. Promote a positive relationship with the Partner and Community users of the App through periodic communications that inform various parties about the impact the App has on Community betterment.

3.2. Community Sponsor assumes the following responsibilities:

3.2.1. Designate by name one project leader to coordinate with OPS on all issues related to deployment, use, functionality, messaging, advocacy, and introductions.

3.2.2. Apply other appropriate resources (people, time, funds) to ensure success of the App in support of Community goals.

3.2.3. Facilitate user reviews and feedback sessions.

3.2.3. Work with OPS related to functionality and messaging.

3.2.4. Facilitate introductions of OPS and the App's functionality to local service providers and reward providers.

3.2.5. Publicly advocate the use of the App to other community partners, agencies, and local governments

3.2.6. Display OPS and EnVision information and logos as widely as possible, including on newsletters, brochures, websites, and multi-media projects, and at your physical offices. Sponsors will make every effort to recognize OPS support in media releases and at public events, particularly when referring to the App.

3.2.7. Attend scheduled planning and coordination meetings as mutually agreed to with OPS.

#### **4. Agency Independence**

Community Sponsor expressly represents and warrants to OPS that it is not and shall not be construed to be an employee of OPS and that it is solely responsible for its actions and inactions in performing this Agreement.

#### **5. Confidentiality**

"Confidential Information" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information including the contents and terms of this Agreement disclosed by the Company either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment. Any "Confidential Information" shall be designated orally or in writing as such to Community Sponsor.

Community Sponsor will not, during or subsequent to the term of this Agreement, use the Company's Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of the Company or disclose the Company's Confidential Information to any third party, and it is understood that said Confidential Information shall remain the sole property of the Company. Confidential Information does not include information which:

- i. is known to Community Sponsor at the time of disclosure to Community Sponsor by the Company as evidenced by written records of Community Sponsor
- ii. has become publicly known and made generally available through no wrongful act of Community Sponsor, or
- iii. has been rightfully received by Community Sponsor from a third party who is authorized to make such disclosure. Without the Company's prior written approval, Community Sponsor will not directly or indirectly disclose to anyone the terms of this Agreement.

Community Sponsor agrees that they will not, during the term of this Agreement, improperly use or disclose to Company any proprietary information or trade secrets of any former or current employer or other person or entity with which Community Sponsor has an agreement or duty to keep in confidence information acquired by Community Sponsor in confidence. Community Sponsor will indemnify the Company and hold it harmless from and against all claims, liabilities, damages and expenses, including reasonable attorneys' fees and costs of suit, arising out of or in connection with any violation or claimed violation of this provision.

Community Sponsor recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. In the event that Community Sponsor becomes aware of any such confidential or proprietary information, Community Sponsor agrees that it shall have a duty to hold any such information in the strictest of confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out the Services for the Company consistent with the Company's agreement with such third party.

Upon the termination of this Agreement, or upon Company's earlier request, Community Sponsor will deliver to the Company all of the Company's property or Confidential Information in tangible form that Community Sponsor may have in their possession or control, if any.

## **6. Ownership**

The Parties understand that to perform the services contemplated by this Agreement, it may be necessary for the Parties to exchange certain confidential and proprietary information regarding their operations, users, and other sensitive details that the Parties consider confidential. This confidential and proprietary information ("Confidential Information") includes, but is not limited to, the following: (1) the Program, and related methods, processes, and technology; (2) pricing, pricing methods and billing practices; (3) marketing and financial plans; (4) letters, memoranda, agreements, and other internal documents; and (5) financial or other information regarding the Company or Users that has not been disclosed to the public.

## APPENDIX C

### ENVISION APP SERVICE PROVIDER ADDITIONAL TERMS

#### IMPORTANT

THIS AGREEMENT GOVERNS YOUR USE OF OUR TECHNOLOGIES AND SERVICES AND YOU HEREBY AGREE TO PARTICIPATE IN THE DEPLOYMENT AND SUPPORT OF THE ENVISION APPLICATION IN YOUR COMMUNITY AS A SPONSOR ORGANIZATION.

