



OLD GLORY BANK

OLD GLORY ALLIANCE

TERMS OF SERVICE

Effective Date: July 18, 2024

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1. **Agreement.**

- 1.1. Subject to these Terms of Service (these “Terms of Service”), **OLD GLORY BANK** (“Old Glory Bank,” or “we” or “us” or “Old Glory Alliance”) agrees to provide the Old Glory Alliance platform to you through the website at [www.OldGloryAlliance.com](http://www.OldGloryAlliance.com) (the “Platform,” and together with the services on the Platform, the “Services”). Old Glory Alliance is a division of Old Glory Bank and *not* a separate entity. Old Glory Intellectual Property Holdings, LLC holds the copyrights and trademarks for the Platform.
- 1.2. **Remember, only Sponsors can start a Campaign and Sponsors must have an existing deposit account at Old Glory Bank.** If a Sponsor is an *individual*, then Sponsor must have a Consumer Account at Old Glory Bank. If a Sponsor is a *business* (including a sole-proprietor, corporation, LLC, or tax-exempt organization), then Sponsor must have a Business Account at Old Glory Bank. If Sponsor is not an existing account holder at Old Glory Bank, open one now by clicking [here](#)!
- 1.3. **Key Definitions.** For purposes of these Terms of Service, the following terms have the meaning ascribed thereto:
- A. “OGB Terms and Conditions.” Means, depending on whether the Sponsor is an individual (consumer) or business, the following:
- i If the Sponsor is an individual with a consumer account at Old Glory Bank (Spending or Savings), then Old Glory Bank’s consumer Terms and Conditions, a copy of which is located [here](#).
  - ii If the Sponsor is a business (including a sole-proprietor, corporation, LLC, or tax exempt organization) with a business account at Old Glory Bank (Checking, Savings, or Trust), then Old Glory Bank’s Banking Terms and Conditions, a copy of which is located [here](#).
- B. “Alliance Privacy Policy.” Means the Privacy Policy for the Platform which is located on the Platform. By accessing or using the Service, you are agreeing to the Alliance Privacy Policy.
- C. “Allies.” Means the persons who make Donations to and otherwise support the Campaign.

- D. “Beneficiaries.” Means the persons or entities who receive the benefit of the Donations for a Campaign. A Beneficiary may also be the Sponsor. A Beneficiary may also be a tax-exempt charity. A Beneficiary must be at least 18 years old, so if a Campaign is for a minor, identify the parent/guardian as the Beneficiary. A Beneficiary cannot be an animal or inanimate object, so if a Campaign is for a pet or tree, the Beneficiary should be identified as the owner of the pet or tree.
- E. “Campaign.” Means the crowdfunding cause for which a Sponsor requests Donations from Allies.
- F. “Campaign Account.” Means the **non-interest** bearing deposit account at Old Glory Bank owned by the applicable Sponsor. The terms and conditions of such Campaign Account are set forth in the applicable OGB Terms and Conditions, as modified by these Terms of Service including as set forth in Sections 2.2.B and 3 hereof.
- G. “Campaign Balance.” Means, at any given time, the net Donations of a Campaign held in the Campaign Account after the deduction of applicable fees (*See* Section 3) and after the deduction of applicable Disbursements.
- H. “Disbursements.” Means the disbursement of some or all of the Campaign Balance from the Campaign Account that is requested by Sponsor in accordance with these Terms of Services.
- I. “Donations.” Means the monetary funds gifted by Allies to Campaigns. Each Donation shall be deemed a non-refundable “gift.”
- J. “Sponsor.” Means the individual (consumer) or business (including a sole-proprietor, corporation, LLC, or tax-exempt organization), who must be an existing account holder at Old Glory Bank (consumer or business), who initiates and manages the Campaign. A Sponsor will be the account holder of the Campaign Account. If Sponsor is an individual, then the Sponsor must be an individual who is a US Resident, at least 18 years of age.
- K. “Sponsor Portal.” Means the Platform portal accessible only to the Sponsor under which Sponsor is able to create and update the Campaign description and request Disbursements. A Sponsor must use the same e-mail address for a Sponsor Portal as used for the Sponsors demand account at Old Glory Bank.
- L. “User.” Means each Sponsor, Ally, Beneficiary, or other person that utilizes any of the Services.

1.4. Each User hereby agrees to these Terms of Service in connection with any use of the Services and hereby confirms having read these Terms of Services and acceptance of these Terms of Service. If you are under the age of 18, you may use the Services as a User only with the approval of your parent or guardian but you

may not be a Sponsor or Beneficiary. If at any time, you do not agree to these Terms of Service, do not use (and discontinue use of) the Services.

- 1.5. We reserve the right, in our discretion, to update and otherwise amend these Terms of Service at any time. We will provide notice of such updated Terms of Service; provided, however, if such change reduces your rights or increases your responsibility then such effective date will be 21 days following the date on which we make such update available to you via notice. We may provide notice of such updated Terms of Service either via e-mail and/or by posting same on our Platform. Your continued use of the Services after the effective date of any changes to the Terms of Services constitutes your acceptance of the new Terms of Service.
- 1.6. **If you are a Sponsor, then these Terms of Service modify and alter the OGB Terms and Conditions solely with respect to your Campaign Account and not with regard to any other account you have at Old Glory Bank.**
- 1.7. Without limiting the foregoing, when using the Services, you will be subject to additional policies including (without limitation) as set out in our Alliance Privacy Policy.
- 1.8. You agree to comply with all of the terms and obligations of these Terms of Service, including your agreement to resolve disputes by arbitration on an individual basis, pursuant to Section 15 below.
- 1.9. These Terms of Service also governs any updates to Services or additional and new features to the Platform, unless separate terms accompany same, in which case such separate terms will apply.
- 1.10. We reserve the right to modify, suspend or discontinue, temporarily or permanently, the Services (or any part thereof) at any time and for any reason, and, to the extent permitted by applicable law, without any liability to you or to any third party for any claims, damages, costs, or losses resulting therefrom. While Old Glory Bank will endeavor to provide notice of planned modifications or disruptions to the Service, this may not be possible in the case of unplanned outages or legally mandated changes.

