

# Ambassador Terms and Conditions & Privacy Policy

1. Terms & Conditions

2. Privacy Policy

This is an agreement between you and AmbassCo Inc. Please scroll down to read it and our Ambassador Privacy Policy which describes how we use your data.

When you apply for or participate in research Projects, you are giving us (and our customers) ownership of the information you submit. You can't usually erase those Project entries later. You can, however, always erase your basic profile info, opt out of marketing, or close your account. We'll help you if you reach out to us.

You must reside in the United States and be 13 to open an account. If you're under 18, your parent or guardian needs to give you permission.

## Ambassador Terms and Conditions

Last Updated: January 9, 2024

Thanks for becoming an AmbassCo, Inc ("AmbassCo") research respondent—an "Ambassador."

As used in this Agreement, "you" and "your" refer to you, as an Ambassador, and "we" or "us" refers to AmbassCo.

Sometimes we update this Agreement. If that update changes material terms, we will notify you. Please review this Agreement frequently for any changes. Your continued participation in our service after we post any change to this Agreement means you accept this Agreement, as updated.

**IMPORTANT NOTICE: THIS AGREEMENT INCLUDES A WAIVER OF CLASS ACTION RIGHTS.**

What is AmbassCo? AmbassCo is a service that connects brands with members of Generation-Z for feedback, insights, and suggestions on their products, ideas, marketing strategies, and more. We and other companies or groups ("Researchers") send opportunities for Ambassadors to participate in web-based and live research Projects and surveys ("Projects "). You share profile information that we store. Projects will often include sharing feedback through our version of a survey (the "Feed"),

where you will share your opinion through comments, ranking scales, and other buttons that emulate a social media experience. When we launch a Project, we will contact you directly over text message if you are automatically selected to participate or if you need to apply to participate through an interest form (“Screener”), and, if selected, participate. Ambassadors are paid to participate in Projects. If you accept a Project, you are agreeing to perform all obligations specified in that Project.

## Additional Terms between Ambassadors and Researchers

Certain Projects may be governed by additional terms and requirements created by the Researcher (“Additional Terms”). If so, these terms will be shown to you. If you agree to participate in a Project subject to additional terms, you agree that you will abide by those terms and requirements. They are supplemental to, and do not replace, this Agreement. In the event of a conflict between any Additional Terms and this Agreement, this Agreement takes precedence, unless we agree in writing otherwise with the Researcher. Any provision in a Researcher’s Additional Terms that conflicts with this Agreement is void, unless we agree in writing otherwise with the Researcher.

## Taxes and Reporting

You are solely responsible for satisfying all taxes, and other legal requirements, including those applicable to incentive payments or other compensation you may receive for participating in Projects. In accordance with U.S. tax law, you may be required to provide AmbassCo updated address and social security details. AmbassCo or our partners/service providers may notify the IRS about the compensation you receive from AmbassCo. You will also be notified if that happens.

## No Agency

No agency, franchise, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement, either with us or any other party, including any Researcher. You acknowledge and agree that your relationship to us and any Researcher is that of an independent contractor and specifically not that of an employee.

## Links to Third Party Sites

You may find links to other sites and resources when you participate in the Project. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such sites or resources; or (ii) the content, advertising, or products on or available from such sites or resources.

The inclusion of any link during a Project task does not imply that we endorse the linked site. You use the links at your own risk and relieve us from any and all liability arising from your use of any link or third-party website.

## Ambassador Profile Information

In order for us to pay you for any Projects or Screener, and in order to qualify you for certain Projects as an Ambassador, you must provide profile information. This may include photographs, video, and other personal information. Ambassadors who participate in completing screener questions may or may not be compensated. We will explicitly specify when compensation is granted.

Ambassadors within our network sign up for research projects they are interested in (voluntary sign up only). During sign up we collect the following basic demographic and profile identifying information on our ambassadors to match them to projects: age, gender, name, ethnicity, birthday, interests, state, email, phone number, and a payment mechanism, in addition to answering questions about their habits and preferences. For example, asking you about what brands you like, how often you buy a new phone case, or how frequently you use TikTok are all examples of additional behavioral or preferential questions we may ask.

