



TERMS OF SERVICE

As of June 15, 2020

America's Ticket ("AT," "we," "us"), makes meaningful political participation easy. By using our site services, all users, account holders, contributors, persons posting content or messages, donors, and organizations ("you") are agreeing to these Terms of Service with respect to all matters included in or relating to your use of any America's Ticket features, technologies, and/or functionalities offered on AT website, app, or through any other means. You are also agreeing to other rules and guidelines on our site, including the Privacy Policy and Code of Conduct. Those policies are incorporated into these terms by reference.

If you have questions about anything, you can always send us an email: info@americasticket.us With respect to campaign laws and regulations, we do our best to keep up with changing laws and to build easy compliance into our site and services, and everything that we do. We cannot, however, guarantee that all users of our site will, simply by agreeing to our terms and using our site and service as intended and according to these terms, necessarily comply with all state or federal laws by their activities on and off of the site and services. Each user and organization will therefore remain responsible for their own legal and regulatory compliance for all of their actions at all times.

America's Ticket is Responsible for its Site and Services

You acknowledge and agree that these terms are an agreement between you and AT, not with any third party, and that America's Ticket is solely responsible for its site and services. AT services and functions include:

- Fundraising and pledges to campaigns, party committees, political action committees (PACs), and campaign committees, using a payment processing service
- PAC contributions to campaigns and party committees, using a payment processing service
- Group formation and solicitation of contributions and pledges to those groups or to candidate supported by a group.
- Contributions to AT itself, using a payment processing service
- Polling functions
- Posting on connected social media sites and services via AT's application programming interface connections to those sites and services
- If you access AT using a mobile device, the device service provider is responsible for any costs of connection

Third Parties

Your use of AT may be subject to separate agreements you have with your device operating system provider (e.g., Apple, Google, Microsoft), manufacturer (e.g., Apple, Samsung), carrier (e.g., AT&T, Verizon), browser software provider (e.g., Apple, Google, Microsoft, Mozilla) and other parties involved in providing your service. Third party providers and our payment processor are "Covered Third Parties" in these terms. You agree to comply with all applicable third-party terms when using AT. We are not a party to those agreements and have no responsibility for the products and services provided by third parties. Covered Third Parties have no obligation to provide maintenance, support, or any warranty or guarantee of interoperability or support for AT.



Compliance with Laws and Regulations and AT Code of Conduct

You agree to abide by U.S. federal and state campaign laws as a condition of their use of AT. America's Ticket abides by U.S. federal and state campaign laws, including Title 52 of the U.S. Code, Subtitle III and Title 26 of the U.S. Code, Subtitle H.

AT allows the following activities:

- Eligible individuals, as defined by the U.S. Federal Election Commission (the "FEC"), may make lawful campaign contributions and pledges to campaign committees ("Registered Campaigns"), party committees ("Registered Party Committees"), and political action committees, including connected committees (separate segregated funds or SSFs) and unconnected committees (Super PACs, Hybrid PACs, and Leadership PACs) ("PACs"), that are registered with the FEC, and to authorized campaigns of candidates for local and state offices ("L&S Campaigns," and together with Registered Campaigns, Registered Party Committees and PACs, these lawful recipients are referred to as "Recipients").
- Recipients may receive lawful campaign contributions and pledges from individuals who are eligible to make such contributions and pledges under applicable local, state and US law, including the regulations of the FEC (each of these contributors and pledgers referred to as a "Donor").

It is your responsibility to comply with FEC and other legal and regulatory requirements. This includes making your own determination about whether you meet requirements to be a Donor, a Registered Campaign, a Registered Party Committee, or a PAC. AT cannot guarantee the identity of any user of AT, including any Donor or any Authorized Recipient. AT also does not guarantee that a Donor using AT to make a contribution or pledge can or will make the contribution or that the Authorized Recipient receiving a contribution or pledge made using AT can or will accept the contribution.

Useful reference material and information is available at <https://www.fec.gov/help-candidates-and-committees/candidate-taking-receipts/who-can-and-cannot-contribute/> for information about your eligibility to pledge, donate, or receive pledges or donations. You agree at all times to abide by contribution limits set by the FEC. You agree not to make, or not to knowingly accept and keep, contributions in excess of these limits. Applicable limits for federal election contributions may be found here: <https://www.fec.gov/help-candidates-and-committees/candidate-taking-receipts/contribution-limits>.

You agree to abide by AT's Code of Conduct prohibiting abusive behavior, harassment, hate speech, and other problematic conduct. AT's Code of Conduct is here <https://www.americasticket.us/code-of-conduct>.

Violations of these conditions may result in some combination of suspension or cancellation of your AT account, forfeiture to AT of undispersed contributions or *unclaimed funds*, and loss of access to AT and any or all of its functions and services.

Eligibility to be a Donor Through AT

If you are a Donor, you may use AT (1) to make one-time or recurring campaign contributions, (2) to make Earmarked Contributions and pledges to Future Nominees, (3) to solicit contributions (including Earmarked Contributions) and pledges to Recipients from other Donors, (4) to form Groups on AT and to solicit contributions (including Earmarked Contributions) and pledges from other Donors through solicitations to Group participants, (5) answer polling questions, (6) participate in streaming broadcasts and (7) participate in discussion or feedback forums. Donors will not be permitted to make a contribution to any person, cause, campaign, or entity that is not an authorized Recipient.