## 2. **Access and Use of the Services.**

- 2.1. **Description.** The Services are offered via the Platform to allow a Sponsor to disseminate a Campaign via the Platform to accept Donations from Allies on behalf of one or more Beneficiaries of the Campaign.
  - A. **Processing.** Old Glory Bank is not a payment processor and instead, uses a third-party payment processor to process credit and debit card Donations to a Campaign (“**Payment Processor**”). You acknowledge and agree that the use of the Payment Processor is integral to the Services and that we exchange the minimum personal information necessary with the Payment Processor in order to facilitate your credit card transaction. See our Privacy

Notice for details of the third parties we work and share information with. **However, please remember that you can make your Donation to a Campaign via Old Glory Pay and no Payment Processor will obtain access to any of your personal information.**

B. User Registration.

- i You are required to register with Old Glory Alliance to access and use certain features of the Services. If you decide to register for the Services, you agree to provide and maintain true, accurate, current and complete information about yourself or your Beneficiary as prompted by the Services' registration process.
- ii Registration data and certain other information about you are governed by these Terms of Service, including the Alliance Privacy Notice. Certain aspects of our Services may also require you to register with, and agree to the terms of, third-party service providers (e.g., Payment Processors), with whom Old Glory Alliance has entered into contracts, in order to be able to benefit from their services. If Old Glory Alliance or one of our Payments Processors at any time discovers that the information you provided about you or the purpose of your Campaign is incorrect or violates any of these Terms of Service or their terms of service, your access to the Services may be immediately suspended and/or terminated and fines may be applied by relevant authorities, which will in all such cases be payable by you.

2.2. **Starting a Campaign.** Only a Sponsor can start a Campaign via the Sponsor Portal on the Platform and only existing account holders of Old Glory Bank can be a Sponsor. Each Sponsor will be the legal owner of the Campaign Account created via the Platform. In this regard, each Sponsor must provide their true identity, including legal name, legal residence, the last-4 of their Old Glory Bank account number, and the same e-mail address as used to login to their Old Glory Bank account.

- A. Each Sponsor acknowledges and agrees that Old Glory Bank may refuse to start a Campaign and/or immediately terminate a Campaign if such Sponsor does not have an existing deposit account at Old Glory Bank in "good standing" (as defined in the applicable OGB Terms and Conditions).
- B. Each Sponsor acknowledges that notwithstanding anything in the applicable Account Terms to the contrary, (i) Sponsor will *not* have online access to the Campaign Account, (ii) no Campaign Account will bear interest, (iii) Sponsor will not receive a debit card or be entitled to write checks on the Campaign Account, (iv) Sponsor will not be able to make deposits or withdrawals to the Campaign Account, except via Donations and Disbursements in accordance with these Terms of Services, and (v) Sponsor will not receive a paper or digital monthly account statement for the

Campaign Account, and instead, Sponsor will be able to view account information, including the applicable Campaign Balance, through the Sponsor Portal on the Platform.

- C. Although a Sponsor must use the same e-mail address with both Old Glory Alliance and Old Glory Bank, **DO NOT USE THE SAME PASSWORD**. As a Sponsor, you are responsible for maintaining the confidentiality of your password and account information relating to your Sponsor Portal, and you are fully responsible for any and all activities that occur under your password or account. You agree to: (i) immediately notify Old Glory Bank of any unauthorized use of your password or account or any other breach of security; and (ii) sign out from your account at the end of each session when accessing the Services. As further set forth in Section 10, Old Glory Bank will *not* be liable for any loss or damage arising from your failure to comply with this provision, except as may be required by law.

- 3. **Fees.** We do not charge a fee to start a Campaign or maintain a Campaign Account. **However, in lieu of any fees that may be set forth in the OGB Terms and Conditions for accounts at Old Glory Bank**, Old Glory Alliance will charge certain fees against the Campaign Account for Donations and Disbursements as set forth in this Section 3 hereof.

- 3.1. **Card Convenience Fee for Donations.** We do charge a card processing fee (for both credit and debit cards) equal to 3% of each Donation amount (collectively, for each Campaign, the “Card Convenience Fee”). This Card Convenience Fee goes to offset a portion of the merchant processing fees our Payment Processor charges us to process debit and credit cards. We will automatically deduct the accrued but unpaid Card Convenience Fee (if any) from the Sponsor’s Campaign Account in connection with each Disbursement (as defined below). Notwithstanding the foregoing, if a Sponsor does not request a Disbursement for at least 60 consecutive days, then we have the sole discretion to deduct from your Campaign Account the then accrued (but unpaid) Card Convenience Fee.

- 3.2. **No Fee for Old Glory Pay Donations.** There is NO fee for Donations made via Old Glory Pay, so encourage your Allies to use Old Glory Pay to make Donations to your Campaign!