We collect this personal information for the following reasons: to identify which applicants are best fit for each project based on both their demographics, and their preferences, and to learn more about their behaviors as a part of the research study insights. Personal contact information is only collected in order for our team to contact Ambassadors about research study tasks to complete, deadlines, and answer questions. Payment information is collected so that the respondent can get paid for their services. If the parent chooses, they can use their payment method to directly collect payment on behalf of their child.

When you participate in Projects, you agree to provide true, accurate, and complete information, and to update this information to maintain its truthfulness, accuracy, and completeness. You cannot register under more than one profile without our permission. You agree to indemnify and hold harmless anyone, including us and Researchers, who may be harmed in any way by the submittal of any untruthful, inaccurate or incomplete information. This indemnification includes the payment of any damages incurred, as well as any costs and attorney's fees related to enforcing the indemnification and collecting any amounts due. We will collect, use and disclose your information as set forth in our Ambassador Privacy Policy.

## Applications and Screener Data

Applying to a Project does not mean you will be selected to participate. In fact, the application process is often quite competitive, and most applicants aren't accepted. When submitting a Screener you assign to AmbassCo all right, title, and interest in the data "(Screener Data)" you submit. AmbassCo may retain or transfer those rights to others, including Researchers. You may not know the identity of the other parties who will see your Screener Data when you submit it. By submitting Screener Data, you agree that AmbassCo may share this data, along with certain elements of your Ambassador Profile Information to any third party and any Researcher.

## Rights in Project Entries

You assign forever to AmbassCo all right, title and interest to everything you submit to a Project ("Project Entry"). AmbassCo may retain or transfer those rights to others, including Researchers. You may not know the identity of the other parties who will see your Project Entries when you submit them. By submitting Project Entries, you agree that AmbassCo may share this data, along with certain elements of your Ambassador Profile Information, to any third party and any Researcher. Sometimes, to meet legal requirements or at the request of a Researcher, AmbassCo will divulge to you the name or names of third parties or Researchers with whom your data will be shared. When that occurs, you may notify AmbassCo if you would no longer like to have any data shared with that third party and/or Researcher, and we will delete that data.

CONFIDENTIALITY. YOU AGREE TO KEEP CONFIDENTIAL AND NOT TO DIVULGE TO ANYONE, OTHER THAN AN ATTORNEY REPRESENTING YOUR INTERESTS, ANY OF THE SCREENER DATA OR PROJECT ENTRIES, INCLUDING THE SUBJECT MATTER RELATED TO ANY PROJECT, FOR A PERIOD OF THREE YEARS AFTER SUBMISSION. YOU WILL NOT KEEP A COPY OF ANY SUBMISSION THAT YOU CREATE SPECIFICALLY FOR A SCREENER OR PROJECT, ANYWHERE, INCLUDING ON YOUR PHONE.

Nothing in this Agreement limits your right to file a charge or complaint with any federal, state or local governmental agency or commission ("Government Agencies"). This Agreement does not limit your ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to AmbassCo. This Agreement does not limit your right to receive an award for information provided to any Government Agencies.

## Publication of Project Entries

Some Researchers may publicly publish certain data you submit. You consent to the Researchers' use of your information that is shared in Projects as described in the Ambassador Privacy Policy. You agree you will not receive additional compensation for a Researcher's publication of that data.

## Fees

There is no cost to becoming an Ambassador or participating in the Projects. We may charge fees to Researchers who desire to use Ambassadors for their entries.

## Payments

We reserve the right to not compensate Ambassadors who fail to perform the Project requirements in a complete and timely manner. Payment disputes must be brought to our attention within 90 days of either the Project close date or the date you received notification that payment is forthcoming. We will not review payment disputes after the 90-day period has elapsed.

