

TERMS OF USE

April 5, 2019

Rise of Broken Women, Inc. ("Rise of Broken Women," "we," "us," or "our") welcomes you. We invite you to access and use our online services ("Services"), which are made available to you through a variety of portals, mobile apps, and platforms, including <https://www.riseobrokenwomen.org> (the "Website") and collectively with any such other platforms, (the "Platform").

We provide our Services to Visitors and Registered Users (as defined below) subject to the following Terms of Use, which may be updated by us from time to time without notice to you. The Terms of Use are a binding agreement between you and Rise of Broken Women. Your access to and continued use of certain areas within the Website located at <https://charitynavigator.org> (including any successor sites), including any portions of the Website that require registration, constitutes your reading, understanding and acceptance, without limitation, of the terms and conditions of the Terms of Use. You agree to be legally bound by these Terms of Use and our Privacy Policy, which is hereby incorporated by reference (collectively, the "Agreement"). If you do not agree to any of these terms, then please do not use the Services.

Capitalized terms not defined in these Terms of Use shall have the meaning set forth in our Privacy Policy.

1. Description and Use of Services

Rise of Broken Women helps donors make informed giving decisions and enables charities to demonstrate their commitment to proper stewardship by, among other things, evaluating and publishing financial ratings of charities through a searchable database of information that Rise of Broken Women has collected, compiled, and assembled about Section 501(c)(3) organizations ("Rise of Broken Women Database")

We provide Visitors, Registered Users, and Charity Representative Users with access to the Services as described in this Agreement.

Visitors. Visitors, as the term implies, are people who don't register with us, but want to view various webpages and see what the Services are all about. No login is required for Visitors. Visitors can: (a) view all publicly-available content, including, without limitation, the Rise of Broken Women Database; (b) access and/or submit content to certain third-party applications (for example, by making donations to charities and publishing comments on charities' profiles) ("Third-Party Applications"); and (c) e-mail us.

Registered Users. Login is required for all Registered Users, who are able to access and utilize the same functions as Visitors, and: (a) flag charities of interest in their own charity "portfolio"; (b) update their accounts; and (c) sign up for Rise of Broken Women's newsletter, alerts, and other notifications.

Charity Representative Users. Each charity is permitted to designate an official representative to manage its Rise of Broken Women profile, who is able to access and utilize the same functions as Registered Users, and: (a) update basic information about the applicable charity; (b) leave comments on the charity's page about its current rating; and (c) update accountability and transparency data in the Rise of Broken Women Database. For purposes of the Agreement, unless otherwise herein stated, the term "Registered User" shall include Charity Representative Users.

Rise of Broken Women is under no obligation to accept any individual as a Registered User, and may accept or reject any registration in its sole and complete discretion. In addition, Rise of Broken Women may deactivate any account at any time, including, without limitation, if it determines that a Registered User has violated the Agreement.

Use of Third Party Applications. Your use of Third-Party Applications is governed by the Agreement and any terms of use of such third parties. One such third party is Network for Good. In order to contact Network for Good in connection with any content or material on its site or otherwise in connection with its services or activities, please email donationsupport@networkforgood.org. For more information, please see Network for Good's [Privacy Policy](#) and [Terms & Conditions](#).

2. Community Rules ("Community Rules")

The Rise of Broken Women's community, like any community, functions best when its users follow a few simple rules. By accessing and/or using the Services, you agree to comply with these Community Rules, including when you access Third-Party Applications through the Platform, and that:

- You will not use the Services for any unlawful purpose;
- You will not upload, post, e-mail, transmit, or otherwise make available any content that:
 - infringes any copyright, trademark, right of publicity, or other proprietary rights of any person or entity;
 - you do not have a right to make available under any law or under any contractual or fiduciary relationship (such as inside information, proprietary, and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
 - is defamatory, libelous, knowingly false, indecent, obscene, pornographic, sexually explicit, invasive of another's privacy, promotes violence, or contains hate speech (i.e., speech that attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and / or sexual orientation/gender identity); or
 - discloses any sensitive information about another person, including that person's e-mail address, mailing or permanent address, phone number, credit card information, or any similar information.