**In providing the EnVision Application (“App”), the mission of Organizational Performance Systems, Inc. (“Company”) is to empower households and help people in need break the cycle of generational poverty and attain socio-economic mobility.**

#### 1. Important information about the App and this agreement

This document provides additional information on how the EnVision program works and is an agreement between you and OPS. In this document, the following words have special meanings:

- (a) “Agreement” means the Master Subscription Agreement (“MSA”) and these additional terms.
- (b) “Service Provider” means any non-profit, faith-based organization, private corporation, housing finance agency, federal agency, state and local government, or other community-based organization that provides social services, support, or resources for the benefit of individuals and families living in their community.
- (c) “Partner” or “Partnership” means an agreement for a collaborative effort and is not to be construed as a legal partnership of any kind.

#### 2. Statement of Intent

In support of the mission of the Company, the EnVision Community Sponsor Agency (“Sponsor”) understands that this Agreement is a statement of intent to support the operation, use, and advocacy of the App in the Sponsor’s geographic region or area of influence (“Community”). It does not constitute a funding commitment by the Sponsor to OPS or by OPS directly to the Sponsor which, if any, will be executed via a separate agreement. OPS reserves the right to adjust these terms at its discretion and Sponsor has the right to accept or decline any adjusted terms. Non-acceptance of the terms may result in termination of the App within the Community.

#### 3. Responsibilities

3.1. OPS assumes the following responsibilities:

- 3.1.1. Consistent with the provisions of Agreement, provide the Program as a web-based system to people in the Community who desire to break the cycle of generational poverty and attain socio-economic mobility. Should the Community or Sponsor desire unique functionality of any kind, services may migrate to a paid version of the App.
- 3.1.2. Provide use of the App to Community service providers and reward providers for the sole purpose of enabling them to provide their services and/or resources to individuals and families in alignment of the OPS mission.
- 3.1.3. Deploy the Program so that Community needs associated with the Company mission are met in an effective and efficient manner.

3.2. Service Provider assumes the following responsibilities:

- 3.2.1. Ensure the Service Providers profile is maintained in a timely manner, including any and all changes as they occur.

3.2.2. Respond to inquiries from Participants in a timely and professional manner.

3.2.3. Work with OPS related to functionality and messaging.

#### **4. Agency Independence**

Service Provider expressly represents and warrants to OPS that it is not and shall not be construed to be an employee of OPS and that it is solely responsible for its actions and inactions in performing this Agreement.

## APPENDIX D

### OPS ENVISION APP END USER (PARTICIPANT) ADDITIONAL TERMS

#### 1. Important information about the program and these additional terms

In addition to the applicable General Terms and Conditions of the Master Subscription Agreement, these additional terms describe our responsibilities, end user (Participant) responsibilities, and how the EnVision Rewards program works. Participants agree that use of their account or any feature of the Program indicates their acceptance of these Terms.

In this appendix, the following words have special meanings:

- (a) "Agreement" means the Master Subscription Agreement and these Additional Terms.
- (b) "Program" means this EnVision Rewards program
- (c) "Account" means the Participant profile that is linked to the Program
- (d) "We," "Us," "Our," and "OPS" mean Organizational Performance Systems, Inc. and its affiliates
- (e) "Participant" or "Participants" means the person responsible for the account and for complying with the OPS Participant Agreement. Also "User", "End User", and "Authorized User".
- (f) "Rewards" are products, services, and other offers that are made available to Participants by various third parties via the EnVision App.
- (g) "Reward Providers" are third party merchants and other offerors that offer Rewards via the EnVision App.
- (h) "Points" means redeemable points that Participants earn and accumulate for their activities and accomplishments within the EnVision App. Participant points are accrued and tracked within the EnVision App. Participants may redeem their points for rewards, if any.