## Other Researchers

We are not a party to the dealing, contracting and fulfillment of a Project between you and a Researcher unless we are the Researcher. We have no control over and do not guarantee the quality, safety or legality of other Researchers' Projects, the truth or accuracy of their Project listings, the qualifications, background, or abilities of Ambassadors, the ability of other Researchers to pay, or that an Ambassador or Researcher can or will actually complete a transaction. We are not required to and do not verify any information given to us by Researchers or Ambassadors, nor do we perform background checks.

## Ambassador Eligibility

To participate in Projects, you must be 13 years or older. If you are still a minor where you live, you must have your parent or legal guardian read this Agreement and permit you to open an account. If you are a minor, you must also get their permission every time you want to apply or are selected to participate in Screeners or Projects, respectively. By agreeing to these Terms, you promise that you have met these requirements every time.

## Restrictions on Use

You agree you will not: (a) interfere or attempt to interfere with the proper operation of the Projects; (b) bypass any security measures or restrictions; (c) upload invalid data, viruses, worms, spam, or

other software agents during Projects; (d) collect or harvest any personally identifiable information, including account names, from the Project; (e) sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost or otherwise use the Project in any way for any public or commercial purpose without our prior written consent; or (f) or attempt to interfere with the operation of any part of a Project.

## Content

You agree not to submit information or data to Projects that:

1. is or could be harmful to someone;
2. is illegal or violates another party's rights (including confidentiality, privacy or intellectual property rights);
3. is not accurate or is untrue; or
4. depicts or is about someone else, without their express permission to use their name, likeness or other information about them in your submission.

We do not review or edit content in Projects, by you or Researchers other than us. We take no responsibility for anything you submit, nor anything to which you might be exposed, in Projects, even if it is offensive, inappropriate, or indecent. You agree that we will not be liable for any damages you allegedly incur as a result of content in Projects.

We reserve the right, but are not obligated, to reject and/or remove any content from Projects, in our sole discretion, including for violating this Agreement.

Us and Researcher's only obligations to compensate you for your submissions are described within Projects. You confirm that your submissions to Projects are not and not intended to be covered by any guild, union, collective bargaining or similar agreement and there will be no residual or any other type of payment due from us or any Researcher to you, to any third party, guild, or union, or pursuant to any collective bargaining agreement, in connection with your participation in Projects.

## Comments about the Projects

You may send us comments or ideas about the Projects or our business. You agree your disclosure is unsolicited, unrestricted, and that you assign any rights in such comments or ideas to us, without payment to you.

# Copyright Complaints & Copyright Infringement Policy

We respect the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please read our Copyright Infringement Policy:

AmbassCo is committed to respecting the rights of copyright holders. AmbassCo responds to notices of copyright infringement in accord with the Digital Millennium Copyright Act (“DMCA”). If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our designated Copyright Agent (specified below) the following information.

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- Your address, telephone number, and email address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.
- Please note that this procedure is exclusively for notifying us that your copyrighted material has been infringed.

AmbassCo’s designated Copyright Agent for notice of claims of copyright infringement can be found in “Contact Us” below.

## Export Restrictions

You acknowledge that AmbassCo is subject to U.S. export control laws and regulations. You represent that you are not a citizen of an embargoed or sanctioned country nor are you a prohibited or restricted end user under applicable U.S. export laws, regulations and lists. You will not use, export or allow a third party to use or export Projects in any manner that would violate applicable law, including but not limited to applicable export control laws and regulations. You further agree to comply with U.S. export laws concerning the transmission of technical data and other regulated materials via Projects.

## Resolution of Disputes

AmbassCo's goal is to resolve any dispute between you and AmbassCo quickly and cost-effectively. Accordingly, you and we agree that we will resolve any problem that arises in accordance with this section. Before resorting to these alternatives, you agree to first contact us directly to try to resolve the problem.

*Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Francisco, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.*

## Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.

