

PRIVACY POLICY

Last updated: March 15, 2021

This privacy policy sets forth how Climate Power, a project of Fund for a Better Future (“we” or “us”), collects, uses, and shares personal information collected at <https://thegreatamericanbuild.com/> and other related sites controlled by us now or in the future (together, the “Website”).

We are providing this Website as a service, and your use of this service is subject to this privacy policy.

We collect information about Website users (“users”) to provide personalized services, for informational purposes, and for any other purpose disclosed to you at the time of collection.

1. Personal information

“Personal information” is information that would allow someone to identify or contact users including users’ names, organizations, addresses, and email addresses. We collect personal information when users subscribe to electronic information services or send communications to us.

We may offer you the option to sign up for email communications, which may provide updates from us, invitations to events, or periodic newsletters. These communications are entirely voluntary and only serve to enhance our service. Users may limit the collection and use of their personal information by not participating in activities in which we collect personal information. If we send you promotional communications, we will give you opportunities to unsubscribe from these communications. Additionally, users may choose to discontinue the collection, use, and disclosure of their personal information by using the Website by not registering or by discontinuing use of the

Website. You may email info@fundforabetterfuture.org to *find out what information we have collected about you, and to request any changes.*

We may share your personal information with organizations, groups, or causes that we believe have similar viewpoints, principles, or objectives.

Your personal information may be disclosed if we are required to do so by law, or if we believe in good-faith that such action is necessary to: (a) comply with legal process or conform with applicable law; (b) defend and protect our legal rights, or the rights of our users; and (c) act under emergency circumstances to protect the safety of ourselves, our agents and affiliates, users of the Website, or the public.

2. Device information

Device information is technical information about users including IP addresses, browser types, and access times. This information may be used for analysis purposes or to customize our Website for users.

For instance, we may use third-party vendors (such as Google Analytics) to analyze how users use our Website. To learn more about how Google uses data when you use our Website, see www.google.com/policies/privacy/partners/, or any other URL Google may provide from time to time.

A. Service Providers

We occasionally use independent contractors and third-party agents, affiliates, and partners to conduct marketing, analytics, customer service or other services, on our behalf.

B. Assumption of risk

Although we strive to protect the transmission and storage of any information submitted by visitors to the Website, no transmission and storage of data is completely secure. Your submissions are solely at your risk.

Under no circumstance, to the extent permitted by law, will we be liable for damages resulting from use of information collected from visitors to the Website.

C. Cookies

The Website may use standard technology called “cookies.” Cookies are small pieces of information stored on a user’s hard drive, not on the Website. Cookies allow users to log in without re-entering information each time users visit the Website. Cookies help us understand how users in general use the Website, which allows us to continually improve the Website and tailor the user’s experience. If cookies are disabled, some parts of the Website may not work properly. Additional information on cookies and how to disable them is provided by the Interactive Advertising Bureau at www.allaboutcookies.org.

The Website may also use web beacons or flash cookies to allow us and our technology providers to analyze usage patterns.

E. Notification of changes

We reserve the right, in our discretion, to change, modify, add or remove portions of this privacy policy at any time. If, at some point in the future, there is a material change to our information usage practices that affects your personal information, we shall attempt to notify users via email. We may also email users who have opted to receive communications from us to notify them of changes to this policy.

F. California Do Not Track Disclosure

Do Not Track is a privacy setting users can set in their web browsers. When a user turns on the Do Not Track signal, the browser sends a message to websites requesting them not to track the user. For information about Do Not Track, visit www.allaboutdnt.org, which includes information on how to turn on Do Not Track in your browser. At this time, the Website does not respond to Do Not Track browser settings or signals.

G. Applicable laws

The Website is published in the United States and is intended for, and directed to, users in the United States. If you are accessing the Website from any other region with laws or regulations governing personal data collection, use, and disclosure that differ from United States laws, please be advised that through your continued use of the Website, which is governed by United States law, this privacy policy, and our terms of use, you are transferring your personal information to the United States and you consent to that transfer.

If you have any questions, [contact us](#).

