

E-SIGN DISCLOSURE

This E-Sign Disclosure (“**Disclosure**”) applies to all transactions and business dealings with Ponto. All capitalized terms not defined herein have the meanings given to them in the Ponto Terms of Service (available at ponto.org/legal/e-sign-disclosure) (the “**Terms**”).

BY CLICKING “CONTINUE,” SUBMITTING A TRANSACTION, CREATING AN ACCOUNT, OR BY ACCESSING OR USING THE SERVICE, YOU: (A) VOLUNTARILY AGREE TO THIS DISCLOSURE AND THAT YOU INTEND FOR THIS DISCLOSURE TO APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW TO VALIDATE OUR ABILITY TO CONDUCT BUSINESS WITH YOU BY ELECTRONIC MEANS; AND (B) CONSENT TO THE USE OF ELECTRONIC SIGNATURES AND TO RECEIVE COMMUNICATIONS FROM US ELECTRONICALLY.

YOU HEREBY REPRESENT AND WARRANT THAT: (A) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS DISCLOSURE, AND CONSENT TO RECEIVE COMMUNICATIONS ELECTRONICALLY AND TO THE USE OF ELECTRONIC SIGNATURES IN ACCORDANCE WITH THIS DISCLOSURE; (B) YOU ARE ABLE TO DOWNLOAD AND REVIEW FILES IN HTML OR PDF FORMAT AND HAVE INTERNET ACCESS TO SEND AND RECEIVE ELECTRONIC COMMUNICATIONS AND TO ELECTRONICALLY SIGN ANY WRITING SUBJECT TO THIS DISCLOSURE; (C) YOU UNDERSTAND AND AGREE THAT (1) CERTAIN COMMUNICATIONS MAY BE DELIVERED TO YOU IN PAPER FORM AND, IN THE FUTURE, SOME OR ALL OF THESE COMMUNICATIONS MAY BE DELIVERED ELECTRONICALLY IN ACCORDANCE WITH THIS DISCLOSURE, (2) YOUR CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS AND THE USE OF ELECTRONIC SIGNATURES DOES NOT AUTOMATICALLY EXPIRE, IS NOT LIMITED IN DURATION, AND APPLIES TO ALL TRANSACTIONS AND BUSINESS CONDUCTED BETWEEN YOU AND US UNDER THE TERMS, (3) YOU MAY INCUR COSTS AND EXPENSES FROM YOUR INTERNET SERVICE PROVIDER OR YOUR CARRIER WHEN ACCESSING OR VIEWING ELECTRONIC COMMUNICATIONS, (4) YOU ARE NOT REQUIRED TO TRANSACT ELECTRONICALLY AND MAY TERMINATE OR WITHDRAW YOUR CONSENT TO ELECTRONIC COMMUNICATIONS AND THE USE OF ELECTRONIC SIGNATURES AT ANY TIME IN ACCORDANCE WITH THIS DISCLOSURE, (5) WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS, LIABILITY, COST, EXPENSE, OR CLAIM BASED UPON OUR ACTING AND RELYING UPON YOUR CONSENT TO THIS DISCLOSURE, AND (6) COMMUNICATIONS MAY CONTAIN IMPORTANT INFORMATION OR DISCLOSURES CONCERNING YOUR ACCOUNT OR YOUR ACCESS TO OR USE OF THE SERVICE AND YOU WILL REVIEW SUCH COMMUNICATIONS IN A TIMELY MANNER.

1. Definitions.

1.1. “**Electronic Signature(s)**” means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.

1.2. “**Communication(s)**” means all notices, disclosures, statements, and other communications to be provided in connection with the Terms. Communications include, without limitation, any (a) disclosure statement governing your access to or use of the Service, (b) disclosures required by applicable law, (c) billing statements, Transaction receipts and statements, and account history reports, (d) letters, notices, and other messages regarding the Service and changes to the Terms, the Service, or our Privacy Policy (available at <http://ponto.org/legal/privacy>), and (e) other disclosures, notices, or communications in connection with your access to or use of the Service, your account on the Service, any support and maintenance services provided by us, or any Transaction in which you are a party.