- 3.3. **Disbursement Fees.** We charge a fee against a Sponsor’s Campaign Account for certain Disbursements (as applicable the “Disbursement Fee”) as follows:

- A. Cashier’s Check. The Disbursement Fee for a cashier’s check (including first class US mail postage) is \$29.00. If you request a cashier’s check be sent via overnight courier (e.g., FedEx), the Disbursement Fee is increased from \$29.00 to \$49.00 to offset the cost of courier and handling.
- B. Check. The Disbursement Fee for a check (including first-class US mail postage) is \$5.00. If you request a check be sent via overnight courier (e.g.,

FedEx), the Disbursement Fee is increased from \$5.00 to \$25.00 to offset the cost of courier and handling.

- C. Wire. The Disbursement Fee for a domestic wire is \$30.00. The Disbursement Fee for an international wire is \$40.00.
- D. ACH. The Disbursement Fee for an ACH is \$5.00. Please note that an ACH may take up to 2 business days.
- E. No fee for an Old Glory Bank Transfer. There is *no* Disbursement Fee for a Disbursement to a Sponsor's or Beneficiary's Old Glory Bank Account. Thus, request that the Beneficiary (if Sponsor is not also the Beneficiary) open an account with Old Glory Bank to receive Disbursements with *no* Disbursement Fee. However, please note that any accrued but unpaid Card Convenience Fee (i.e., from Donations) will still be deducted from the Campaign Account in connection with such Disbursement.
- F. Payment of Disbursement Fees and Card Convenience Fee. We will deduct from each Disbursement the amount of the Disbursement Fee (if any) plus the amount of any outstanding accrued but unpaid Card Convenience Fee (if any). Notwithstanding the foregoing, if no Disbursement is made for 90 days, Old Glory Bank has the right to debit and collect the aggregate unpaid Card Convenience Fee from the Campaign Balance.

3.4. **Chargebacks**. If an Ally successfully disputes a credit/debit card and/or Old Glory Pay charge for a Donation through the Services, then we will deduct from the Campaign Account such disputed amount, without limitation to Section 8.1 below.

#### 4. **Campaigns and Users**.

##### 4.1. **Campaigns are Not Investigated or Verified**.

- A. All Campaigns, descriptions, Beneficiaries, and third party information and content on the Services are for informational purposes only, and Old Glory Bank does not guarantee the accuracy, completeness, timeliness or reliability of any such Campaign, Beneficiary, information or content.
- B. Old Glory Bank has no control over the conduct of, or any information provided by, a Sponsor or Beneficiary and hereby disclaims all liability in this regard to the fullest extent permitted by applicable law. We do not guarantee that a Campaign will obtain a certain amount of Donations or any Donations at all. We do not endorse any Campaign, User, or cause and we make no guarantee, express or implied, that any information provided through the Services is accurate. We expressly disclaim any liability or responsibility for the outcome or success of any Campaign. You, as an Ally, must make the final determination as to the value and appropriateness of contributing to any User or Campaign.

- C. All Donations are at your own risk. When you make a Donation through the Platform, it is your responsibility to understand how your money will be used and to check the Campaign content regularly for any updates. Old Glory Bank is not responsible for any offers, promises, rewards or promotions made or offered by Users or Campaigns and such conduct violates these Terms of Service. We do not and cannot verify the information that Users or Campaigns supply, nor do we represent or guarantee that the Donations will be used in accordance with any fundraising purpose prescribed by a User or Campaign or in accordance with applicable laws. Notwithstanding the foregoing, we take possible fraudulent activity and the misuse of funds reported to us very seriously. If you have reason to believe that a User or Campaign is not raising or using the funds for their stated purpose, please send an e-mail to [Alliance@OldGloryBank.com](mailto:Alliance@OldGloryBank.com) with details for us to consider.
- D. Without limiting the foregoing, each User acknowledges and agrees that as a regulated bank, Old Glory Bank will monitor transactions to satisfy our obligations in connection with all laws, policies, and regulations, including (without limitation) AML/BSA and OFAC sanctions.

4.2. **Tax Exempt Entities (“Charities”).**

- A. If you donate to a Campaign that has as the Beneficiary a Charity, you are not permitted to impose restrictions on the use of your Donation by such Charity. To the extent that you make a Donation in response to an appeal for a particular Campaign for a Charity, or to the extent that you purport to direct the use of Donations by a Charity, any such directions shall constitute non-binding recommendations only and the Charity will have full discretion under law to determine how such Donation will be used.
- B. If the Beneficiary of a Campaign is a tax-exempt charity, you should consult your tax advisor as to the amount (if any) of your Donation that may be tax deductible or eligible for tax recognition, having regard to (among other things) the tax status of the recipient of any Donation in any relevant jurisdiction. Old Glory Alliance makes no representation as to whether all or any portion of your Donations are tax deductible. Old Glory Alliance will have no liability for any claim by any federal, state, provincial, territorial, local or any other tax authority with respect to the characterization on any applicable tax return of any Donation by you, any User or any Charity.
- C. Allies acknowledge and agree that Old Glory Alliance will not provide the name or other information of Allies to Charities. Thus, if an Ally makes a Donation to a Charity via the Platform, the Ally should retain evidence of payment for applicable tax purposes.