AmbassCo and you agree that

AmbassCo and you will resolve any claims on an individual basis, and that any claims brought under this Agreement or in connection with Projects will be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding. AmbassCo and you further agree that AmbassCo and you will not participate in any consolidated, class, or representative proceeding (existing or future) brought by any third party arising under this Agreement or in connection with Projects. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that a lawsuit can proceed on a class basis, then the claims must be litigated in federal court located in San Mateo County, California.

## Term; Termination and Suspension; Survival

This Agreement will become effective when you accept it electronically, and will continue until terminated by you or us. Also, either party may terminate this Agreement by notifying the other party.

We may issue a warning, or temporarily suspend, indefinitely suspend or terminate your participation in Projects, for any reason, including if: (a) you breach any terms and conditions of this Agreement or the information incorporated herein by reference, including our written policies and procedures posted on the Project or linked here; (b) we suspect or become aware that you have provided false or



misleading information to us; (c) we believe in our sole discretion that your actions may cause legal liability for you, AmbassCo, a Researcher, or other Project participants or are contrary to the interests of the Project; or (d) you breach the letter or spirit of any Researcher terms and conditions for a Project in which you participate. Once indefinitely suspended or terminated, you may not continue to participate in Projects.

When your ability to participate in Projects is terminated for any reason, you may no longer have access to data, messages, files and other material you submitted in previous Projects. That material may be deleted by AmbassCo. Even after this Agreement is terminated, any provisions of this Agreement, which by their express language or by their context are intended to survive the termination of this Agreement (including without limitation, provisions governing indemnification, limitations on liability, disclaimers of warranty, ownership of intellectual property and data), will survive such termination.

## Warranty Disclaimer

The Projects and all content in Projects are provided “as is,” as available, and without any warranties or conditions (express or implied, including the implied warranties of merchantability, accuracy, fitness for a particular purpose, title and non-infringement, arising by statute or otherwise in law or from a course of dealing or usage or trade). Some states and jurisdictions do not allow for all the foregoing limitations on implied warranties, so to that extent, if any, some or all of the above limitations may not apply to you.

## LIMITATION OF LIABILITY

IN NO EVENT SHALL AMBASSCO OR RESEARCHERS WHO OFFER PROJECTS BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF AMBASSCO OR A RESEARCHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE. THIS INCLUDES, BUT IS NOT LIMITED TO, NOT BEING LIABLE FOR ANY DAMAGES RELATED TO UPLOADING, DOWNLOADING OR RUNNING MOBILE OR OTHER APPLICATIONS, INCLUDING POOR PERFORMANCE ISSUES, “CRASHES” IN OPERATING SYSTEMS, INTERRUPTION OR DENIAL OF SERVICE, LOSS OF DATA, OR ANY OTHER ADVERSE EFFECT TO YOU AS A RESULT OF USING OR ATTEMPTING TO USE AMBASSCO’S SERVICE OTHER THAN THAT WHICH IS DUE TO OUR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE. IN ANY CASE, THE TOTAL AGGREGATE

LIABILITY OF AMBASSCO OR AN APPLICABLE RESEARCHER TO YOU ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY USE OF AMBASSCO'S SERVICE SHALL BE LIMITED TO THE GREATER OF (A) TOTAL COMPENSATION PAID TO YOU OVER THE PREVIOUS TWELVE (12) MONTHS PRIOR TO THE DATE WHEN THE CLAIM AROSE OR (B) \$100. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR ALL THE FOREGOING EXCLUSIONS AND LIMITATIONS OF DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO TO THAT EXTENT, IF ANY, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## Indemnity