2. **Legal Effect.** You and Ponto agree that the: (a) Electronic Signatures of either party are intended to authenticate the writing to which such Electronic Signatures are associated and to have the same legal force and effect as manual or handwritten signatures; (b) Communications sent or otherwise executed electronically by either party to the other party will have the same legal effect force and effect as Communications sent in writing; (c) any electronic Communications signed electronically by either party will have the same legal force and effect as manual or handwritten signatures; and (d) any Electronic Signature or electronic Communication will not be denied legal effect or otherwise be rendered unenforceable solely because it is in electronic form. In certain circumstances, applicable law may require that you provide us with written notice Communications, which must be provided to us in paper format unless we authorize electronic delivery of such notice Communications to us. You agree to waive any defenses related to the validity of electronic signatures and writings in general related to the Terms, Service, Communications, and any Electronic Signatures.

3. **Withdrawal.** The default delivery preference for users of the Service is to receive Communications through electronic delivery. You may withdraw your consent to receive electronic Communications, or to use Electronic Signatures, by writing to us at Ponto Software, Inc., Attention: Legal Department – Electronic Opt-Out, 155 Montgomery Street, Suite 700, San Francisco, CA 94104 or by emailing us at support@ponto.org. Your withdrawal of your consent to Electronic Signatures or to receive electronic Communications will be effective after we have had a reasonable period of time to process your withdrawal. YOU HEREBY ACKNOWLEDGE AND AGREE THAT ANY SUCH WITHDRAWAL OF YOUR CONSENT TO ELECTRONIC SIGNATURES OR TO RECEIVE ELECTRONIC COMMUNICATIONS MAY IMPACT YOUR USE OF THE SERVICE.

4. **Delivery.** To the fullest extent permitted under applicable law, electronic Communications may be provided to you by: (a) sending you an email to the email address associated with your account on the Service; (b) sending you a text message to the phone number associated with your account on the Service; (c) posting them on or through the Service; (d) sending push notifications to your mobile device; or (e) delivering them in another electronic format.

5. **Request for Paper Copies.** We will not send paper copies of any Communications unless you request it in accordance with this Section 5 or we otherwise determine that it is appropriate to do so. You can obtain paper copies of electronic Communications by printing it from the Service or requesting paper copies of electronic Communications by emailing us at support@ponto.org and including, as part of any such email, the Communication(s) you would like to receive in paper form and your current mailing address. You should print or download a copy of this Disclosure and any other electronic Communications important to you for your own records. We do not charge a fee for providing a paper copy of Communications.

6. **Updating Information.** You are responsible for providing us with true, accurate, and complete information relating to this Disclosure and your access to and use of the Service (including, without limitation, your email address, mailing address, and other contact information) and for promptly updating such information should it change at any given time. You can update your contact information by logging in to your account on the Service and following the instructions to update your contact information associated with your account.

7. **Technical Requirements.** In order to access, view, and/or retain copies of electronic Communications that we may provide or otherwise make available to you, you must satisfy the following technical requirements set forth below (“**Technical Requirements**”):

- an up-to-date, compatible device (such as a computer, tablet, or mobile device) with Internet access;
- a current, supported Internet browser (such as Chrome, Firefox, Safari, or Edge)
- a valid email account;
- an operating system on your compatible device that has features and functionalities capable of receiving, accessing, viewing, and displaying electronic Communications via text-formatted email or through necessary software applications (such as Adobe for viewing documents in PDF format or other software to view files in HTML format); and
- if you want to store or print Communications, a compatible device capable of storing and/or printing Communications that has sufficient local, electronic storage capacity to retain copies of Communications or a printer connected to such device to print such Communications

We will notify you of any changes to the Technical Requirements that create a material risk that you would not be able to access or retain electronic Communications. Continuing to access or use the Service after we notify you of such changes is deemed to be your acceptance of such changes and your re-affirmation of your consent to receive electronic Communications.

8. **Problems Accessing Communications.** If you have any problems viewing or accessing any Communications, please email us at support@ponto.org. Note that, if you have a spam filter or other email rules that block or re-routes emails from senders not listed in your email address book or list of contacts, you may be required to add relevant Ponto email accounts to your email address book or list of contacts in order to receive electronic Communications. From time to time, we may offer certain features and functionalities that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your Internet browser is not properly configured, we may provide you with a notice and advice on how to update your configuration.

9. **Reservation of Rights.** Ponto reserves the right, in its sole discretion, to discontinue the provision of electronic Communications and the use of Electronic Signatures, or to terminate or modify this Disclosure and the other terms and conditions governing our provision of Electronic Communications and the use of Electronic Signatures. We will provide you with notice of any such termination or modification as required by applicable law.