- D. If a Charity is the Sponsor and the Beneficiary of any Campaign, such Charity must be responsible for any applicable law relating to disclosures by Charities who solicit contributions.
  - E. If a Sponsor uses the Services as an agent of a Charity to raise funds for such Charity, such Sponsor represents and warrants to all of the following: (a) you are a representative of the Charity, which representative is authorized to raise funds for the Charity and bind the Charity to these Terms of Service; (b) you are raising funds for a Charity, with a cause or activity that is legal under all applicable federal, state, provincial, territorial and local laws and regulations; (c) all Donations will be used solely for the purpose you have stated on and in connection with your Campaign, and under no circumstances may you use the Donations for any other purpose; (d) such Charity has and will maintain tax-exempt status under applicable law; and (e) such Charity is registered with the appropriate database for designation of tax-exempt organizations (e.g., the IRS tax-exempt organization database).
- 4.3. **Sponsors.** If you are a Sponsor, you represent, warrant, and covenant to all of the following: (i) all information you provide in connection with a Campaign or a Beneficiary is accurate, complete, and not likely to deceive Users and that you will post updates as needed so that Users understand the use of Donations and any other relevant information about your Campaign; (ii) all Donations contributed to your Campaign will be used solely as described in the materials that you post or otherwise provide on the Platform; (iii) if you take a Disbursement that is believed by Allies to be raised on behalf of a Beneficiary other than yourself, all Donations will be given to and/or spent on behalf of such Beneficiary and not yourself (less Disbursement Fees and Card Convenience Fees); (iv) you will not infringe the publicity and other rights of others; (v) you will comply with all relevant and applicable laws and financial reporting obligations, including but not limited to, laws and obligations relating to registration, tax reporting, political contributions, and asset disclosures for your Campaign; (vi) to the extent you share with us any personal data of any third party for any purpose, including the names, email addresses and phone numbers of your personal contacts, you have the authority (including any necessary consents), as required under applicable law, to provide us with such personal data and allow us to use such personal data for the purposes for which you shared it with us; and (vii) you will not provide or offer to provide goods or services in exchange for Donations.
- 4.4. **Taxes and Reporting.**
- A. Old Glory Alliance does not withhold funds for tax purposes or otherwise. Beneficiaries (including Sponsors) who benefit from Donations will be solely responsible for taxes based on applicable law.
  - B. Because no Campaign account will incur interest, Old Glory Bank will not send a 1099-INT to a Sponsor. Because no Campaign may be used for the

sale of goods or services, Old Glory Bank will not prepare or file a form 1099-K in connection with any Campaign.

**4.5. Restrictions.**

- A. No Solicitation. The Platform is offered to help Sponsors raise money for Campaigns to benefit identified Beneficiaries. Old Glory Bank merely provides the technology to allow Campaigns to connect with Allies. The existence of the Services is not a solicitation of donations by Old Glory Bank, and Old Glory Bank does not engage in any solicitation activities, or consult on the solicitation of contributions from the public, on behalf of any individual, entity, or organization. By using the Services, you understand and agree that Old Glory Bank is not responsible for the use of your Donations or the amount of funds raised for the User or Campaign.
- B. Sales Prohibited on the Platform. You are not permitted to offer any good or service in exchange for a Donation on the Platform, excluding love and gratitude.

5. **Content**. In a future update to the Platform, Allies and Beneficiaries will be able to post comments and encouragement to Sponsors and Campaigns.

5.1. **User Content**. As a Sponsor, you acknowledge and agree that your activity on the Platform is public, including the information about the cause the Beneficiary, and the content you post on the Platform (including descriptions, music, graphics, comments, videos, images, trademarks, logos, brands or other materials you upload or post through the Services) (collectively, “User Content”). As a Sponsor, User Content also includes your profile information, including your name, listed email, organization (if listed), personal biography (if listed), and other information you enter in connection with your User profile. User Content is available to anyone on the Platform and will also likely be on the social media channels of Users and others. For example, if you are both the Sponsor and the Beneficiary, you might post your medical condition if you are requesting Donations to help with a procedure. This means that the medical information you describe in the Campaign will be publicly available and you are consenting to disclosure of same via the Services.

5.2. **Third-Party Communications**. If you use any feature of the Services that allows you to communicate with third parties (such as to refer a third party to the Services or to communicate with them regarding a Campaign or a Donation), either by submitting data about the third party (“Third-Party Data”) to the Services or otherwise permitting the Services to automatically access Third-Party Data in your possession, you acknowledge and agree that you have the authority (including any necessary consents) of the relevant third party for us to access and use the relevant Third-Party Data in connection with the Services and that you have notified these third parties and informed them how their information is collected and used by Old Glory Alliance to provide the Services.

5.3. **Data Retention.** You acknowledge that Old Glory Alliance has no obligation to retain data relating to any account or Campaign after the conclusion of a Campaign, unless you are a Sponsor and, then, we have to retain such information as required by law in connection with an account opening at Old Glory Bank. Old Glory Bank may retain data as required by law or policy.

6. **Prohibited Conduct.**

6.1. You are solely responsible for compliance with all applicable laws in relation to your Campaign and use of our Services. You are further solely responsible for all User Content that you upload, post, publish, display, transmit or otherwise use. You are also responsible for ensuring the funds raised are used for the purpose outlined in the Campaign and the Sponsor agrees to indemnify and hold harmless Old Glory Bank and its affiliates from the Sponsor's actions and omissions relating to the Services. Without limiting the foregoing, if the Sponsor is not the Beneficiary of the Campaign, then the Sponsor agrees to remit all net funds (i.e., gross Donations less our fees) from the Campaign to the actual Beneficiary directly and as soon as possible. Each User agrees to fully cooperate with any request we make for evidence we deem necessary to verify your compliance with these Terms of Service.