You agree to defend, hold harmless and indemnify AmbassCo, its officers, directors, affiliates and their respective partners, employees and agents and, as applicable, Researchers from and against any and all losses, claims, costs, expenses, damages and other liabilities, including attorneys' fees, arising from a third party against any of those indemnified parties related to: (a) your participation in Projects; (b) any breach of contract or other claims made by Researchers with which you conducted business through participation in Projects; (c) your breach of any provision of this Agreement or a Researcher's Additional Terms; (d) any liability arising from the tax treatment of payments or any portion thereof; or (e) bodily injury or death of any person or damage or destruction to real and/or tangible personal property, to the extent directly, indirectly or proximately caused by your poor judgment, illegal acts or negligent or willful acts or omissions. Any such indemnification will be conditioned on our: (i) notifying you in writing of any such loss, claim, cost, expense, damage or other liability or threat of any thereof; (ii) cooperating with you in the defense or settlement thereof; and (iii) allowing you to control such defense or settlement. We will be entitled to participate in such defense through our own counsel at our own cost and expense. We reserve the right to report any wrongdoing of which we become aware to the applicable government agencies or otherwise.

## Communications from AmbassCo to You

We will communicate with you by email or text message about Projects. You consent to receive communications from us electronically. You will be considered to have received a communication when we send it to the email address you have provided to AmbassCo. You must notify us in the event that you change your primary email address and you must regularly check your primary email address for Projects. If you fail to respond to an email message from AmbassCo regarding a violation, dispute or complaint within two business days, we have the right to terminate or suspend your participation in Projects.

# Communications from You to AmbassCo

All notices to AmbassCo intended to have a legal effect concerning this Agreement must be in writing and delivered either in person or by a means evidenced by a delivery receipt, to the address listed in “Contact Us” below. Notices to AmbassCo are deemed effective upon receipt.

## Miscellaneous Terms and Conditions

We will not be considered to have modified or waived any of our rights or remedies under this Agreement unless the modification or waiver is in writing and signed by an authorized representative of Ambassco. No delay or omission by AmbassCo in exercising rights or remedies will impair any rights or be construed as a waiver.

You will not transfer, assign or delegate your rights or obligations (including your account) under this Agreement to anyone without our express written permission. We may assign this Agreement in our sole discretion.

This Agreement, together with any other legal notices and agreements published via the onboarding process, will constitute the entire agreement between you and AmbassCo. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect.

Projects are controlled and operated from Ambassco’s facilities in the United States. We make no representations that Projects are appropriate or available for use in other locations. Those who access Projects from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use or access our Projects if you are located or resident in a country or territory that is, or whose government currently is, the target of sanctions, embargoes or trade restrictions imposed by any U.S. government authority, or you are a foreign person currently included on the List of Specially Designated Nationals and Blocked Persons or the Foreign Sanctions Evaders List maintained by the U.S. Treasury Department’s OFAC.

Neither you nor AmbassCo will be responsible for the failure to perform or any delay in performance of any obligation in this Agreement due to any conditions beyond the reasonable control of such party. The time for performance will be extended by the period of such delay.

The boldface paragraph headings in this Agreement are included for ease of reference only and have no binding effect. This Agreement supersedes all prior agreements between the parties regarding the subject matter contained herein.

Researchers are intended third party beneficiaries of this Agreement as it pertains to your obligations under this Agreement, and will have the right to enforce this Agreement directly against you in their own names or jointly with AmbassCo.

## Information or Complaints

Under California Civil Code Section 1789.3, California participants in Projects are entitled to the following consumer rights notice: If you have a question or complaint regarding Projects, please send an email to the email address listed below. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Suite N112, Sacramento, CA 95834, or by telephone at (800) 952-5210. Please refer to the “Contact Us” section below.

## Ambassador Privacy Policy

AmbassCo, Inc. (“AmbassCo,” “Company,” “we,” “our,” or “us”) is an online venue where AmbassCo and other companies or groups (each a “Researcher”) share opportunities for individuals (each a “Ambassador” or “you”) to participate in online based research Projects and surveys (collectively, “Projects”). You understand that your Personal Data, including any data you provide, is processed by AmbassCo in the United States. As used in this Privacy Policy, “you” and “your” refer to you, as an Ambassador.