AT will treat a Donor's attempt to make a contribution to any person, cause, campaign, or entity that is not an authorized Recipient, including Earmarked Contributions to a Future Nominee, as your intent to make such contribution if and when the indicated recipient becomes an Authorized Recipient and satisfies any conditions to the contribution.

To be eligible to make a campaign contribution using AT, a Donor must be an individual and make the contribution from his or her own funds. Those funds may not be provided to the Donor by another person or entity for the purpose of making the contribution. The Donor must make the contribution with their own personal method of payment and not with any method issued to a business entity or to any another person. A Donor must be a U.S citizen or a lawfully admitted permanent resident (i.e., a green card holder).

AT may, at its discretion, request verification of a donor's identity. In such event, that Donor's AT account may be suspended until all identity verification requirements have been met. Verification may be needed, as only one example, due to suspicious activity involving an AT account, concerns regarding a Donor's actual identity, or any indication or concern that a Donor may be a foreign national. AT also will require further identity verification if a Recipient or any governmental authority requests it.

AT will store personally identifiable information in accordance with its Privacy Policy and, with respect to social security numbers provided to AT by users, in accordance with the requirements of the Social Security Administration. Please see our Privacy Policy at <https://www.americasticket.us/> for further information. Our Privacy Policy is part of the terms to which your account and interactions and use of AT services is subject, and that policy is incorporated herein by reference.

Donors Under 18 Years of Age: If a Donor is under 18 years of age, restrictions apply. Any such minor Donor may make a contribution only if the decision to contribute is made knowingly and voluntarily by the minor Donor, the funds or other contribution are owned or controlled by the minor Donor and not in any way controlled by any other individual, and the contribution is not made with funds given to the minor Donor for purposes of making the contribution.

Registered Campaigns: In order for a Registered Campaign to be an Authorized Recipient, it must be a "principal campaign committee" (as defined by the FEC) and registered with the FEC as an authorized committee designated by a candidate as the principal committee to raise contributions and make expenditures for his or her campaign for a federal office. Any such Registered Campaign must accept these Terms, and accepts these Terms by accepting any contribution that is made via AT.

Registered Party Committees: For a Registered Party Committee to be an Authorized Recipient, it must meet the FEC's definition of "national political party committee," and it must be registered with the FEC as the authorized national committee designated by a political party as its national committee to raise contributions and make expenditures for the party. Any such Registered Party Committee must accept these Terms, and accepts these Terms by accepting any contribution that is made via AT.

For a Political Action Committee or PAC to be an Authorized Recipient, it must meet the FEC's definition of a "connected committee" (an "SSF") or an "unconnected committee," and it must be registered with the FEC as such. Any such Political Action Committee or PAC must accept these Terms, and accepts these Terms by accepting any contribution that is made via AT.

Refer to the terms below for a description of the processing and fees for contributions made to Recipients using AT.

Contributions made and received using AT are processed by a third party payment processor, and all money transmission is provided by pursuant to AT's agreement with that processor. Please review the Terms of Service of our current processor at <https://stripe.com/legal> and that processor's Privacy Policy at <https://stripe.com/privacy>



AT has no responsibility for the actions of any payment processor, Donor, Authorized Recipient, any other third party, or any person using AT.

Privacy and Disclosures

See <https://www.americasticket.us> for additional information and for required disclosures. You agree to and are subject to the provisions of the AT Privacy Policy.

Eligibility and Account Registration

Donors: To be eligible to use AT to make a campaign contribution or pledge to an Authorized Recipient or to make an Earmarked Contribution to a Future Nominee, you must (1) be an individual who satisfies the FEC requirements for eligibility to make contributions to Registered Campaigns, Registered Party Committees or the intended PAC recipient, (2) use AT in the United States, and (3) if accessing AT using your mobile device, use the mobile phone number that you own and that is regularly associated with that device. To create and use an AT account, AT requires Personal Information (as defined in its Privacy Policy), including but not limited to full name, email address, text-enabled mobile phone number, mailing address, date of birth, occupation, and employer.

Registered Campaigns: For a Registered Campaign to be eligible to receive a Donor or PAC contribution made using AT (including Earmarked Contributions), a Registered Campaign must (1) be the principal campaign committee of a candidate for federal office that has satisfied the FEC requirements for registration and has obtained an FEC Campaign Identification Number, (2) with respect to Earmarked Contributions, satisfy the conditions for the release of such Earmarked Contributions, (3) use AT in the United States, and (4) if accessing AT using a mobile device, use a mobile phone number that is owned by the Authorized Recipient. To create and use an AT account, and for a Registered Campaign to become an Authorized Recipient for purposes of these Terms, AT requires that an authorized officer of a Registered Campaign (usually its Treasurer) submit to AT Personal Information (as defined in its Privacy Policy), including but not limited to the officer's name, driver's license number and social security number, the Registered Campaign's email address, text-enabled mobile phone number, street address or zip code, and its FEC Campaign Identification Number.

