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- www.GovernmentAnalytica.com

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A. Terms and Conditions of Use

Updated 16 September 2022

1. Agreement to Terms

1.1 These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (henceforth you), and Government Analytica LLC, located at 601 Upton Avenue South, Minneapolis, MN 55405 United States (we, us), concerning your access to and use of the Government Analytica LLC webSite, content provided through the webSite weather on webpages or as downloads, as well as any related applications (henceforth the Site).

The Site provides the following services: At Government Analytica®, we give our clients advice on strategy, public policy, advocacy, and business development by using data and analytics that highlights the public-value of their proposals and initiatives. (Services). You agree that by accessing our Site, Products, or Services, you have read, understood, and agree to be bound by all of these Terms and Conditions.



If you do not agree with all of these Terms and Conditions, then you are prohibited from using the Site, Products, and Services and you must discontinue use immediately. We recommend that you print a copy of these Terms and Conditions for future reference.

- 1.2 The supplemental policies set out in Section 1.7 below, as well as any supplemental terms and condition or documents that may be posted on the Site from time to time, are expressly incorporated by reference.
- 1.3 We may make changes to these Terms and Conditions at any time. The updated version of these Terms and Conditions will be indicated by an updated "Revised" date and the updated version will be effective as soon as it is accessible. You are responsible for reviewing these Terms and Conditions to stay informed of updates. Your continued use of the Site represents that you have accepted such changes.
- 1.4 We may update or change the Site from time to time to reflect changes to our products and services, our users' needs and/or our business priorities.
- 1.5 Our Site is accessible globally. The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.
- 1.6 The Site is intended for users who are at least 18 years old. If you are under the age of 18, you are not permitted to register for the Site or use the Services without parental permission.
- 1.7 Additional policies which also apply to your use of the Site include:
- Our Privacy Policy is **present within this document**, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Site, you consent to such processing, and you warrant that all data provided by you is accurate.
- Our Cookie Policy is here, which sets out information about the cookies on the Site.

2. Acceptable Use

- 2.1 You may not access or use the Site for any purpose other than that for which we make the Site and our services available. The Site and some or all of its content may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.
- 2.2 As a user of this Site, you agree not to:
 - Systematically retrieve data or other content from the Site to a compile database or directory without written permission from us
 - Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users to send unsolicited email or creating user accounts under false pretenses
 - Use a buying agent or purchasing agent to make purchases on the Site



- Use the Site to advertise or sell goods and services
- Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any content or enforce limitations on the use
- Engage in unauthorized framing of or linking to the Site
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords
- Make improper use of our support services, or submit false reports of abuse or misconduct
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools
- Interfere with, disrupt, or create an undue burden on the Site or the networks and services connected to the Site
- Attempt to impersonate another user or person, or use the username of another user
- Sell or otherwise transfer your profile
- Use any information obtained from the Site in order to harass, abuse, or harm another person
- Use the Site or our content as part of any effort to compete with us or to create a revenue-generating endeavor or commercial enterprise
- Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site
- Attempt to access any portions of the Site that you are restricted from accessing
- Harass, annoy, intimidate, or threaten any of our employees, agents, or other users
- Delete the copyright or other proprietary rights notice from any of the content
- Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material that interferes with any party's uninterrupted use and enjoyment of the Site, or any material that acts as a passive or active information collection or transmission mechanism
- Use, launch, or engage in any automated use of the system, such as using scripts to send comments or messages, robots, scrapers, offline readers, or similar data gathering and extraction tools
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site
- Use the Site in a manner inconsistent with any applicable laws or regulations
- Threaten users with negative feedback or offering services solely to give positive feedback to users
- Misrepresent experience, skills, or information about a User
- Advertise products or services not intended by us
- Falsely imply a relationship with us or another company with whom you do not have a relationship

3. Our content

- 3.1 Unless otherwise indicated, the Site, Products, and/or Services including source code, databases, functionality, software, webSite designs, audio, video, text, photographs, and graphics on the Site (Our Content) are owned by us or licensed to us, and are protected by copyright and trademark laws.
- 3.2 Except as expressly provided in these Terms and Conditions, no part of the Site, Services or Our Content may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated,



transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

- 3.3 Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and Our Content and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use.
- 3.4 You shall not (a) try to gain unauthorized access to the Site or any networks, servers or computer systems connected to the Site; and/or (b) make for any purpose including error correction, any modifications, adaptions, additions or enhancements to the Site or Our Content, including the modification of the paper or digital copies you may have downloaded.
- 3.5 We shall (a) prepare the Site and Our Content with reasonable skill and care; and (b) use industry standard virus detection software to try to block the uploading of content to the Site that contains viruses.
- 3.6 The content on the Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content on the Site.
- 3.7 Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that Our Content on the Site is accurate, complete or up to date.