6.2. Old Glory Bank will not terminate or "cancel" a Campaign or any User for lawfully exercising their Constitutional Rights, even if we do not agree with the positions or purpose of such Campaign and even if your Campaign insults the community at large or any given community. However, at any time and with or without advance notice, we do reserve the right to terminate and remove (i.e., cancel) any Campaign, Sponsor, or User that does violate applicable law or these Terms of Service. And, to be clear, fraudulent activities violate applicable law. For example:

- A. A Campaign to raise funds to hurt or threaten someone or to traffic humans, drugs, or arms is illegal and we will quickly terminate your Campaign and ban the Sponsor from future access to the Service.
- B. A Campaign to raise money to fund an abortion in accordance with applicable state law is *not* illegal. Even though such Campaign will offend and insult many in our community, such Campaign is not illegal and we will not cancel it.
- C. A Campaign to send money to a designated terrorist organization is illegal and will be terminated. On the other hand, a Campaign to purchase tents for spoiled kids protesting at America's elite colleges is not illegal and will not be terminated, even if insulting many in our community.
- D. A Campaign to raise money to pay for a pet's surgery, but for which a Sponsor then uses the money to gamble in Las Vegas, is fraudulent and will be canceled and we may seek recourse.

- E. A Campaign to raise money to lawfully buy your beloved husband<sup>1</sup> a beautiful 1911 Nighthawk Custom Fire Hawk pistol, manufactured by great Americans in beautiful Berryville, Arkansas, is fully legal and will never be cancelled!
- F. A Campaign to raise money to engage lawyers to defend individuals who have been accused of crimes (including crimes that involve trespassing on government property and disrupting an official proceeding) is fully legal and will not be cancelled.
- G. A Campaign to raise money to support folks lawfully protesting, including a trucker-strike, is fully legal and will not be cancelled.
- H. A Campaign that violates a person's publicity rights (e.g., name, likeness, and image) or the trademark of a product (e.g., counterfeit products) is illegal and will be cancelled.
- I. A political organization (a 527 Organization) to raise Donations for a political candidate that complies with applicable laws (including Federal Campaign Finance laws) is permitted at Old Glory Alliance. Remember, a political organization must have a Victory Checking Account at Old Glory Bank in good standing.

6.3. **WITHOUT LIMITING THE FOREGOING, EVEN IF NOT ILLEGAL, WE WILL TERMINATE A CAMPAIGN FOR SWEAR WORDS, PORNAGRAPHY AND ADULT/SEXUAL CONTENT.** We acknowledge that swear words are not likely illegal and generally protected under the First Amendment. Further, in many states, porn and adult content is legal. However, we will not allow any User Content that involves swear words, porn or sexual content. You may ask what is the definition of swear words, porn or sexual content? We cannot fully define these, but we know it when we see it! We are not prudes, but we have been raised properly and we know how to properly make these decisions.

6.4. To determine if a Campaign or the actions of any User may be illegal or in violation of these Terms of Service, we may request information from you and otherwise investigate a Campaign and/or User. Without limiting the foregoing, we further reserve the right, without limitation, to ban or disable your use of the Services, remove the illegal Campaign or User Content, suspend or terminate your account, stop payments to any Campaign, freeze or place a hold on Donations, and report you to law enforcement authorities or otherwise take appropriate legal action, including without limitation, seeking restitution on behalf of ourselves and/or our Users.

6.5. Without limiting the foregoing, Sponsor covenants and agrees to all of the following:

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<sup>1</sup> "Honey, if you are reading this, hint-hint!"

- A. To not use the Services to raise funds or establish or contribute to any Campaign with the implicit or explicit purpose of promoting or involving the violation of any applicable law.
  - B. To not use the Services for Campaigns that are fraudulent, including (without limitation) the intentional misrepresentation or omission of material facts relating to the Campaign or the Beneficiary.
  - C. To not use the Service the funding of a ransom, human trafficking or exploitation, vigilantism, bribes or bounty.
  - D. To not use the Service to purchase illegal drugs including (without limitation) illegal steroids.
  - E. To not use the Service in connection with illegal gambling.
  - F. To not use the Service for the aggregation of funds owed to third parties, factoring, or other activities intended to obfuscate the origin of funds and violate money laundering laws.
  - G. To not use the Service to illegally harvest, collect or publish personally identifiable information of others.
  - H. To not use the Service to raise funds for a minor without the express permission of the minor's parent/guardian and such parent/guardian must receive the Donations directly.
  - I. To not use the Service to accept any Donations that you know or suspect to be fraudulent or illegal.
  - J. To reasonably cooperate in the auditing of, investigation of and remedial efforts to correct any illegality or violation of these Terms of Service of a User to whom, or Campaign or Donation to which, you are connected.
- 6.6. Old Glory Bank reserves the right to refuse, condition, or suspend any Donations or other transactions that we reasonably believe to violate applicable law or these Terms of Service.
- 6.7. If at any time while a Sponsor has a Campaign on the Service, the Sponsor does not receive a Donation and/or does not make a Disbursement for a period of 180 days, we may terminate the Sponsor's enrollment and the Sponsor will not be able to access such Campaign until enrolled again. If at any time while the Sponsor has a Campaign on the Service, the Sponsor does not receive a Donation and/or does not make a Disbursement for a period of 365 days, we may terminate the Campaign and make a Disbursement of the Campaign Balance (if any) to the Sponsor via a transfer to Sponsor's account at Old Glory Bank or via check (mailed to the Bank's last known address for the Sponsor), or as otherwise required by applicable escheatment laws.