Registered Party Committees: For a Registered Party Committee to be eligible to receive a campaign contribution from a Donor made using AT, a Registered Party Committee must (1) be the principal national committee of a political party that has satisfied the FEC requirements for registration and has obtained an FEC Campaign Identification Number, (2) use AT in the United States, and (3) if accessing AT using a mobile device, use a mobile phone number that is owned by the Authorized Recipient. To create and use an AT account, and to become an Authorized Recipient for the purposes of these Terms, AT requires that an authorized officer of a Registered Party Committee submit to AT Personal Information (as defined in its Privacy Policy), including but not limited to the name of the authorized officer of the Registered Party Committee, his or her driver's license number and social security number, the Registered Party Committee's email address, text-enabled mobile phone number, street address or zip code, and its FEC Campaign Identification Number.

Political Action Committees: For a PAC to be eligible to receive a campaign contribution from a Donor made using AT or to make campaign contributions to other Recipients using AT, a PAC must (1) be an SSF or an unconnected political action committee that has satisfied the FEC requirements for registration and has obtained an FEC identification number, (2) use AT in the United States, and (3) if accessing AT using a mobile device, use a mobile phone number that is owned by the Authorized Recipient. To create and use an AT account, and to become an Authorized Recipient for the purposes of these Terms, AT requires that an authorized officer of a PAC submit to AT Personal Information (as defined in its Privacy Policy), including but not limited to the name of the authorized officer of the PAC, his or her driver's license number and social security number, the PAC's email address, text-enabled mobile phone number, street address or zip code, and its FEC identification number.



You agree that all Personal Information you provide to AT at any time will be true, accurate, current and complete, and you agree to maintain and update this Personal Information with AT in the event of any changes or updates.

Identity Authentication

You hereby authorize AT, directly or through third parties, to make all inquiries we consider reasonable or necessary to validate your identity and/or authenticate your account information and, for Committee Accounts, to verify your FEC identification number. This may include asking you for further information and/or documentation about your account usage or identity, or requiring you to take steps to confirm ownership of your email address, mobile phone number or financial accounts, and verifying your information through the use of third party databases or other sources.

Contribution and Pledge History

You have the right to receive a statement showing all of your AT contribution and pledge activity. This statement is visible by logging into your account.

Making Contributions and Pledges

You Control Your AT account.

Each Donor may have only one AT account. After you have registered as a Donor, you will be able to make campaign contributions and pledges using AT in accordance with these Terms. You control your AT account and have sole power to direct your campaign contributions and pledges, provided you are in compliance with these Terms.

Types of Contributions and Pledges; Limits

A Donor may use AT (i) to make a one-time campaign contribution in a specified amount to an Authorized Recipient, (ii) to make a commitment to an Authorized Recipient that he or she will make regular, periodic contributions in specified amounts and at specified times, which contribution commitments may be conditioned on a candidate maintaining certain ratings, (iii) to pledge to an Authorized Recipient or to an Unauthorized Recipient (or to a Future Nominee) that he or she intends to make one or more contributions to it, which may be conditioned on a candidate maintaining specified ratings or receiving the public endorsement of a specified endorsing organization, and (iv) to make Earmarked Contributions to Future Nominees. The aggregate amount that a Donor may contribute to a particular Authorized Recipient is limited by federal election law, which is subject to change but which is at the time of writing these Terms, \$2,800 to each Registered Campaign for each election, \$35,500 to each Registered Party Committee during each calendar year, and \$5,000 to PACs that are SSFs or unconnected PACs (unlimited for Super PACs) during each calendar year. In addition, Leadership PACs are limited to \$5,000 in contributions to a Registered Campaign per election. Pledges and Earmarked Contributions count toward these limits.

One-Time Contributions: or the purposes of these Terms a one-time contribution is defined as a one-time transfer of money from a Donor to an Authorized Recipient.

Periodic Contributions: For the purposes of these Terms, a periodic contribution is defined as a commitment to transfer money from a Donor to an Authorized Recipient in the future, at specific times and in specific amounts (which may vary). Periodic contributions will be withdrawn by AT for the benefit of the Authorized Recipient from a Donor's designated preferred funding source as provided to AT in accordance with the Donor's instructions, unless the Donor changes, alters, or cancels the scheduled contribution or the Authorized Recipient withdraws or otherwise ceases to be active. A periodic contribution may be conditioned on the candidate associated with a Registered Campaign maintaining an active campaign. The amount of such conditioned contribution will be withdrawn by AT



for the benefit of the Authorized Recipient from a Donor's funding source as provided to AT if within sixty (60) days of the Donor's instruction, the Unauthorized Recipient becomes an Authorized Recipient, unless the Donor changes, alters, or cancels the intended contribution.

Sharing Your Contribution History

Contributions are not confidential. They are highly visible. The Authorized Recipient receiving your contribution will list your contribution in its required FEC reporting in accordance with federal election law.

