

## Privacy Policy [updated April 7, 2021]

### OVERVIEW

The use of the Bloomrail application and Service (the “Service”) provided by our company (“we,” “us,” “Bloomrail”) is subject to the provisions of this privacy policy (“Policy”), including any updates. This Policy is incorporated into and is subject to our ToS (“Terms”). If there are any inconsistencies between this Policy and our Terms, this Policy will control. If you do not agree with any aspect of this Policy, you must not use the Service.

This Policy, together with our ToS, and any other underlying agreements or terms, explains how any data we collect from you, or that you provide to us, will be processed by us. By using our Service you are accepting the practices described in this Policy. This Policy also describes the manner in which we process, use and disclose information that you provide to us when you use our Service.

By using this Service, you consent to the use of the information that you provide to us in accordance with this Policy. We may update this Policy from time to time, so please review this Policy regularly. If we materially alter our Policy, we will notify you of such changes by posting a notice on our Service. Your continued use of the Service will be deemed your agreement that your information may be used in accordance with the new policy. If you do not agree with the changes, then you should stop using the Service, and you should notify us that you do not want your information used in accordance with the changes.

### YOUR AGREEMENT WITH US

You affirm that you (1) are at least eighteen (18) years old; (2) are a United States resident; (3) have authority to agree to this Privacy Policy; and (4) are competent and capable of understanding, agreeing to, and complying with this Privacy Policy.

By interacting with our Service, you signify that you have read, understand, and agree to the terms of this Policy. You agree that this Policy is supported by reasonable and valuable consideration (which consideration includes your use of our Site), and you acknowledge your receipt of and the sufficiency of the consideration.

When you are no longer an active user of the Service, we may continue to use and share your information as described in this Policy.

In this Policy, we use the terms “personal information,” “your data,” or similar to describe information that can be associated with a specific person and used to identify that person. We do not consider this to include information that has been aggregated and/or anonymized so that it does not identify a specific user. We will own any and all such aggregated and anonymized information. “Personal information,” “your data,” or similar for purposes of this Policy does not include (and our commitments in this Policy therefore do not apply to) information that would be visible to other users of our Service or visitors to our website.

## SHARING OF YOUR DATA

Our use of the personally identifiable information we collect is limited to what is reasonably necessary to provide you with the Services, to communicate with you, to market the service and related services to you, and to manage your user account. We do not sell, lease, or share your personally identifiable information with anyone other than the service partners described in this Policy and our terms of service, and the relevant members of our team and supporting providers, as necessary to provide our Service.

We share data with our service providers, including other e-commerce services, ad networks, analytics companies, payment processing companies, and hosting partners. We also share information we have about you for the purposes described in this Policy, including to provide the Service, to provide information to other necessary contributors to the Service as relevant to your particular uses.

We do not otherwise sell, license, or share information that identifies our users with any other individuals or entities. However, we may share your information with affiliated businesses, third parties as necessary to provide the Service to you, or in response to legal process, legal requests, insurance claims, damage incidents, claims that any content violates the rights of third parties, or as otherwise required by law or for protection of the rights, property, or personal safety of our users, us, third parties, or our personnel.

## COLLECTION OF INFORMATION AND USE OF COOKIES

In operating our Service, we collect information from you and that you provide to us, when you create an account, share data with us to facilitate the Service, or visit our website or access our Software. For example, when you create an account with us we collect your name, e-mail address, contact information, and your business information. We may use device IDs, cookies, and other signals, including information obtained from third parties, to associate browser sessions, accounts, and/or devices with you. We also collect information from you when you communicate with us or with others via the Service, or when you post, comment, upload or store content.

We store and process all content, messaging, projects and their data, and service offering information. This allows us to develop and deliver features and content.

When you interact with our Service, you share your information with us, including your payment, location, and necessary user account information, and payment processing and data processing partners.

## HOW WE USE THE INFORMATION

We use the data we collect to operate and improve offerings through the Service; to help authenticate your identity when you visit and transact with the Service; to prevent fraud; to remember your preferences and registration information; to present, help measure, and research the effectiveness of our various offerings; to customize e-mail communications (by determining which e-mails you open and act upon); and to customize the content provided to

you. We may recognize your devices to provide you with personalized experiences and relevant content across the devices you use.

We are able to deliver, personalize, and improve our Service by using the data we have about your activities and interests. We may use this data to maintain and improve the Service, fulfill your requests and when authorized by you, contact you, and detect and defend against fraudulent, abusive, or unlawful activity.

We will not use information we collected for materially different, unrelated, or incompatible purposes without providing you with notice and/or updating this Privacy Policy.

#### CONTROLS

You have the ability to manage or review your account information, marketing preferences, and user data. For any of these controls or opt-outs, please contact us at <https://bloomrail.com/contact>

By contacting us, you can do any or all of the following (a) edit your account information and settings, including profile and contact data; (b) unsubscribe from marketing messages or newsletters; (c) opt out of ad network functions; (d) access, manage, and remove geo-location information associated with your account; (e) delete your account login credentials; (f) make your account inaccessible, and/or (g) remove or anonymize any content you have posted to the Service or shared with others on the Service.