7. **Donations.**

- 7.1. **Donations via Credit Cards.** In order to contribute to a Campaign via a credit card, an Ally will be required to provide information regarding the Ally's credit card ("Payment Card"). You, as an Ally, represent and warrant to Old Glory Bank that such information is true, current and accurate and that you are authorized to use the applicable Payment Card. Old Glory Bank uses third-party payment processing partners to bill you through your Payment Card for any Donations made, and Allies acknowledge that by contributing a Donation to a Campaign, the Ally agrees to the processing, use, transfer or disclosure of data by the Payment Processors pursuant to these Terms of Service as well as any and all applicable terms set forth by our payment partners.
- 7.2. **Minimums and No Refund.** You agree that a certain minimum Donation amount may apply, and that all Donations are final and will not be refunded (whether the Donation is made by a Payment Card or Old Glory Pay), unless Old Glory Bank, in its sole and non-precedential discretion, agrees to issue a refund, which is not likely.
- 7.3. **Donations to Political Organizations.** If you make a donation to a political organization, then please note that (i) there are certain limits of the amount you can donate, and (ii) we have to collect certain personal information from you (including name, employer, and address) that is required by election laws and that information (plus any other information you provide) will be provided to the political organization to which you donated.

8. **Disbursements.**

- 8.1. **Disbursements from a Campaign.** A Sponsor may request a Disbursement via the Sponsor Portal of some or all of the Campaign Balance, solely for the Beneficiary, for the purposes described in the Campaign, and in compliance with applicable law and these Terms of Services.
- A. Each Disbursement request is made by the Sponsor through the Sponsor Portal on the Platform. A request by the Sponsor is further consent and agreement to the applicable fees described in Section 3 above. A Sponsor must accurately input the details and other information of such Disbursement. The Sponsor is fully liable for (i) providing incorrect remittance information for the Disbursement, and/or (ii) utilizing the Disbursements solely for the intended purpose of the Campaign, and Sponsor agrees to indemnify and hold harmless Old Glory Bank for same.
- B. Old Glory Bank strives to process Disbursements promptly but our ability to do so is dependent upon the Sponsor providing the correct information and upon technical systems operating as intended. Old Glory Bank will undertake commercially reasonable efforts to provide an indicative timescale for Disbursement of donations where an immediate Disbursement

is not possible. However, Old Glory Bank does not guarantee that Disbursements will be always available within any specific time frame but shall use commercially reasonable efforts to provide Disbursements as soon as reasonably possible, subject to the limitations herein. Except as restricted by applicable law, Old Glory Bank expressly disclaims any and all responsibility for any delay in Disbursements or your inability to access and use Disbursements at any specified time, and any consequences arising from such delay or inability.

- 8.2. **Balance Holds.** From time to time, Old Glory Bank may in response to a good faith belief of fraudulent or illegal activity and/or a breach of these Terms of Service, place a hold on a Campaign (a “Hold”), restrict Disbursements, initiate a reverse ACH transfer, secure reserves, or take similar actions to protect our interests and those of the Users.
- 8.3. **Chargebacks.** Old Glory Bank has the full discretion to hold back from Distributions a reasonable reserve of up to 10% of aggregate Donations made by a Payment Card for a period of up to 120 days from the date of such Donation by Payment Card. Without limiting the foregoing, Old Glory Bank has the right to withhold and/or delay all or some of a Disbursement if it believes there exists fraud or the risk of material credit card chargebacks.
- 8.4. **Political Organizations.** Political Organizations are limited to making disbursements only to their Victory Checking Account at Old Glory Bank. There is no cost for these disbursements and they can be completed very quickly, subject to the applicable reasonable Payment Card reserve.

## 9. **Intellectual Property and Third Party Rights.**

### 9.1. **Intellectual Property Rights**

- A. Each User acknowledges and agrees that the Services may contain content or features (collectively, “Services Content”) that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Old Glory Bank, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Services or the Services Content, in whole or in part, except that the foregoing does not apply to your own User Content that you legally upload to the Services. In connection with your use of the Services you will not engage in or use any data mining, spiders, robots, scraping or similar data gathering or extraction methods. If you are blocked by Old Glory Bank from accessing the Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Services or the Services Content other than as specifically authorized herein is strictly prohibited. Any rights not expressly granted herein are reserved by Old Glory Bank.

- B. The Old Glory Bank and Old Glory Alliance name and logos are trademarks and service marks of Old Glory Intellectual Property Holdings, LLC (collectively the “Old Glory Bank Trademarks”). Other names, marks, and logos used and displayed via the Services may be trademarks or service marks of their respective owners, who may or may not endorse or be affiliated with or connected to Old Glory Bank. Nothing in these Terms of Service or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Old Glory Bank Trademarks displayed on the Services, without our prior written permission in each instance. All goodwill generated from the use of Old Glory Bank Trademarks will inure to the exclusive benefit of Old Glory Intellectual Property Holdings, LLC.
- 9.2. **Third-Party Material.** Under no circumstances will Old Glory Bank be liable in any way for any User Content or any other content or materials of any Users or third parties (including, but not limited to, for any errors or omissions in any User Content), or for any loss or damage of any kind incurred as a result of the use of any such User Content. You acknowledge that Old Glory Bank does not pre-screen User Content, but that Old Glory Bank and its designees will have the right (but not the obligation) in their sole discretion to refuse, remove, or allow any User Content that is available via the Services at any time and for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs or losses resulting therefrom.
- 9.3. **Copyright or Trademark Complaints.** Old Glory Bank respects the intellectual property rights of others, and Users are required to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Old Glory Bank of your infringement claim in accordance with the procedure set forth below.
- A. Old Glory Bank will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act (“DMCA”) or locally equivalent applicable laws , trademark infringement and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed infringement should be emailed to Old Glory Bank’s Copyright Agent at [Alliance@OldGloryBank.com](mailto:Alliance@OldGloryBank.com), with a subject line: “DMCA Takedown Request”.