Authorizations and Processing

When you make a contribution, you authorize AT, its payment processor, and other necessary financial institutions to process your contribution. AT's payment processor will initiate a transfer from your designated funding source to your Donor account. Your contribution will be held as pending in your Donor account until AT processes it, which may not occur immediately. Your authorization will remain valid for up to thirty (30) days, although AT will normally validate or reject your contribution within ten (10) days after your Donor account is credited in the amount of your intended contribution. Once your contribution is validated, payment processor will initiate a transfer of funds from your account to the bank account registered with AT by the Authorized Recipient or to the Earmarked Account associated with the Future Nominee and then ultimately to the bank account registered with AT by the Authorized Recipient. For contribution commitments and pledges, we may request an authorization for the estimated total. A Donor may cancel a contribution commitment or pledge at any time before the scheduled contribution is actually transferred to the Authorized Recipient's bank account. Once a contribution is transferred to an Authorized Recipient's bank account, the contribution cannot be reversed by the Donor using AT. Thereafter, a Donor must contact the Authorized Recipient regarding any requested refund of a contribution to such Authorized Recipient, in the sole discretion of the Authorized Recipient. Any such refund request, if agreed by the Authorized Recipient, will be processed using AT and the payment processor.

Funding Sources and Fees

You may make contributions from a bank account, credit card, or debit card, and may designate one of these to be your preferred funding source. When you make a contribution to an Authorized Recipient, AT or its payment processor will withdraw funds from your designated source. When you use a credit card or debit card, you will be charged 4.9% plus a \$0.30 transaction fee ("Processing Fee") charged by AT's payment processor. This charge will be in addition to and will not reduce the amount of your intended contribution. You will pay no fee or charge when your contribution is funded through an ACH bank account transfer, when such transfers are available.

There also is no fee or charge payable by a Donor when a contribution is transferred to an Authorized Recipient or an Authorized Recipient's Committee Account. For such donations, the Authorized Recipient will pay the Processing Fee. The fees paid to AT by each Authorized Recipient are compensation to AT for the benefits received by such Authorized Recipient from its use of AT and are commercially reasonable and of fair value for such use. Accordingly, AT is not making an in-kind contribution to any Authorized Recipient under 11 CFR 100.52(d).

Fees may change from time to time in AT's sole discretion. You also may be subject to third-party fees, including for insufficient funds or reversals that a bank may charge.

To manage transactional risk, AT may limit the funding sources available. In the event of a dispute, different funding sources have different dispute resolution rights and procedures.



Bank Account Transfers

For bank account transfers, AT or its payment processor will initiate an electronic transfer from your bank account via the Automated Clearing House (“ACH”) of NACHA - The Electronic Payment Association (“NACHA”) in the amount you request. Your request is your authorization to make the ACH transfer, and such request and such transfer cannot be cancelled except in the event that your account has insufficient or uncollected funds, except as otherwise provided by NACHA’s ACH rules or other applicable law or regulations.

Debit Card Transactions

Debit card transactions will be processed either through the ATM debit network or the Visa/MasterCard network, to be determined by s AT or its payment processor.

Updating Credit Card Information

If your credit card account number or expiration date changes, we may acquire new information from our payment processor, update your account, and process new transactions using that new information.

Refused or Refunded Contributions

An Authorized Recipient is not required to accept your contribution and may refund it even after accepting it. AT will not be liable for any claims or damages resulting from an Authorized Recipient’s rejection or refund of a contribution.

If an Authorized Recipient does not accept or refunds your contribution before transferring it to its bank account, AT’s payment processor will cancel or reverse your contribution and will return your contribution, without a Processing Fee, to your Donor Account. Until the Authorized Recipient transfers your contribution to its bank account, a hold may be placed on your contribution and the Processing Fee. AT will return any refused or refunded contribution to you promptly after an Authorized Recipient informs AT of its election not to accept or to refund your contribution. If the Authorized Recipient has already transferred your contribution to its bank account, AT will not be able to return your contribution to you, and the Authorized Recipient will be responsible for doing so. The Processing Fee is nonrefundable once the Authorized Recipient transfers your contribution to its bank account. Contributions to a candidate where the candidate has not accepted, returned, or refunded the contribution for a period of sixty (60) days will be redirected by AT in its discretion to support a general candidate fund and operations of AT.

Payment Investigation, Holds

AT or its payment processor will investigate certain potentially high-risk transactions, in their discretion. If a contribution is subject to such an investigation, AT or its payment processor will place a hold on the contribution and may provide notice to the Authorized Recipient. Such a transaction will show as “pending” in your AT account, and will be subject to any dispute, claim, chargeback, or reversal. AT or its payment processor will review and either clear or cancel the contribution. If the contribution is cleared, AT or its payment processor will provide notice to the Authorized Recipient. Otherwise, AT or its payment processor will cancel the contribution and the funds will be returned to the Donor. If the contribution is canceled AT will provide notice to the Donor by email and/or in the account history of the AT account.

Risk of Reversals

An Authorized Recipient is liable to the Donor for the full amount of that Donor’s contribution plus any fees payable by the Authorized Recipient if the contribution is later invalidated or refunded for any reason. An Authorized



Recipient is therefore responsible for the amount of the contribution, plus fees, if there is a reversal or refund. Each Authorized Recipient agrees that AT may recover any amounts due to AT or a Donor from such Authorized Recipient. AT will contact the Authorized Recipient to recover the funds from the Authorized Recipient and may take other legal actions to collect the amount due, to the extent allowed by applicable law.