Fund for a Better Future

555 Capitol Mall, Suite 1095

Sacramento, CA 95814

916.442.5057 (voice)

916.624.2259 (fax)

info@fundforabetterfuture.org

TERMS OF USE

These terms of use apply to the Climate Power, a project of Fund for a Better Future (“we” and “us”), website located at <https://thegreatamericanbuild.com/> and any other

websites controlled by us (the “Website”), however the Website is accessed and/or used.

By using our Website, you are accepting these terms of use. We reserve the right to modify or amend these terms without notice, and your continued use of the Website following the posting of changes to these terms of use will mean you accept those changes.

A. Third-party posts

Website users are prohibited from posting or submitting any unlawful or tortious material, or any other material that could be considered a criminal offense or give rise to civil liability. If we, in our sole discretion, determine that postings or submissions violate this term, they may be removed. We will fully cooperate with any lawful court order or subpoena requesting or directing us to disclose the identity of the user posting or submitting such materials.

B. Third-party links

This Website may contain links to third-party websites that are not controlled by us. These links are provided solely for your convenience. By clicking on these links, you will be directed away from this Website, and we are not responsible for any content, materials, or other information located on or accessible from any other web address. We are also not responsible for donations you make or any products or services that you purchase from external websites. No material found within any linked website is endorsed or guaranteed by us. If you choose to access any other websites linked to or from this Website, you do so entirely at your own risk.

C. Website access and restrictions on use

You acknowledge that the site is for personal use only and agree that you will not use the site for any commercial purposes. We hereby grant you permission to make copies

of any part of the Website in any medium to use for noncommercial purposes, provided that your copy retains our marks and copyright notices. Our prior consent is required if you wish to use any of the content on the Website for any other purpose.

You further agree not to use or launch any automated system, including without limitation, “robots,” “spiders,” “offline readers,” etc., that accesses the Website in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser. You may not circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any content or enforce limitations on use of the Website or the content therein.

Notwithstanding the foregoing, we grant the operators of public search engines permission to use spiders to copy materials from the Website for the sole purpose of creating publicly available searchable indices of the materials. We reserve the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information from the Website, nor to use the communication systems provided by the Website for any commercial solicitation purposes. You further agree not to solicit any users of the Website for any commercial purposes.

Your permission to use this Website is conditioned on your compliance with these terms of use.

D. Disclaimers

Your use of this Website is at your risk. Any content and services provided on or through this Website are provided “as is” and without any warranties of any kind, including warranties of fitness for a particular purpose, merchantability, or noninfringement of intellectual property. We do not warrant the accuracy or

completeness of any information, materials, or services provided on or through this Website, to the extent permitted by law.

E. Limitations of liability

We do not assume any responsibility, and will not be liable, for any damages to your electronic equipment used to access, browse, or download materials from this Website, including viruses. Continuous, uninterrupted, or secure access to our Website is not guaranteed, and operation of the Website may be impacted by a variety of external factors beyond our control.

Under no circumstance will we, or any of our officers, directors, trustees, employees, attorneys, agents, sponsors, successors, and/or assigns, nor any party involved in the creation or transmission of this Website, be liable for any indirect, special, punitive, incidental or consequential damages, such as lost profits, lost data or business interruption, arising out of or resulting from the use or inability to use this Website, any linked websites, or any materials, information, or services found on any or all such websites, whether based on contract, tort, warranty or any other legal theory, regardless of being advised of the potential for such damages, to the extent permitted by law.

F. Indemnity

You agree to indemnify, defend, and hold harmless us, our officers, directors, trustees, employees, attorneys, agents, sponsors, successors, and/or assigns, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you of these terms of use or any breach by you of your representations and warranties hereunder. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification.

G. General

These terms of use shall be governed by the laws of the State of California, any claim or dispute that arises in whole or in part from the Website shall be decided exclusively by a court of competent jurisdiction located in the State of California. Venue for any action shall be in Sacramento County, California. These terms of use, together with the privacy policy and any other legal notices we publish on the Website, shall constitute the entire agreement between us concerning the Website. If any provision of these terms of use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these terms of use, which shall remain in full force and effect. No waiver of any term of this these terms of use shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these terms of use shall not constitute a waiver of such right or provision.