- You will not "stalk," threaten, or otherwise harass another User: Visitor or Registered User;
- You will not instigate or encourage others to commit illegal activities or cause injury or property damage to any person;
- You will be courteous, treating everyone with respect, as showing respect to others makes the community better for all members;
- You will not spam or use the Services to engage in any commercial activities, including, without limitation, raising money; advertising or promoting a product, service, website, or company; or engaging in any pyramid or other multi-tiered marketing scheme;
- You will not access or use the Services to collect any market research for a competing business or businesses;
- You will not acquire or attempt to acquire any resources or information through any means not intentionally made through the Services;
- You will not gather for the purpose of "spamming" any email addresses that users post in any public posting areas;
- You will not post any off-topic or irrelevant material to the Website;
- You will not violate any applicable local, state, national, or international law;
- You will not manipulate identifiers in a manner that disguises the origin of any content you transmit through any Communications Service;
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- You will not interfere with or attempt to interrupt the proper operation of the Services through the use of any means designed to interrupt, destroy, or limit the functionality of any computer software, hardware, telecommunications, or other equipment, or to cause a security breach of such software, hardware, telecommunications, or other equipment (such as a virus, worm, computer code, file, program, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Services through hacking, password or data mining, or any other means);
- You will not cover, obscure, block, or, in any way, interfere with any promoted messages and/or safety features (e.g., report abuse button) on the Services; and
- You will let the Rise of Broken Women know about inappropriate content by contacting info@riseofbrokenwomen.org with the subject line "TERMS OF USE." If you find

something that violates the Rise of Broken Women's Community Rules, let us know, and we will review the content for potential violation (provided, however, that Rise of Broken Women may not be able to and shall not be required to monitor or remove any content submitted through a Third-Party Application).

We reserve the right, in our sole and absolute discretion, to deny you access to the Services, or any portion of the Services, without notice, and to remove any content that does not adhere to these guidelines.

3. Permitted and Prohibited Uses

Permitted Uses. You may access and use the Website for which registration is not required as set forth herein. Certain areas within the Website may be accessed by you, but only after registering with the Website and providing the information requested through the Registration Process, as outlined below. You may access and use the Website for the following purposes:

- To learn about nonprofit organizations for the purpose of evaluating them as recipients of charitable donations including grants;
- To learn more or exchange information about specific nonprofit organizations or general issues of interest to the nonprofit community;
- To investigate nonprofit entities for purposes of providing goods or services to them or for entering into other types of business relationships with them;
- To fulfill your business or organizational mission of making charitable donations to nonprofit entities;
- To conduct comparative or other "best practices" research purposes;
- For your own internal business use; and
- In the case of governmental agencies, performing regulatory or research functions related to nonprofit entities.

Prohibited Uses. You may not:

- Use the Website other than as authorized by the Terms of Use;
- Use the Website for the benefit of any third party, other than as part of a Permitted Use;
- Republish or distribute information from the Website without Rise of Broken Women's express written consent;

- Modify information from the Website except in connection with a Permitted Use;
- Disassemble, decode, decompile, or otherwise reverse engineer the Website, including, without limitation, any interfaces or software programs comprising the Website;
- Take any action that would impede or interfere with the operation of the Website or alter Contents of the Website, or alter or interfere with any other content, website, or software that Rise of Broken Women owns or controls;
- Directly or indirectly, change, recompile, reframe, rent, sell, distribute or publish any of the Website, any database thereon and/or any content thereon, or any portion thereof, without explicit written consent from Rise of Broken Women;
- Use any data mining, robots, or similar data gathering and extraction methods with respect to the Website or any portion thereof; or;
- Use the Website directly or indirectly in competition with Rise of Broken Women in any way whatsoever.

4. Restrictions

The Services are available for individuals aged 13 years or older. If you are 13 or older, but under the age of 18, you should review the Agreement with your parent or guardian to make sure that you and your parent or guardian understand it.

5. Sign-In Name; Password; Unique Identifiers

During the registration process for Registered Users, we will ask you to create an account, which includes a sign-in name ("Sign-In Name"), a password ("Password"), and certain additional information that will assist in authenticating your identity when you log-in in the future ("Unique Identifiers"). When creating your account, you must provide true, accurate, current, and complete information. Each Sign-In Name and corresponding Password can be used by only one Registered User. You are solely responsible for the confidentiality and use of your Sign-In Name, Password, and Unique Identifiers, as well as for any use, misuse, or communications entered through the Services using one or more of them. You will promptly inform us of any need to deactivate a Password or Sign-In Name or change any Unique Identifier. We reserve the right to delete or change your Password, Sign-In Name, or Unique Identifier at any time and for any reason. Rise of Broken Women will not be liable for any loss or damage caused by any unauthorized use of your account.