#### 2. How Participants can earn points

Participants may earn Points based on their actions, activities, and accomplishments in the Program. Examples of reward generating activities include those listed below and will be determined at the sole discretion of the Company:

- Registration in the Program
- Completing all requested profile fields
- Logins
- Use of the Program
- Scheduling or committing to an action
- Action completion
- Third party verifications or attestation of action completion
- Use of points / Spending

We may offer Participants ways to earn bonus points through the program. Participants may earn bonus points for other activities and events including completing activities early or on time, referrals, anniversaries (e.g., birthday; start date) or other bonus programs that the Company may establish at its sole discretion.

#### 3. How Participants can use their points



Participants are responsible for how their points are used. Participants can use their points to redeem for any available reward options for which they are eligible based on the number of points in their account.

We may, from time to time, provide additional ways for Participants to use their points in addition to those described in the Participant Agreement.

Redemption values are determined by Rewards Providers, not the Company.

To use points, minimum and maximum amounts may apply. Those amounts will be shown on all rewards.

Reward providers may require additional terms and conditions before Participants gain access to their offers. For example, if Participant redeems their points for a coupon offering 60% off a product's price, Participant will still owe the remaining 40%.

Using points for an offer does not entitle Participant to any remittance or compensation for the difference between what the offer allows and Participant ability to comply with it. For example, if Participant redeems their points for an offer of admission to a venue for a party of four people and they only have three people in their party, they are not entitled to the fees related to the fourth person. Similarly, if Participant redeems their points for an offer of admission to a venue for a party of four people and they have more than four people in their party, Participant will be expected to pay the fees for the additional people.

Once points have been used, the transaction is considered final and may not be canceled unless otherwise noted.

For items that may be delivered to Participant, the amount of time it takes for delivery depends on the item. Some items can't be shipped to PO Boxes or foreign addresses.

Applicable sales/use taxes, fees, surcharges, and shipping and handling charges are your responsibility.

#### 4. Redeeming points for products and services

All transactions involving the redemption of Participant points for products, services, or other offers are between Participant and the offering third party merchants and offerors.

To participate, Participant may be required to authorize OPS to share information about their account with the third party. If so, we'll provide Participant with additional details as required by law.

Points will not be used without Participant permission. Participants select when and how many points are used each time they make a transaction with the third party. We'll deduct the number of points that Participant uses from their EnVision program points balance.

All returns and point refunds are subject solely to the policies of the third party.

**Products, services, or offers displayed in the EnVision App may not always be available and may change without notice at the sole discretion of the third party provider.**

Any additional terms, conditions, disclosures, or agreements provided by us related to the products, services, or other offers Participants obtain will be part of this agreement.

#### 5. How Participant could be prohibited from earning or using points

We may temporarily prohibit Participants from earning points or using points they've already earned if we suspect fraud, misuse, or other illicit activity. Examples include buying or selling points, selling or participating in the sale or exchange of items of value obtained through use of points by repeatedly opening or otherwise maintaining accounts for the purpose of generating rewards, manufacturing the use of points for the purpose of generating additional points, or suspected misused, in any way of a third party merchant program with which points may be used under this program.

At our sole discretion, Participant may be permitted begin earning and using points again when we no longer suspect fraud or misuse of the account or program.

#### 6. How Participant could lose their points

Participant's points don't expire as long as their account is active. However, Participants will immediately lose all of their points if their account status changes, or their account is closed, for any of the following reasons: failure to comply with this or other agreements Participant has with OPS, fraud, or misuse.

We won't reinstate points Participants lose unless we've made an error.

If Participant's account is closed for any other reason, they'll have at least 30 days from the date their account is closed to use their points, as long as they don't lose them for any of the reasons described in this agreement. If Participants don't use their points during that time, they'll lose them.