If a Donor disputes a contribution made using AT or files a claim for a chargeback, the debit or credit card issuer or the originating bank, not AT, will determine whether the dispute is valid and to whom payment is due.

Account Reviews

We review account and contribution activity at various times, including when a Donor initiates a transfer of funds. This review checks for, among other things, suspicious or illegal activity, and whether your account activity complies with these Terms. Reviews may cause delays, blocks, or cancelled contributions; account suspension or termination; funds being seized to comply with a court order, warrant or other legal process; and/or funds an Authorized Recipient previously received being returned by the Authorized Recipient. AT may take the above actions if a Donor knowingly or unknowingly contributed from a stolen or unauthorized card or a compromised bank account.

In connection with our review process, you may be required to provide us with additional information and/or documentation to verify your identity. We may limit or suspend your access to your AT account until verification is completed.

Closing Your AT Account

Subject to the resolution of pending transactions, you may close your AT account at any time. You may close your AT account by logging into your account from a web browser, clicking on the "Settings" tab, clicking on the "Cancel my AT account" link, and then following the instructions.

If you attempt to close your AT account while we are conducting an investigation, we may maintain or suspend your AT account to protect AT or any third party against the risk of reversals, chargebacks, claims, fees, fines, penalties and other liability.

You will remain liable for all obligations related to your AT account, even after your AT account is closed.

We have the right at any time, and at all times, to prohibit your or any other party's access to AT, including without limitation by deactivating your username and password, and cancelling your AT account, and to refuse future access to AT by you.

Additional Rules and Restrictions for Committee Accounts

The following Rules and Restrictions apply to Committee Accounts and use of such AT accounts by an Authorized Recipient, whether a Registered Campaign, a Registered Party Committee, or a PAC.

Receiving Money

There are legal and regulatory limits to contributions from a particular Donor, including contributions through AT.

Representations by Certain Recipients

If you are an Authorized Recipient, you represent that you are duly registered as a political campaign, national party committee or a connected committee (SSF) or an unconnected political action committee with the FEC.



You further agree that all officers, employees, agents, representatives and others with access to your AT username and/or password shall be vested by you with the authority to use AT only in connection with these Terms, and to legally bind you. You shall be responsible for all actions by current and former officers, employees, agents, representatives, and others, regardless of whether authorized by you, that access AT using your username and password. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR PASSWORD. AT SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY AT WHEN ACCOMPANIED BY SUCH PASSWORD, AND TO ACT ON SUCH INSTRUCTIONS.

Solicitations and Other Messaging

Donors and Recipients may use AT to solicit contributions and pledges from Donors. When using AT and in all messaging, Donors and Recipients must abide by AT's Code of Conduct, which can be found on our home page at AmericasTicket.us. Solicitations must comply with applicable federal and state election laws and applicable regulations. Each Donor and Authorized Recipient using AT to solicit contributions and pledges is solely responsible for complying with all laws and regulations.

Modifications

We may add, change, suspend, or eliminate any or all AT functions and services at any time, with or without notice, subject to applicable law. We may terminate your access to any or all AT, including your AT account, in the event you violate these Terms, the Code of Conduct, or any other agreement between you and AT, its payment processor, or its affiliates.

GENERAL TERMS AND CONDITIONS.

Notices to You

You agree that AT may provide notice to you by posting notices on our website, or by email or postal mail to the address(es) listed in your account. Notices shall be deemed to be received by you within 24 hours of the time it is posted to our website or emailed to you, or three business days after a notice is sent by postal mail. Business days include all days on which the Federal Reserve Bank of Richmond is open for business. You will keep your contact information, including email address, up to date in your AT account.

Legal Notices to AT

Any legal notice to AT must be sent by postal mail to: America's Ticket, Attention: Legal Department, 1717 E Cary Street, Richmond VA 23223, with a copy by email to legal@AmericasTicket.us. You may also contact AT for any non-legal purpose via the Contact Us information below or by email to legal@AmericasTicket.us.

Candidate Information on America's Ticket

AT does not warrant that descriptions, ratings, reviews, or any other content on AT is accurate, complete, reliable, or current. Information about candidates is provided by third parties, is not verified by AT, and is for informational purposes only. No information or communications shown on or shared via AT is an endorsement by AT of any candidate, campaign, cause, party, or other organization. AT is not soliciting contributions on behalf of any candidate, cause, or party. AT is available to any contributor, candidate, campaign and national political party and PAC to the extent authorized by the FEC and provided such user satisfies AT's requirements for use of AT, accepts



these Terms, and abides by AT's Code of Conduct. AT reserves the right, however, to withhold access to all or any function of AT by any person or entity for any reason.

Intellectual Property

"AmericasTicket.us," "America's Ticket," and all related logos, slogans, taglines, and related branding content in our website and applications are either trademarks or registered trademarks of AT or its licensors. You may not copy, imitate, or use them without AT's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of AT and are protected by copyright law. You may not copy, imitate, or use any of these without AT's express, prior written consent. You may not alter, modify or change these AT trademarks, designs, or content in any way, use them in a manner that is disparaging to AT or display them in any manner that implies AT's sponsorship or endorsement. You may use the AT name, web links, logos, or related images to the extent necessary or useful to show your use of AT for your campaign or cause, provided that you are a current AT account holder and user. All right, title, and interest in and to AT is the exclusive property of AT and its licensors.