#### BUSINESS TRANSFERS

If the ownership or control of the Service changes as a result of a commercial transaction, we may transfer your information to the new owner, subject to this Policy or its then-current version.

#### SECURITY AND RETENTION

We have technical and physical safeguards in place to help protect your information. We use industry standard or better encryption when transmitting certain information, such as financial services information or payment information. As you know, no information storage or data transmission system is entirely secure. We also rely on our users to protect their own accounts and personal data, including passwords and login credentials. The transmission of your information through our Service is at your own risk.

#### PAYMENT PROCESSING

Third-party payment service providers manage and process all payment transactions for our Service. We do not receive, process, store, or view any payment account or credit card information.

If you access third party Services through our Service, you are consenting to the terms and privacy policies of those Services. We do not accept any responsibility or liability for those third parties or their policies whatsoever as we have no control over them.

## USERS' AGE

The Service is for use by persons over the age of 18. We do not knowingly collect or maintain personally identifiable information on the Service from persons under 13 years of age, and no part of our Service is directed to persons under 13. If you are under 13 years of age, then please do not use, access or submit any information to the Service at any time or in any manner. If we learn that personally identifiable information of persons under 13 years of age has been collected on the Service without verified parental consent, we will take the appropriate steps to delete this information.

By using our Service, you affirm that you are over 13 years of age. We are not liable for any damages that may result from a user's misrepresentation of his or her age. Parents or legal guardians of children under 13 cannot agree to these Terms on their behalf.

EU Age Limitation: Due to the data and privacy laws in the European Union, we do not ask for or knowingly accept personally identifiable data from EU users under the age of 16. If you are a resident of the EU, by using our Service, you affirm that you are over 16 years of age. We are not liable for any damages that may result from a user's misrepresentation of his or her age. If we learn that personally identifiable information of residents of the EU under 16 years of age has been collected on the Service without verified parental consent, then we will take the appropriate steps to delete this information.

## AD NETWORKS

This Service and our site may use remarketing services to advertise on third party platforms (including Google) to previous visitors to our site. This could be in the form of an advertisement on the Google search results page, or a Service in the Google Display Network, or on another third-party site or app. Third-party vendors may also use cookies to serve ads based on past visits to our site.

## U.S. COMPANY, CROSS-BORDER DATA

The Service is hosted in the United States. At this time, it is exclusively available in the United States. If you are outside the United States and submit any information to us, you are transferring your personal information to the United States and you consent to that transfer, subject to the terms of this Policy. Wherever you are when accessing and interacting with the Service, you agree that we may display data about our users' fundraising efforts in multiple countries and worldwide via the Service, and that the data collected by us under the terms of this Policy may cross international borders.

## CALIFORNIA PRIVACY RIGHTS

If you reside in California and have provided personally identifiable information to us, you may request information about our disclosure of certain categories of personal information to third parties for their direct marketing purposes under California's Shine the Light law. Such requests must be submitted to us at [info@bloomrail.com](mailto:info@bloomrail.com) or (833) 256-7245.

If you are a resident of California, effective January 1, 2020, you have the following rights under the California Consumer Privacy Act of 2018 (“CCPA”):

to know what categories of personal information about you we have collected and used, including how the personal information was collected;

to know what categories of personal information is being sold or disclosed and if it is being sold or disclosed to third parties and a list of categories of information that are sold, or to know that your personal information has not been sold;

to access your personal information, including the right to download or transfer personal information collected during the previous 12 months (click here for more information on “Access to Specific Information and Data Portability Rights)

<https://bloomrail.com/assets/documents/policy/brPrivacyPolicyCCPA.pdf>

to request that your personal information be deleted (click here for more information on “Deletion Request Rights”)

<https://bloomrail.com/assets/documents/policy/brPrivacyPolicyCCPA.pdf>; and

to equal service and equal price for goods or services even if you exercise your rights under the CCPA.

While California residents have the right to opt-out of the sale of their personal information under CCPA, we do not sell personal information to any third parties, and therefore, we have not included a “Do Not Sell My Personal Information” link on our Site. If our practices change, we will update this Privacy Policy and take any other necessary action to comply with applicable law.

If you are a California resident and you want to exercise any of your rights as set forth above, please contact us at (833)256-7245 or submit your request at <https://bloomrail.com/contact>. For all requests, it is helpful to put the statement “California Privacy Rights” in the body of your request, describe the nature of your request, and provide your name, street address, city, state, and zip code. In your request, you need to attest to the fact that you are a California resident and provide a current California address for our response. For more information click here <https://bloomrail.com/assets/documents/policy/brprivacyPolicyCCPA.pdf>.

We will not discriminate against you for exercising any of your CCPA rights.

#### CONTACT INFORMATION FOR QUESTIONS, COMPLAINTS AND COMMENTS

If you have any questions, comments, or complaints regarding this Policy, please use the CONTACT US link on our web site or email us at [admin@bloomrail.com](mailto:admin@bloomrail.com).