6. Intellectual Property

The Services contain material, such as software, text, graphics, images, sound recordings, audiovisual works, and other material provided by or on behalf of Rise of Broken Women (collectively referred to as "Content"). Content may be owned by us or by third parties. Content is protected under both United States and foreign laws. Unauthorized use of Content may violate

copyright, trademark, and other laws. You have no rights in or to Content, and you will not use Content except as permitted under the Agreement. No other use is permitted without prior written consent from Rise of Broken Women. You must retain all copyright and other proprietary notices contained in the original Content. You may not sell, transfer, assign, license, sublicense, or modify Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use Content in any way for any public or commercial purpose. The use or posting of Content on any other website, other than through Third-Party Applications, or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of the Agreement, your permission to access and/or use Content and the Services automatically terminates and you must immediately destroy any copies you have made of Content.

The trademarks, service marks, and logos of Rise of Broken Women ("Rise of Broken Women Trademarks") used and displayed on the Services are registered and unregistered trademarks or service marks of Rise of Broken Women. Other company, product, and service names located on the Services may be trademarks or service marks owned by others ("Third-Party Trademarks," and, collectively with Rise of Broken Women Trademarks, "Trademarks"). Nothing on the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use Trademarks, without Rise of Broken Women's prior written permission specific for each such use. All goodwill generated from use of Rise of Broken Women Trademarks inures to our benefit.

Elements of the Services are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of Content may be retransmitted without our express, written consent for each and every instance.

Notwithstanding anything in this Section to the contrary, any charity that earns Rise of Broken Women's "Four Star" rating ("Four-Star Rated Charity") may use Rise of Broken Women's Four Star logo ("Four Star Logo") for so long as the Four-Star Rated Charity holds the Four Star rating, pursuant to and in accordance with the terms set forth at <https://www.riseofbrokenwomen.org> or such other URL designated by Rise of Broken Women from time to time, where information describing the terms by which Rise of Broken Women will grant charities limited rights to use the Four Star Logo is published, including hyperlinking the Four Star Logo to the Rise of Broken Women Website or the charity's respective profile on Rise of Broken Women's Website. Rise of Broken Women may modify such terms at any time by posting a modification on such URL, and any such modification shall go into effect thirty (30) days after it is so posted. It is the Four-Star Rated Charity's responsibility to check for such modifications on a regular basis.

Further, notwithstanding anything in this Section to the contrary, any party that chooses to include a hyperlink to the Website (the "Linking Party"), may use certain Rise of Broken Women logos (the "Linking Logos") in accordance with the terms set forth at <https://www.riseofbrokenwomen.org> or such other URL designated by Rise of Broken Women from time to time, where information describing the terms by which Rise of Broken Women will

grant parties limited rights to use the Linking Logos is published. Rise of Broken Women may modify such terms at any time by posting such modification on such URL, and any such modification shall go into effect thirty (30) days after it is so posted. It is the Linking Party's responsibility to check for such modifications on a regular basis.

7. User Submissions; Licenses

As noted above, the Services provide Visitors and Registered Users the ability to post and upload user content ("User Content"). You expressly acknowledge and agree that once you permit your User Content to be viewed by others, it will be accessible and viewable by them.

You retain all copyrights and other intellectual property rights in and to your own User Content. You do, however, hereby grant Rise of Broken Women a non-exclusive, royalty-free, perpetual, transferable, sub-license license to modify, compile, combine with other content and data, copy, record, synchronize, format, and index your User Content and display, perform, sub-license, commercialize, and make it available to others in all media now known or hereafter devised, including, without limitation, through the Platform.

If you submit User Content to us, each such submission constitutes a representation and warranty to Rise of Broken Women that such User Content is your original creation (or that you otherwise have the right to provide the User Content), that you have the rights necessary to grant the license to the User Content under the prior paragraph, and that it and its use by Rise of Broken Women does not and will not violate our community guidelines.

8. Communications With Us

Communications from Rise of Broken Women. You understand and agree that, as part of your Registration Process for and use of the Website, Rise of Broken Women may send to you certain communications from time to time, including (a) product announcements, including but not limited to announcements concerning modifications, enhancements, and/or upgrades to the Website; (b) service announcements, including but not limited to announcements regarding conditions or other possible interruptions that may affect use of and/or access to the Website and/or any services or other products offered by Rise of Broken Women; and (c) other administrative updates. You further understand and agree that your agreement to receive such communications is a condition of your use of the Website as a Registered User. Unless explicitly stated otherwise, any new feature that enhances or supplements the Website shall be subject to the Agreement.

Communications to Rise of Broken Women. Although we encourage you to contact us, we do not want you to, and you should not, send us any content that contains confidential information. As outlined in Community Rules, you should not send us any content that you do not have a right to make available under any law or under any contractual or fiduciary relationship (such as inside information, confidential and proprietary information, learned or disclosed as part of employment relationships or under nondisclosure agreements). With respect to all communications you send to us, including, but not limited to, feedback, questions, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques

contained in your communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of products and services that incorporate such information without any payment or obligation to you.