4. Site Management

- 4.1 We reserve the right at our sole discretion, to (1) monitor the Site for breaches of these Terms and Conditions; (2) take appropriate legal action against anyone in breach of applicable laws or these Terms and Conditions; (3) remove from the Site or otherwise disable all files and content that are excessive in size or are in any way a burden to our systems; and (4) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site, Products, and/or Services.
- 4.2 We do not guarantee that the Site will be secure or free from bugs or viruses.
- 4.3 You are responsible for configuring your information technology, computer programs and platform to access the Site and you should use your own virus protection software.

5. Modifications to and availability of the Site

5.1 We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. We also reserve the right to modify or discontinue all or part of the Services without notice at any time.



5.2 We cannot guarantee the Site, Products, and/or Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site or Services during any downtime or discontinuance of the Site or Services. We are not obliged to maintain and support the Site or Services or to supply any corrections, updates, or releases.

5.3 There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Services, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information at any time, without prior notice.

6. Disclaimer/Limitation of Liability

6.1 The Site, Products, and/or Services are provided on an as-is and as-available basis. You agree that your use of the Site and/or Services will be at your sole risk except as expressly set out in these Terms and Conditions. All warranties, terms, conditions and undertakings, express or implied (including by statute, custom or usage, a course of dealing, or common law) in connection with the Site, Products, and/or Services and your use thereof including, without limitation, the implied warranties of satisfactory quality, fitness for a particular purpose and non-infringement are excluded to the fullest extent permitted by applicable law.

We make no warranties or representations about the accuracy or completeness of the Site's content and are not liable for any (1) errors or omissions in content: (2) any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored on our server; (3) any interruption or cessation of transmission to or from the Site or services; and/or (4) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Site by any third party. We will not be responsible for any delay or failure to comply with our obligations under these Terms and Conditions if such delay or failure is caused by an event beyond our reasonable control.

6.2 Our responsibility for loss or damage suffered by you:

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so.
- If we fail to comply with these Terms and Conditions, we will be responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms and Conditions, but we would not be responsible for any loss or damage that were not foreseeable at the time you started using the Site/Services.

Notwithstanding anything to the contrary contained in the Disclaimer/Limitation of Liability



section, our liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to a total aggregate amount equal to the amount paid, if any, by you to us for the Services/Site during the six (6) month period prior to any cause of action arising.

If you are a business user.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our Site/Services; or
- use of or reliance on any content displayed on our Site.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user:

- Please note that we only provide our Site for domestic and private use. You agree not to use our Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.
- You have legal rights in relation to goods that are faulty or not as described. Nothing in these Terms and Conditions will affect these legal rights.

7. Term and Termination

7.1 These Terms and Conditions shall remain in full force and effect while you use the Site or Products or Services or are otherwise a user of the Site, as applicable. You may terminate your use or participation at any time, for any reason, by following the instructions for terminating user accounts in your account settings, if available, or by contacting us at info@GovernmentAnalytica.com.



7.2 Without limiting any other provision of these Terms and Conditions, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the Site and the Services (including blocking certain IP addresses), to any person for any reason including without limitation for breach of any representation, warranty or covenant contained in these Terms and Conditions or of any applicable law or regulation.

If we determine, in our sole discretion, that your use of the Site/Services is in breach of these Terms and Conditions or of any applicable law or regulation, we may terminate your use or participation in the Site and the Services or delete any content or information that you posted at any time, without warning, in our sole discretion.

7.3 If we terminate or suspend your account for any reason set out in this Section 9, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

8. General

8.1 Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

You hereby agree to the use of electronic signatures, contracts, orders and other records and to electronic delivery of notices, policies and records of transactions initiated or completed by us or via the Site. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

- 8.2 These Terms and Conditions and any policies or operating rules posted by us on the Site or in respect to the Services constitute the entire agreement and understanding between you and us.
- 8.3 Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision.
- 8.4 We may assign any or all of our rights and obligations to others at any time.
- 8.5 We shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond our reasonable control.
- 8.6 If any provision or part of a provision of these Terms and Conditions is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.



- 8.7 There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the Site or Services.
- 8.8 For consumers only Please note that these Terms and Conditions, their subject matter and their formation, are governed by U.S. law and laws of the State of Minnesota where Government Analytica LLC is registered.
- 8.9 For business users only If you are a business user, these Terms and Conditions, their subject matter and their formation (and any non-contractual disputes or claims) are governed by by U.S. law and laws of the State of Minnesota where Government Analytica LLC is registered.
- 8.10 A person who is not a party to these Terms and Conditions shall have no right under the Contracts to enforce any term of these Terms and Conditions.
- 8.11 In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us by email at info@Government Analytica LLC.com or by mail to:

Government Analytica LLC 601 Upton Avenue South Minneapolis, MN 55405 United States



B. Website Cookie Policy

We use essential cookies to make our site work. With your consent, we may also use non-essential cookies to improve user experience, personalize content, customize advertisements, and analyze website traffic. For these reasons, we may share your site usage data with our social media, advertising, and analytics partners. By clicking "Accept," you agree to our website's cookie use as described in our <u>Cookie Policy</u>. You can change your cookie settings at any time by clicking "<u>Preferences</u>."