Certain other product or service names, brand names and trade names may be trademarks of their respective owners.

Privacy

Protecting your privacy is important. Please review our Privacy Policy at <https://www.AmericasTicket.us/privacy-policy>, which is hereby incorporated into these Terms by reference, which policy will govern our use and disclosure of your information.

Children's Privacy

If you are under 13, please do not send any information about yourself to us, including your name, address, telephone number, or email address. No one under age 13 is allowed to provide any personal or payment information to us through AT. For that reason, we do not knowingly collect or solicit personal information from anyone under the age of 13 or knowingly allow anyone under 13 to register for AT. If we learn that we have received personal information from a child under age 13, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 13, please contact us at the information provided below in the "Contact Us" section.

Loss or Theft of Account Information, PIN, and Mobile Device

If you believe that any of your AT account login or registration information, PIN or mobile device containing AT App has been lost or stolen, or if your AT account shows any activity not initiated or authorized by you, you must immediately contact AT via the Contact Us information below or by email to support@AmericasTicket.us.

Resolving Errors

Accidents and human errors will happen. These terms and conditions apply to all activity on or through AT. When an Unauthorized Contribution or any other error occurs in your account(s), including due to compromised usernames and/or passwords, any other unauthorized account access, lost or stolen devices, or for any other reason, AT will assist you in notifying the other AT user or party/parties affected and requesting a full refund, provided that you follow these procedures. AT's liability for Unauthorized Contributions and errors, and to users of AT in general, is limited to the fullest extent permitted by applicable law.



An “Unauthorized Contribution” occurs when funds are sent from your funding source without your authorization and with no benefit to you. However, if you share account access (by giving others your login information, for example), you are responsible for any resulting use and for any activity initiated by such people, and such transactions are not Unauthorized Contributions.

Other errors may include the incorrect recording of transactions in your account. In order for AT to treat any instance as an Unauthorized Contribution or error under these Terms, you must expressly notify AT of an Unauthorized Contribution or error in connection with a certain contribution. Inquiries or requests for information are not considered Unauthorized Contributions or errors. You may request documentation or information regarding any activity in your AT account, through the “Contact Us” link on the AT website or by emailing support@AmericasTicket.us.

In the event that you erroneously direct a contribution to one Authorized Recipient when you intended to contribute to another, AT will cooperate with you and with each affected Authorized Recipient to reverse and redirect your contribution to its intended Authorized Recipient. In such cases, AT will try but cannot guarantee that it will be able to avoid additional Processing Fees.

Required Notifications from You to AT

You should regularly log into your AT account and review your contribution history to ensure that there has not been an Unauthorized Contribution or error. AT will send an email to your primary email address on file with us, to notify you of each contribution made in your account. You must review these emails to ensure that each contribution is authorized and accurate.

For Unauthorized Contributions or Other Errors in your AT account, notify us as follows:

By contacting us through the “Contact Us” link on the AT website or by emailing us at support@AmericasTicket.us, providing us with the following information:

Your name, and the email address and phone number registered to your AT account;

A description, including the date and dollar amount, of any suspected Unauthorized Contribution or error and an explanation of why you believe it is incorrect or why you need more information to identify the transaction. During the course of our investigation, we may request additional information from you.

Your Liability

If you or any user of your account breach these Terms or the AT Code of Conduct, or other policies, break any laws, or cause AT to suffer any damages or incur any expenses, we may take legal action against you to recover our losses, investigation costs, fines, attorneys’ fees, or costs of collection that we may incur. You are responsible for all reversals, chargebacks, claims, fees, fines, penalties and other liability incurred by AT, an AT user, or a third party caused by or arising out of your breach of these Terms, and/or your use of AT. You agree to reimburse AT, a user, or a third party for any and all such liability.

You acknowledge that you are responsible for the accuracy of all contributions made using AT, including but not limited to the accuracy of the amount paid and the recipient. AT shall not be responsible or in any way held liable due to inaccurate payment of contributions or reporting of contributions, including but not limited to making a contribution in a wrong or unpermitted amount, or to the wrong Registered Campaign, Registered Party Committee, PAC, or Earmarked Account.



Actions by America's Ticket

If we have reason to believe that you have engaged in any restricted activities, made excessive or unexplained transactions, violated these Terms or AT's Code of Conduct, or provided any incorrect information, we may take any actions that we deem necessary to protect AT, another AT user, an Authorized Recipient, a third party, or you.

If we limit or close your AT account or terminate your use of AT for any reason, you may contact us and request restoration of access if appropriate. However, if we deem you violated these Terms, including AT's Code of Conduct, such restoration is at our sole discretion.

Disputes with America's Ticket

If a dispute arises between you and AT, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost-effective means of resolving the dispute quickly. Disputes between you and AT may be initiated by emailing us at the following email address: support@AmericasTicket.us

Governing Law and Procedures for Disputes

This User Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to conflict of law provisions, except to the extent that federal law preempts state law.

ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTED WITH THIS USER AGREEMENT MUST BE ASSERTED INDIVIDUALLY IN BINDING ARBITRATION CONDUCTED BY A SINGLE ARBITRATOR WITH EXPERIENCE IN CONSUMER ONLINE DISPUTES, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES. The forum for arbitration shall be Richmond, Virginia. The arbitrator shall not conduct any form of class or collective arbitration nor join or consolidate claims by or for individuals. To the extent allowed by applicable law, the Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of these Terms including, but not limited to, any claim that all or any part of these Terms are void or voidable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. For any claim that is not, in the judgment of AT, frivolous, AT will pay the initial costs of the arbitration (but not any other party's attorney fees), up to \$2,500, after which the parties to the arbitration will split the arbitration costs evenly among them, with all parties to pay their own attorneys' fees and other costs.

This User Agreement and each of its parts evidence a transaction involving interstate commerce, and the United States Arbitration Act shall apply in all cases and govern the interpretation and enforcement of the arbitration rules and arbitration proceedings.

Notwithstanding the foregoing, certain disputes shall not be subject to arbitration. Any claim by AT for injunctive relief may be brought by AT in Richmond, Virginia, or in any court of competent jurisdiction, along with any related matters, outside of arbitration. Further, any claim of \$500 or less may, at the option of the claiming party, be resolved in small claims court. For these two exceptions to the arbitration requirement, you agree to submit to the personal jurisdiction of the federal or state courts located within the City of Richmond, Virginia for the purpose of litigating such claims or disputes.



Waiver of Jury and Class Actions

TO THE EXTENT ALLOWED BY LAW, YOU IRREVOCABLY AGREE TO WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY OR TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING FILED AGAINST AT AND/OR RELATED THIRD PARTIES.

No Liability of America's Ticket for Contribution Failures

AT will not be liable to you or anyone related to or claiming on your behalf if a contribution made using AT is not completed, is not made on time, or is not made in the correct amount.

Disclaimers of Warranty; Damages Exclusions

Unless otherwise prohibited by law, you assume all responsibility for your use of AT and use it at your own risk. To the fullest extent permissible under applicable law, all such representations, warranties, guarantees and conditions are disclaimed, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, noninfringement of intellectual property rights, or other terms which might otherwise be implied by statute, common law or in equity. AT does not warrant that AT will be uninterrupted or error-free, that defects will be corrected, or that AT, or the servers that process information for AT, are free of viruses, bugs or other harmful components. On behalf of AT, our service providers and related third parties, and each of our respective affiliates, vendors, agents and suppliers, AT makes the following disclaimers: AT is provided on an "as is", "as available" and "with all faults" basis, without any representations, warranties, guarantees, or conditions of any kind, express, implied or statutory, including, but not limited to, any warranty as to the use or operation of AT, or the information, content or other materials related to AT, whether provided by AT, any third party, or any of the Covered Third Parties. Neither AT, nor any third party, nor any of the Covered Third Parties warrant nor make any representations regarding the use or the results of the use of AT in terms of correctness, accuracy, timeliness, reliability, or otherwise. You assume the entire cost of all necessary maintenance, repair, or correction to any equipment you use in accessing AT, including, but not limited to, your mobile phone, computer, or other device.

AT IS NOT LIABLE FOR THE CONSEQUENCES OF YOU CHOOSING TO SHARE ANY CONTRIBUTION OR PLEDGE DETAILS ON SOCIAL MEDIA OR WITHIN AT, AND YOU AGREE TO HOLD AT HARMLESS AND INDEMNIFY AT FROM ANY LIABILITY ARISING FROM THE ACTIONS OR INACTIONS OF ANY EXTERNAL SOCIAL MEDIA NETWORK IN CONNECTION WITH THE PERMISSIONS YOU GRANT TO THE EXTERNAL SOCIAL MEDIA NETWORK.

NONE OF AT, ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, THE COVERED THIRD PARTIES, OR ANY OF THEIR RESPECTIVE AFFILIATES, VENDORS, AGENTS OR SUPPLIERS) WILL BE LIABLE FOR, AND YOU AGREE NOT TO SEEK AGAINST ANY OF THE FOREGOING, ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF AT, INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL DAMAGES OR DAMAGES RESULTING FROM THE USE OF AT, LOSS OF USE OF AT, LOST DATA, LOST PROFITS, OR INTERRUPTION ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF AT, ANY DELAYS IN AT, OR THE INABILITY TO USE AT, OR ANY PORTION THEREOF, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ALL OR ANY OF US HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

AT does not have any control over any Registered Campaign, Registered Party Committee or PAC that receives contributions, and AT cannot ensure that any Registered Campaign, Registered Party Committee or PAC to which you have made a contribution is validly formed, appropriately registered or operated, or will actually accept the contribution or that the associated candidate will maintain any rating or otherwise take or not take any action.