9. No Warranties; Limitations of Liability

WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENTS OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, CONTENT (INCLUDING, WITHOUT LIMITATION, ANY REVIEWS, RATINGS, OR FINANCIAL DATA), OR USER CONTENT. WE SHALL NOT BE SUBJECT TO LIABILITY FOR ANY DELAYS OR INTERRUPTIONS OF THE SERVICES FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE CONTENT, THE SERVICES, AND USER CONTENT AT YOUR OWN RISK.

WE DO NOT WARRANT THAT THE SERVICES WILL OPERATE ERROR-FREE OR THAT THE SERVICES, ITS SERVERS, ITS CONTENT, OR USER CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF CONTENT, USER CONTENT, OR THE SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WE SHALL NOT BE RESPONSIBLE FOR THOSE COSTS.

THE CONTENT, THE USER CONTENT, AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE, INABILITY TO USE, DISCLOSURE, DISPLAY, OR MAINTENANCE OF ANY CONTENT, USER CONTENT, OR THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

THE SERVICES MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR OTHER ERRORS LISTED ON THE SERVICES. WE RESERVE THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE SERVICES AT ANY TIME WITHOUT NOTICE

10. External Sites

The Services may contain links to third-party websites ("External Sites"). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

11. Representations; Warranties; and Indemnification

(a) You hereby represent, warrant, and covenant that:

- You own or have the necessary licenses, rights, consents, and permissions to all trademark, trade secret, copyright, or other proprietary, privacy, and publicity rights in and to your User Content and any other works that you incorporate into your User Content, and all the rights necessary to grant the licenses and permissions you grant hereunder;
- Use of your User Content in the manners contemplated in the Agreement shall not violate or misappropriate the intellectual property, privacy, publicity, contractual, or other rights of any third party; and
- You shall not submit to the Services any User Content that violates our community guidelines set forth above.

(b) You agree to defend, indemnify, and hold us and our officers, directors, employees, successors, licensees, and assign harmless from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from: (i) your breach of the Agreement; (ii) your access to, use, or misuse of Content, User Content, or the Services, and (iii) your violation of any third-party right, including without limitation any copyright, trademark, property, or privacy right. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

12. Compliance With Applicable Laws

The Services are based in the United States and intended for use in the United States. We make no claims concerning whether Content and/or User Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Services, Content, or User

Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

13. Termination of the Agreement

We reserve the right, in our sole discretion, to restrict, suspend, or terminate the Agreement and your access to all or any part of the Services, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Services at any time without prior notice or liability.

14. Digital Millennium Copyright Act

Rise of Broken Women respects the intellectual property rights of others and attempts to comply with all relevant laws. We will review all claims of copyright infringement received and remove any Content or User Content deemed to have been posted or distributed in violation of any such laws.

Our designated agent under the Digital Millennium Copyright Act (the "Act") for the receipt of any Notification of Claimed Infringement which may be given under the Act is as follows:

Rise of Broken Women, Inc.
Attention: DMCA
139 Harristown Rd., Suite 101
Glen Rock, NJ 07452

If you believe that your work has been copied on the Services in a way that constitutes copyright infringement, please provide our agent with notice in accordance with the requirements of the Act, including (i) a description of the copyrighted work that has been infringed and the specific location on the Services where such work is located; (ii) a description of the location of the original or an authorized copy of the copyrighted work; (iii) your address, telephone number and e-mail address; (iv) 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; (v) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (vi) an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

15. Miscellaneous

The Agreement is governed by the internal substantive laws of the State of New Jersey, without respect to its conflict of law's provisions. You expressly agree: (i) to submit to the exclusive personal jurisdiction of the state and federal courts sitting in the State of New Jersey; and (ii) that the Services shall be deemed passive that do not give rise to personal jurisdiction over Rise of Broken Women, either specific or general, in jurisdictions other than New Jersey. **YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES**

MUST COMMENCED BY YOU WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. If any provision of the Agreement is found to be invalid, or otherwise contrary to the law or equity, by a court of competent jurisdiction or terminated in accordance with the Termination provision above, you and Rise of Broken Women agree that such provision shall be automatically severed and the remainder of the Agreement that can be given effect shall continue to be given effect. The invalidity or termination of such provision shall not affect the validity of any other provisions outlined in the Agreement.

Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in the Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, the Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. The Agreement will inure to the benefit of our successors, assigns, licensees, and sub-licensees.