If we decide to cancel the program, Participants will have at least 30 days from the date we cancel the program to use their points, as long as they don't lose them for any of the reasons described in this agreement. If they don't use their points during that time, they will lose them.

#### 7. Other important information you should know

We may assign our rights and obligations under this agreement to a third party, who will then be entitled to any of our rights that we assign to them.

We're not responsible for any disputes Participants may have with any third party reward provider.

OPS and its third party reward providers and their respective affiliates, directors, officers, employees, agents, or contractors make no representations or warranties, either express or implied, including, those of merchantability, fitness for intended use or a particular purpose and otherwise arising by law, custom, usage, trade practice, course of dealing, or course of performance. Participants release OPS, its third party service providers, and their respective affiliates, directors, officers, employees, agents, and contractors for all activity in connection with the program, including but not limited to, use of the program, and any redemption for or purchase of products or services through the program.

Participants agree to indemnify and hold OPS and its third party service providers and all of their respective affiliates, directors, officers, employees, agents and contractors harmless from and against any loss, damage, liability, cost, or expense of any kind (including attorneys' fees) arising from Participant or an authorized user's: use of the program, any fraud or misuse of the program, violation of this agreement and/or violation of any applicable law or the rights of any third party.

The merchants and third party service providers that participate in the program are not affiliated with us and are not sponsors or co-sponsors of the program. All participating merchant and third party service provider names, logos, and marks are used with permission and are the property of their respective owners. Participating merchants and third party service providers are subject to change without notice.

Participating merchants and third party service providers are responsible for the quality and performance of any products or services they provide. OPS is not responsible for any aspects of the products and services provided by participating merchants or third party service providers.

The program is void where prohibited by federal, state, or local law.

This agreement and use of the program is governed by federal law, as well as the law of Delaware, and will apply no matter where you live or use the program.

We may enforce the terms of this agreement at any time. We may delay enforcement without losing our right to enforce this agreement at a later time. If any term of this agreement is found to be unenforceable, we may still enforce the other terms.

**APPENDIX E**  
**ORGANIZATIONAL PERFORMANCE SYSTEMS**  
**PROHIBITED ITEMS POLICY**

Users must comply with all applicable laws, the OPS Terms and Conditions, and all posted site rules.

Here is a partial list of goods, services, and content that are prohibited as rewards or ads on OPS or the App:

- affiliate marketing, network, or multi-level marketing, pyramid schemes
- alcohol or tobacco
- ammunition, clips, cartridges, reloading materials, gunpowder, fireworks, or explosives
- animals and related items including pets; farm animals; animal parts; stud services; endangered, imperiled and/or protected species, and any parts thereof, such as ivory (pet food and toys, OK)
- any good, service, or content that violates the law or legal rights of others
- check cashing services or offers for short term, high interest rate loans
- controlled substances and related items including prescription drugs and medical devices
- counterfeit or pirated items
- exploitation or endangerment of minors; child pornography
- false, misleading, deceptive, or fraudulent content; bait and switch; keyword spam
- food stamps, WIC vouchers, SNAP or WIC goods, governmental assistance
- hazardous materials
- ID cards, licenses, police insignia, government documents, birth certificates, etc.
- lottery or raffle tickets, sweepstakes entries, slot machines, gambling items
- offers, promotions, or links to unsolicited products or services
- offers, solicitation, or facilitation of illegal prostitution, and/or sex trafficking
- postings or email the primary purpose of which is to drive traffic to a website
- property with serial numbers removed/altered, burglary tools, etc.
- tickets or gift cards that restrict transfer
- unpackaged or adulterated food or cosmetics
- US military items not demilitarized in accord with Defense Department policy
- weapons; firearms, guns, and components of any kind, including BB/pellet, stun, spear guns, etc.

Please don't use OPS or our applications for these purposes and let us know of anyone you see doing so ([info@ops1.com](mailto:info@ops1.com)).

We appreciate your help in keeping OPS a safe and useful place for everyone.