B. You may also contact us by mail at:

Copyright Agent  
Old Glory Bank  
% Legal Department  
PO Box 127  
Elmore City, OK 73433

C. To be effective, the notification must be in writing and contain the following information:

- i an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- ii a description of the copyrighted work, trademark, or other intellectual property that you claim has been infringed;
- iii a description of where the material that you claim is infringing is located on the Services, with enough detail that we may find it on the Services;
- iv your address, telephone number, and email address;
- v a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright, trademark or intellectual property owner, its agent, or the law; and
- vi a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

#### 9.4. Counter-Notice.

A. If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the owner, the owner's agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice containing the following information to the above-listed Copyright Agent:

- i your physical or electronic signature;
- ii identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;

- iii a statement that you have a good-faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
  - iv your name, address, telephone number, and email address, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.
- B. If a counter-notice is received by the Copyright Agent, Old Glory Bank will send a copy of the counter-notice to the original complaining party, informing that person that Old Glory Bank may replace the removed content or cease disabling it in 10 business days. Unless the owner files an action seeking a court order against the content provider, member or User, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

#### 9.5. **Third Party Websites/Services.**

- A. Third parties may provide or facilitate links, tools, widgets or other features that allow you to access the Services, other sites, services and resources provided by third parties (collectively, “Third Party Resources”). Old Glory Bank has no control over such Third Party Resources or any products, services or content made available through or by such Third Party Resources, or the business practices of the third parties providing such Third Party Resources, and Old Glory Bank is not responsible for and does not endorse such Third Party Resources or the products, services or content made available thereby. You acknowledge that Old Glory Bank is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such Third Party Resources. You further acknowledge and agree that Old Glory Bank will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, events, goods or services available on or through any such Third Party Resources. Any dealings you have with third parties found while using the Services are between you and the third party and may be subject to additional terms provided by the third party, which you agree to by using such Third Party Resources. As an example of this, if you use the Platform through your mobile device, and you upload a video to a Campaign, that video will be uploaded using YouTube, and subject to the YouTube Terms of Service. You further agree that Old Glory Bank is not liable for any loss or claim that you may have against any such third party. In addition, Third Party Resources may include products or services offered by a third party that you may display or otherwise make available through your Campaign. You acknowledge and agree that you may be subject to third-party terms associated with including such products or services in your Campaign. Old Glory Bank has relationships with certain providers of such products and

services, and we may be paid by such providers in the form of commissions in connection with these products and services.

10. **Sponsor is Liable for Unauthorized Disbursements.**

10.1. Please immediately call Old Glory Bank at 888.446.5345 (88844OldGlory) if any of the following occur:

- A. YOU BELIEVE THAT YOUR PLATFORM PASSWORD HAS BEEN COMPROMISED OR STOLEN. (FOR YOUR PROTECTION, WE RECOMMEND THAT YOU MAKE SURE YOU HAVE ENABLED A PASSWORD, FINGERPRINT OR FACIAL RECOGNITION ON YOUR COMPUTER OR MOBILE DEVICE. WE DO NOT RECOMMEND SIGNING INTO YOUR ACCOUNT FROM ANY PUBLIC COMPUTER OR DEVICE THAT YOU DO NOT HAVE CONTROL OF OR THROUGH AN INTERNET CONNECTION THAT IS UNKNOWN OR UNSECURE.)
- B. YOU BELIEVE THAT A DISBURSEMENT HAS BEEN MADE FROM YOUR CAMPAIGN WITHOUT YOUR PERMISSION VIA PLATFORM.
- C. AN UNAUTHORIZED PERSON HAS DISCOVERED YOUR PLATFORM PASSWORD OR ACCESSED THE PLATFORM APP ON YOUR MOBILE DEVICE AND/OR REQUESTED A DISBURSEMENT FROM YOUR CAMPAIGN USING THE PLATFORM WITHOUT YOUR PERMISSION.

10.2. Promptly calling Old Glory Bank is the best way of keeping your possible losses down. Depending on how a Disbursement is made, Regulation E promulgated under 15 U.S.C. Section 1693b or 12 C.F.R. Section 1005.11 may also apply to the Service.

11. **Disclaimer of Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, PLATFORM MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. PLATFORM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. PLATFORM DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

12. **Limitation of Liability.**

12.1. EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL OLD GLORY BANK, ITS DIRECT OR INDIRECT OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, SUCCESSORS, ASSIGNS AND/OR THEIR AGENTS (COLLECTIVELY, THE “OGB PARTIES”) BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICE DESCRIBED OR PROVIDED, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (IV) ANY OTHER MATTER RELATING TO THE SERVICE DESCRIBED OR PROVIDED, EVEN IF PLATFORM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SERVICE OR WITH THE TERMS OF THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

12.2. IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF ANY OF THE OGB PARTIES IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

13. **Indemnification.** You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in these Terms of Service, you also agree to indemnify, defend and hold harmless the OGB Parties from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys’ fees, resulting from or arising out of your use, misuse, or inability to use the Service, or any violation by you of the terms of these Terms of Service.