### **Introduction**

This privacy policy (“Privacy Policy”) explains how we collect, use, disclose and transfer information collected from you, including information that we collect when you register as an Ambassador, and information that you submit Ambassador Profile Information (as defined above in the “Ambassador Profile Information”) or participate in Screeners and/or Projects (each, as defined below). This Privacy Policy does not cover any information collected at any other website or application. Please review this Privacy Policy carefully. If you, as a potential Ambassador, do not agree, you should not register to become an Ambassador.

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## **1. What Information Do We Collect and From What Sources Do We Collect It?**

### **Required Registration Information**

You must complete our application and the onboarding process as outlined in your acceptance email in order to access the Project opportunities. Submitting Ambassador Profile Information requires you to provide at least a phone number, email, first name, last name, birthdate, state, (“Profile Information”).

### **Ambassador Profile Information**

We may also infer data about you from your Project Entries, or from third party sources, and append that data to your Ambassador Profile. Optional information that you choose to provide may be considered Sensitive Data. “Sensitive Data” means information specifying racial or ethnic groups, political opinions, religious or philosophical beliefs, trade union memberships or information specifying the sex life of an individual. We process this information in accordance with applicable legal requirements. While it is optional to provide this additional profile information, it helps AmbassCo identify you for possible Projects, and therefore helps you have the best possible experience in our network. You may update, change or delete the additional profile information you

provide through reaching out to us at any time. If you need help, you may contact [jobs@ambassco.com](mailto:jobs@ambassco.com) and we will help you. The information described above is called “Ambassador Profile Information.” By filling out a screener to participate in a Project, you understand and acknowledge that AmbassCo and Researchers will be able to view and use Ambassador Profile Information as outlined in this Privacy Policy, which may allow AmbassCo to identify you.

### **Information Provided by You in Response to Projects and Screeners**

If you participate in a Project, we will ask you to submit information, which may include photos, pre-recorded videos, screenshots, reviews, interviews, panel discussions, or answers to survey questions (collectively, “Project Entries”). Similarly, we sometimes send surveys (“Screeners”) to prospective Ambassadors for potential Projects that request additional information (“Screener Data”). You may or not be compensated for submitting Screener Data.

Participating in any Project or Screener is optional. However, when you submit any Project Entries or Screener Data, you understand and are allowing AmbassCo and the applicable Researcher to use such information, excluding your personal contact information, as described in this Privacy Policy, including for the Researcher’s own business purposes.

### **Payment and Tax Information**

We collect PayPal, Venmo, or analogous account information in order to compensate you for Projects or Screeners. Ambassadors whose earnings exceed certain amounts may be required to provide updated address and social security details to allow AmbassCo Inc., Paypal, or similar parties to send you certain tax documentation.

## **2. How Do We Use the Information Collected?**

We may use your information:

- to process transactions or payments that you have requested or agreed to receive;
- to process your registration as an Ambassador, including verifying your information;
- to establish and conduct Projects on behalf of Researchers or AmbassCo, or Projects by Researchers, including to:

- provide Researchers with Project Data and certain Screener Data for Researchers to use for their own business purposes, pursuant to our contract with you (the Ambassador Terms and Conditions);
- search for you, determine if you qualify for, and contact you about participating in Screeners or Projects;
- analyze and synthesize research findings from Screener Data or Project Entries within a Project;
- Contact you regarding Project opportunities and reminders about Project processes
- to analyze, enhance or improve our Project processes;
- to customize your experience with Projects, or to provide you specific content that is most relevant to you;
- to contact you (such as via email) and/or our policies;
- to send offers and promotional materials related to the us;
- for AmbassCo advertising, marketing, publicity and promotional activities;
- for internal business purposes;
- for other purposes disclosed at the time you provide your information;
- to comply with any procedures, laws and regulations which apply to us, to comply with our legal obligations or, otherwise, where it is necessary for our legitimate interests or the legitimate interests of others;
- for security and fraud detection purposes, including by detecting, protecting against, and prosecuting security incidents, fraud, and illegal activity, or
- to establish, exercise or defend our legal rights where it is necessary for our legitimate interests or the legitimate interests of others.