Last updated September 11, 2022

This Cookie Policy explains how Government Analytica LLC ("Company," "we," "us," and "our") uses cookies and similar technologies to recognize you when you visit our website at https://governmentanalytica.com ("Website"). It explains what these technologies are and why we use them, as well as your rights to control our use of them.

In some cases we may use cookies to collect personal information, or that becomes personal information if we combine it with other information.

What are cookies?

Cookies are small data files that are placed on your computer or mobile device when you visit a website. Cookies are widely used by website owners in order to make their websites work, or to work more efficiently, as well as to provide reporting information.

Cookies set by the website owner (in this case, Government Analytica LLC) are called "first-party cookies." Cookies set by parties other than the website owner are called "third-party cookies." Third-party cookies enable third-party features or functionality to be provided on or through the website (e.g., advertising, interactive content, and analytics). The parties that set these third-party cookies can recognize your computer both when it visits the website in question and also when it visits certain other websites.

Why do we use cookies?

We use first- and third-party cookies for several reasons. Some cookies are required for technical reasons in order for our Website to operate, and we refer to these as "essential" or "strictly necessary" cookies. Other cookies also enable us to track and target the interests of our users to enhance the experience on our Online Properties. Third parties serve cookies through our Website for advertising, analytics, and other purposes. This is described in more detail below.

How can I control cookies?

You have the right to decide whether to accept or reject cookies. You can exercise your cookie rights by setting your preferences in the Cookie Consent Manager. The Cookie Consent Manager allows you to



select which categories of cookies you accept or reject. Essential cookies cannot be rejected as they are strictly necessary to provide you with services.

The Cookie Consent Manager can be found in the notification banner and on our website. If you choose to reject cookies, you may still use our website though your access to some functionality and areas of our website may be restricted. You may also set or amend your web browser controls to accept or refuse cookies.

The specific types of first- and third-party cookies served through our Website and the purposes they perform are described in the table below (please note that the specific cookies served may vary depending on the specific Online Properties you visit):

Essential Website Cookies

These cookies are strictly necessary to provide you with services available through our Website and to use some of its features, such as access to secure areas.

Name: __cf_bm

Purpose: Cloudflare places the cookie on end-user devices that access customer sites protected by Bot

Management or Bot Fight Mode.

Provider: .hubspot.com

Service: Cloudflare View Service Privacy Policy

Country: United States
Type: server_cookie
Expires in: 30 minutes
Name: tlbcpv

Purpose: Used to record unique visitor views of the consent banner.

Provider: .termly.io

Service: Termly View Service Privacy Policy

Country: United States
Type: http_cookie

Expires in: 1 year

Analytics and Customization Cookies

These cookies collect information that is used either in aggregate form to help us understand how our Website is being used or how effective our marketing campaigns are, or to help us customize our Website for you.

Name: _ga_#

Purpose: Used to distinguish individual users by means of designation of a randomly generated number

as client identifier, which allows calculation of visits and sessions



Provider: .governmentanalytica.com

Service: Google analytics View Service Privacy Policy

Country: United States
Type: http_cookie

Expires in: 1 year 11 months 29 days

Name: __ptq.gif Purpose: _____

Provider: governmentanalytica.com

Service:
Country: United States
Type: pixel_tracker
Expires in: session

Name: _ga

Purpose: It records a particular ID used to come up with data about website usage by the user. It is a HTTP

cookie that expires after 2 years.

Provider: .governmentanalytica.com

Service: Google Analytics View Service Privacy Policy

Country: United States
Type: http_cookie

Expires 1 year 11 months 29 days

in:

Advertising Cookies

These cookies are used to make advertising messages more relevant to you. They perform functions like preventing the same ad from continuously reappearing, ensuring that ads are properly displayed for advertisers, and in some cases selecting advertisements that are based on your interests.

Name: a

Purpose: Registers a unique ID that identifies a returning user's device. The ID is used for targeted ads.

Provider: governmentanalytica.com

Service: Cox Digital Solutions (Fomerly Adify) View Service Privacy Policy

Country: United States
Type: pixel_tracker

Expires in: session

Name: wc_fragments_#



Purpose: Used to remember items a user has placed in a shopping cart and ensure that cart functionality

works perfectly. It expires immediately a user leaves the site.