AT will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner, but AT makes no representations or warranties regarding the amount of time needed to complete processing. AT is dependent upon factors outside of our control, such as delays in the banking system, credit card or debit card payment networks, or the U.S. mail service.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES OR THE EXCLUSION OF CERTAIN DAMAGES, SO THE ABOVE DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

Limitations on Liability

Except as otherwise EXPRESSLY provided in these Terms, and to the extent permissible under applicable law, AT's cumulative liability to you for any claims or damages arising out of or related to your use of AT for which AT is found liable shall not exceed the amount of the fees you paid to AT (ie., excluding third-party fees you paid) for your use of AT during the twelve months immediately preceding the month in which your claim occurred.

These limitations on liability apply to: anything related to AT or any application or content made available or distributed through AT; any claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law. These limitations on liability also apply even if a refund of the contribution does not fully compensate you for any losses; or AT, any third party (including, without limitation, any Covered Third Party) knew or should have known about the possibility of the damages.

These limitations on liability will apply to the maximum extent permitted by applicable law, even if any remedy fails of its essential purpose.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

License Grant

Certain of the features of AT require the use of software and software applications provided to you by AT (collectively "Software"). AT and its licensors grant you a limited, nonexclusive license to use AT's Software in the United States that we provide to you solely in accordance with these Terms and any user documentation we may provide, including all updates, upgrades, new versions and replacements of the Software (all of which become part of the "Software") for your personal use only in accordance with these Terms. If the Software will be downloaded to a mobile device, this license extends to your use of the Software on a device that you own or control, as long as your use is permitted by the usage rules set forth for your particular device (for example, the Apple App Store Terms of Use). You may not rent, lease, or otherwise transfer your rights in the Software to a third party. You must comply with the implementation and use requirements for the Software contained in these Terms or in any AT documentation we provide to you. If you do not comply with such implementation and use requirements, you will be liable for all resulting damages suffered by you, AT or any third parties. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile, or otherwise attempt to create any source code which is derived from the software. You acknowledge that all rights, title, and interest to the Software are owned by AT. Your rights to use the Software cease immediately upon termination of these Terms and you must delete all your copies of the Software.



Indemnification and Release

You agree to defend, indemnify and hold harmless AT and its affiliates, officers, directors and employees from any claim or demand (including any damages, losses, expenses, and attorney's fees resulting therefrom) made or incurred by any third party due to or arising out of or relating to your breach of these Terms and/or your use of AT.

If you have a dispute with one or more Recipients or other AT users relating to your contributions, AT is not responsible for any such dispute and you hereby release AT (and our officers, directors, agents, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

Assumption of Rights

If AT makes a payment to you for a claim, reversal or chargeback that you initiate against a recipient of your contribution, you agree that AT assumes your rights against the recipient and third parties related to the contribution, and may pursue but is not required to pursue those rights directly or on your behalf, in AT's discretion.

Independent Contractors

The parties agree they are independent contractors to each other in performing their respective obligations hereunder. Nothing in these Terms or in the working relationship being established and developed hereunder shall be deemed or is intended to be deemed, nor shall it cause, the parties to be treated as partners, joint ventures, or otherwise as joint associates for profit.

Modification of Terms

We may amend these Terms at any time by posting a revised version on our website. The revised version will be effective at the time we post it unless it contains material changes. If we make changes to our Agreements with you that either reduce your rights or increase your responsibilities, we will provide notice to you before the changes become effective. By using AT after new Terms have been posted, you agree to the revised Terms.

Survival

In the event of termination of these Terms or AT, the terms that by their nature are continuing shall survive such termination, including but not limited to the disclaimers and limitations of liabilities.

Force Majeure

We shall not be liable for any delay or failure in the performance or in delivery or shipment of materials, or for any damages suffered by you by reason of such delay or failures, directly or indirectly caused by or in any manner arising from or connected with acts of God, acts of public enemies, riots, strikes, acts of governmental agencies, executive orders, labor difficulties, court orders, failure of power, telecommunications or other suppliers, delays in securing or shortages of raw materials, breakdown or destruction of any system or equipment, or any other cause or causes beyond our control, whether or not similar to those enumerated herein.

Miscellaneous

These Terms and other documents (including but not limited to the Code of Conduct and Privacy Policy) referenced in or linked to these Terms, which are hereby incorporated herein and made a part of these Terms by this reference, contain yours and our entire Agreement regarding your use of AT. If any provision of these Terms is deemed to be



illegal or unenforceable, such provision shall be enforced to the extent possible, and any remaining illegality or unenforceability will not affect the validity or enforceability of any other provisions of these Terms, which together will be construed as if such illegal or unenforceable provision had not been included in these Terms. Any legal action arising out of your use of AT must be brought within one year after the cause of action has arisen. The section headings in these Terms are for convenience of reference only and are not to be considered as parts, provisions or interpretations of these Terms. You may not transfer or assign any rights or obligations you have under these Terms without AT's prior written consent. AT reserves the right to transfer or assign these Terms or any right or obligation under these Terms at any time. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to that breach or subsequent or similar breaches.

CONTACT US

If you have questions or concerns regarding these Terms or your AT account, or any feedback that you would like us to consider, please contact us at <https://www.AmericasTicket.us>. You may also write to us at America's Ticket, 1717 E Cary Street, Richmond, Virginia 23223