We reserve the right to create and use anonymous information—information that cannot reasonably identify you or your device or as otherwise defined by applicable law—for any purpose and to disclose such information to third parties in our sole discretion.

### 3. How and When Do We Disclose Information to Third Parties?

#### **Researchers**

When you participate in and are subsequently compensated for participating in Projects, you agree to assign all right, title, and interest in all your Project Entries and related Screener Data, and certain Ambassador Profile Information, to AmbassCo and the applicable Researcher, and all such information belongs to AmbassCo and/or the applicable Researcher. You expressly consent to AmbassCo sharing certain Ambassador Screener Data and Project Entries with a Researcher,

including any applicable Sensitive Data that you include in your Ambassador Profile Information. Researchers may be located in different United States jurisdictions with different data protection standards than where you reside. As an Ambassador, you can withdraw or modify your consent to our future collection, sharing and processing of your Ambassador Profile Information at any time, by reaching out to us and asking to adjust your profile data, or asking to remove your profile data by emailing [jobs@ambassco.com](mailto:jobs@ambassco.com).

We disclose certain Ambassador Profile Information, certain Screener Data, and all Project Entries to the applicable Researcher or Researchers for the Project. AmbassCo grants Researchers unlimited rights to use Project Entries and the disclosed Screener Data and disclosed Ambassador Profile Information for Ambassador applying for and/or participating in Projects for any business purposes (including research and marketing purposes), subject to applicable legal requirements and any restrictions set forth in this Privacy Policy.

Typically AmbassCo does not disclose your contact information to Researchers. At times certain Projects will prompt that you have to disclose your phone number and/or email address or to a Researcher if you participate in a Project that requires that information to identify you.

### **Service Providers**

We may use service providers to perform certain services on our behalf, such as survey software to conduct screening surveys, google meet to conduct virtual interviews, etc. We may provide service vendors with access to certain of your information to carry out the services they are performing for us. Our service providers are not permitted to use your information other than for performing services for AmbassCo.

### **Administrative and Legal Reasons**

We may access, use, preserve, transfer and disclose your information including disclosure to third parties: (i) to satisfy any applicable law, regulation, subpoenas, governmental requests or legal process if in our good faith opinion such is required or permitted by law, including to meet national security or law enforcement requirements; (ii) to protect and/or defend our agreements with our users and our policies, including investigation of potential violations thereof; (iii) to protect the safety, rights, property or security of the AmbassCo or any third party; and/or (iv) to detect, prevent or otherwise address fraud, security or technical issues. Such disclosures may be carried out without notice to you.

### **Business Transfer**



We may disclose your information to our parent, subsidiaries and affiliates for internal reasons. We also reserve the right to disclose and transfer all such information: (i) to a subsequent owner, co-owner or operator of applicable databases; or (ii) in connection with a corporate merger, consolidation, restructuring, the sale of substantially all of our equity and/or assets or other corporate change, including, during the course of any due diligence process.

### **User Generated Content**

Project entries may request you to submit ideas, photographs, videos, writings, pictures, data, questions, comments, suggestions or other feedback.

### **With Your Consent**

We disclose your information to third parties for any other purpose disclosed by us at the time you provide the information. If you consent to receiving information and/or marketing offers directly from third parties, your information will be disclosed to such third parties and subject to their privacy policies. You will need to contact any such third parties directly to opt out of communications from them.

## **4. Legal Basis for Use of Your Information**

The legal basis for using your information as set out in this Privacy Policy is as follows:

- As necessary to perform our obligations under our contract with you, such as to comply with the Ambassador Terms and Conditions between you and AmbassCo and to provide data to Researchers;
- On the basis of implied or express consent, such as to process certain of your information or to send you certain information, including certain marketing communications; and/or
- For our legitimate interests or the legitimate interests of others, for example, to inform you about Projects for which you might qualify, to ensure the security of our website, operate our business and our website, respond to your questions, engage in certain marketing, make and receive payments, prevent fraud, conduct analysis, improve our process or services, enforce our legal terms, engage in a business change (e.g., sale, merger), and create anonymized data.