Provider: governmentanalytica.com

Service: Woocommerce View Service Privacy Policy

Country: United States

Type: html_session_storage

Expires in: session

Name: td

Purpose: Used to deliver targeted adverts to users based on browsing activity. It is a HTTP cookie.

Provider: governmentanalytica.com

Service: UnrulyX View Service Privacy Policy

Country: United States
Type: pixel_tracker
Expires in: session

Unclassified Cookies

These are cookies that have not yet been categorized. We are in the process of classifying these cookies with the help of their providers.

Name: m
Purpose: _____
Provider: m.stripe.com
Service: ____
Country: United States
Type: server_cookie

Expires in: 1 year 11 months 29 days

Name: wc_cart_hash_eb2156629c59b89b458fbf46d43fb3d8

Purpose: _____

Provider: governmentanalytica.com

Service: _____ Country: United States

Type: html_local_storage

Expires in: persistent

How can I control cookies on my browser?



As the means by which you can refuse cookies through your web browser controls vary from browser to browser, you should visit your browser's help menu for more information. The following is information about how to manage cookies on the most popular browsers:

- Chrome
- Internet Explorer
- Firefox
- Safari
- Edge
- Opera

In addition, most advertising networks offer you a way to opt out of targeted advertising. If you would like to find out more information, please visit:

- Digital Advertising Alliance
- Digital Advertising Alliance of Canada
- European Interactive Digital Advertising Alliance

What about other tracking technologies, like web beacons?

Cookies are not the only way to recognize or track visitors to a website. We may use other, similar technologies from time to time, like web beacons (sometimes called "tracking pixels" or "clear gifs"). These are tiny graphics files that contain a unique identifier that enables us to recognize when someone has visited our Website or opened an email including them. This allows us, for example, to monitor the traffic patterns of users from one page within a website to another, to deliver or communicate with cookies, to understand whether you have come to the website from an online advertisement displayed on a third-party website, to improve site performance, and to measure the success of email marketing campaigns. In many instances, these technologies are reliant on cookies to function properly, and so declining cookies will impair their functioning.

Do you use Flash cookies or Local Shared Objects?

Websites may also use so-called "Flash Cookies" (also known as Local Shared Objects or "LSOs") to, among other things, collect and store information about your use of our services, fraud prevention, and for other site operations.

If you do not want Flash Cookies stored on your computer, you can adjust the settings of your Flash player to block Flash Cookies storage using the tools contained in the <u>Website Storage Settings Panel</u>. You can also control Flash Cookies by going to the <u>Global Storage Settings Panel</u> and following the instructions (which may include instructions that explain, for example, how to delete existing Flash Cookies (referred to "information" on the Macromedia site), how to prevent Flash LSOs from being placed on your computer without your being asked, and (for Flash Player 8 and later) how to block Flash Cookies that are not being delivered by the operator of the page you are on at the time).

Please note that setting the Flash Player to restrict or limit acceptance of Flash Cookies may reduce or impede the functionality of some Flash applications, including, potentially, Flash applications used in connection with our services or online content.



Do you serve targeted advertising?

Third parties may serve cookies on your computer or mobile device to serve advertising through our Website. These companies may use information about your visits to this and other websites in order to provide relevant advertisements about goods and services that you may be interested in. They may also employ technology that is used to measure the effectiveness of advertisements. They can accomplish this by using cookies or web beacons to collect information about your visits to this and other sites in order to provide relevant advertisements about goods and services of potential interest to you. The information collected through this process does not enable us or them to identify your name, contact details, or other details that directly identify you unless you choose to provide these.

How often will you update this Cookie Policy?

We may update this Cookie Policy from time to time in order to reflect, for example, changes to the cookies we use or for other operational, legal, or regulatory reasons. Please therefore revisit this Cookie Policy regularly to stay informed about our use of cookies and related technologies.

The date at the top of this Cookie Policy indicates when it was last updated.

Where can I get further information?

If you have any questions about our use of cookies or other technologies, please email us at info@governmentanalytica.com or by post to:

Government Analytica LLC 601 Upton Ave S, Minneapolis, MN 55405, USA Minneapolis, MN 55405 United States



C. Privacy Policy

We use essential cookies to make our site work. With your consent, we may also use non-essential cookies to improve user experience, personalize content, customize advertisements, and analyze website traffic. For these reasons, we may share your site usage data with our social media, advertising, and analytics partners only to improve our site. By clicking "Accept," when you first arrive at our site, you agree to our website's cookie use as described in our Cookie Policy below. You can change your cookie settings at any time by clicking "Preferences."

Please review our website use Terms and Conditions for additional information. Please read our cookie policy for additional information.