14. **Governing Law; Choice of Law; Severability.**

14.1. Without limiting Section 15 below, these Terms of Service will be governed by and construed under the laws of the State of Oklahoma, excluding only its conflict of law provisions, and shall inure to the benefit of Old Glory Bank, its successors and assigns, whether by merger, consolidation or otherwise. By using the App or the Service, you hereby submit to the exclusive jurisdiction of the courts within the State of Oklahoma and waive any jurisdictional venue or inconvenient forum objections to such courts. You further agree to comply with any applicable federal, state and local laws in your use of the Service. If any provision of these Terms of Service is found to be unenforceable for any reason by a court of competent

jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of these Terms of Service will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

15. **Agreement to Arbitrate and Class Action Waiver.**

- 15.1. ANY AND ALL CLAIMS OR DISPUTES BETWEEN YOU AND ANY OF THE OGB PARTIES RELATING IN ANY WAY TO THE SERVICE AND/OR THESE TERMS OF SERVICE, OR THE OLD GLORY BANK PRIVACY NOTICE, MUST BE RESOLVED IN BINDING ARBITRATION RATHER THAN IN COURT. IN ARBITRATION THERE IS NO JUDGE OR JURY, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR CAN AWARD ANY DAMAGES OR RELIEF ON YOUR INDIVIDUAL CLAIM THAT A COURT OF LAW COULD, INCLUDING INDIVIDUAL INJUNCTIVE RELIEF AND ATTORNEYS' FEES WHEN AVAILABLE UNDER THE GOVERNING LAW. AS SET FORTH IN THE CLASS ACTION WAIVER BELOW, ALL ARBITRATIONS WILL BE CONDUCTED ON AN INDIVIDUAL BASIS, AND THERE SHALL BE NO CLASS ACTIONS IN ARBITRATION. NOTWITHSTANDING THIS SERVICE AGREEMENT TO ARBITRATE, YOU AND OLD GLORY BANK MAY CHOOSE TO BRING INDIVIDUAL CLAIMS OR DISPUTES IN A SMALL CLAIMS COURT, PROVIDED THAT THEY FALL WITHIN THAT COURT'S JURISDICTION.
- 15.2. Arbitrations will be administered by the American Arbitration Agreement ("AAA") under the AAA's Consumer Arbitration Rules in effect at the time the arbitration is commenced. The AAA rules are available at [www.adr.org](http://www.adr.org), and they include detailed information about how to initiate an arbitration. You and Old Glory Bank agree to each pay 50% of the AAA's Case Management Fee and any arbitrator fees. Each party shall be responsible for paying its own attorneys' fees.
- 15.3. You agree that these terms affect interstate commerce. Accordingly, the Federal Arbitration Act and federal arbitration law will apply to this Agreement to Arbitrate and govern its interpretation and enforcement (notwithstanding the choice of law provision set forth in Section 14 above).
- 15.4. **CLASS ACTION WAIVER.** ALL CLAIMS AND DISPUTES WILL BE RESOLVED ON AN INDIVIDUAL BASIS. YOU AND OLD GLORY BANK WAIVE ANY ABILITY TO PARTICIPATE IN A CLASS ACTION AS A CLASS REPRESENTATIVE OR AS A CLASS MEMBER. THERE WILL BE NO CLASS ACTIONS, REPRESENTATIVE ACTIONS, OR CONSOLIDATED ACTIONS EITHER IN ARBITRATION OR IN SMALL CLAIMS COURT. If this Class Action Waiver is held unenforceable, in whole or in part, as to any claim, then the Agreement to Arbitrate also will not apply to that claim.

16. **Miscellaneous.**

- 16.1. **Service Level.** Subject to these Terms of Service, the Service is generally available 24 hours a day, seven (7) days a week, with the exception of outages for maintenance and circumstances beyond the control of Old Glory Bank.
- 16.2. **Mobile Services and Text Messages.** The Services may include certain features that may be made available via a mobile device, including the ability to: (i) upload User Content to the Platform; (ii) browse the Platform; and (iii) access certain items through an application downloaded and installed on a mobile device (collectively, the “Mobile Services”). To the extent you access Mobile Services, your wireless service carrier’s standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. When setting up your Old Glory Alliance account, if you click “Send code” by “Text Message,” you agree to receive automated and non-automated text messages related to your account from or on behalf of Old Glory Alliance at the phone number provided. You can reply STOP to such text messages to cancel, except for automated text messages related to the security of your account. Message frequency will vary. Message and normal data rates may apply. We will comply with any additional requirements that may apply under local laws and regulations before communicating with you in this manner. In the event that you change or deactivate your mobile telephone number, you agree to promptly update your Old Glory Alliance account information to ensure that your messages are not sent to the person that acquires your old number.
- 16.3. **Severability; Headings.** The invalidity or unenforceability of any particular provision of these Terms of Service shall not affect the other provisions hereof, and these Terms of Service shall be construed in all respects as if such invalid or unenforceable provision were omitted. The headings contained in these Terms of Service are for reference only and shall not affect the meaning of any of the provisions of these Terms of Service.
- 16.4. **Integration; Third Party Rights.** These Terms of Service, along with the Alliance Privacy Policy and the OGB Terms and Conditions, constitute the entire agreement between the OGB Parties and you pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto; provided, however, if any provision of these Terms of Service conflict with the Account Terms of Use, these Terms of Service shall control. Nothing expressed or implied herein is intended or shall be construed, to confer upon or give any person, firm or corporation other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of these Terms of Service, or result in their being deemed a third party beneficiary hereof or the Service.

- 16.5. **Waiver.** Platform's failure to insist upon strict compliance with any provision of, or to assert any right under, these Terms of Service, including (without limitation to) our right to terminate your Service, shall not be deemed to be a waiver of such provision or right or of any other provision of or right under these Terms of Service.

-End-