## **5. Rights and Choices**

### **Accessing, Correcting and Deleting AmbassCo Data**

You are responsible for the accuracy of the Screener data you submit to us. Except as described herein, Project screening surveys will allow you to update any personal Information at any time. For automatically collected information, you also can exercise certain opt-out rights by following the instructions above or by contacting us as set forth in “Contact Us” below.

### **Marketing Communications**

You can unsubscribe from marketing emails we send to you by clicking the “unsubscribe” link they contain or by replying to us “unsubscribe”. Please note that even though you may opt-out of receiving marketing-related communications from us, we may still send you transactional or administrative messages.

### ***Financial Incentives***

AmbassCo provides certain rewards, discounts, products, compensation, or other incentives for Ambassador’s to participate in Projects (and in some instances in Screeners), which involve the provision of personal information by Ambassadors to AmbassCo and to Researchers. When you participate in a Project, you agree to the terms of that Project (e.g., number of “feed” reactions). The specific incentive offered is made available to you when you decide to participate in a Project and varies depending on the Project. Participation in Projects and Screeners is completely voluntary. If you decide you don’t want to participate, you can refrain from submitting responses to a Project, and/or you can notify the AmbassCo team that you’d like to remove yourself via our contact [jobs@ambassco.com](mailto:jobs@ambassco.com).

### **Shine the Light Disclosure: Your California Privacy Rights**

California Civil Code Section 1798.83 permits those who access the Service who are California residents to request and obtain from us a list of what Personal Information (if any) we disclosed to third parties for their direct marketing purposes in the preceding calendar year. We do not provide your personal information (as defined by 1798.83) to third parties for their direct marketing purposes.

## **5. Information Relating to Children Under the Age of 13**

The service is not intended for use by children under 13 years of age. No one under the age of consent specific to that jurisdiction may open an account, and entering a false birthdate is a violation of AmbassCo’s Ambassador Terms and Conditions. We do not knowingly process information of those under the age of 13. If we learn that we have collected or received Personal Information from a child under 13 without parent or guardian consent, we will take reasonable steps

to delete that information. If you believe that we might have any Personal Information from or about a child under 13 please contact us as provided in the “Contact Us” section below.

## 6. How Information Is Protected

We will take reasonable precautions to ensure that your personal information is kept private. We implement physical, technical, and administrative measures to protect your information stored within our databases, and we restrict access to such information to those employees who need access to perform their job functions, such as our customer service personnel and technical staff.

Despite these efforts, please note that we cannot 100% ensure or guarantee the security of your information. Unauthorized entry or use, hardware or software failure, and other factors could compromise the security of your Information. As such, you acknowledge and accept that we cannot guarantee the security of your information transmitted through our services and that any such transmission is at your own risk.

## 7. Retention of Your Information by AmbassCo

We keep your information as long as reasonably necessary for the purposes for which it is processed. The length of time depends on the purposes for which we collected and use it and/or as required to comply with applicable laws.

## 8. Changes to This Privacy Policy

We reserve the right to change this Privacy Policy at any time. If we make material changes to this Privacy Policy, we will provide notice to you on our website or by some other means, such as e-mail. Please review the changes carefully. If you agree to the changes, simply continue to use the service. If you object to any of the changes and no longer wish to use the Service, you may deactivate your account. Unless stated otherwise, our current Privacy Policy applies to all information we have about you or your profile. Using the service after a notice of changes has been communicated to you will constitute consent to the changed terms or practices.

## 9. Contact Us

If you have any questions about: (a) access to your information; (b) the collection, use, management or disclosure of your information; or (c) this Privacy Policy, you should contact us by e-mail as follows:

*Head of Partnerships & Operations*

*AmbassCo, Inc.*

*1155 Barroilhet Dr.*

*Hillsborough, CA 94010*

[jobs@ambassco.com](mailto:jobs@ambassco.com)