# **PRIVACY POLICY**

Last Updated: April 1, 2025

This Privacy Policy explains the information collection, use, and sharing practices of Excel Partners ("we." "us." and "our").

Unless otherwise stated, this Policy describes and governs the information collection, use, and sharing practices of Excel Partners with respect to your use of our website https://www.excel-partners.com/ and the services ("Services") we provide and/or host on our servers.

Before you use or submit any information through or in connection with the Services, please carefully review this Privacy Policy. By using any part of the Services, you understand that your information will be collected, used, and disclosed as outlined in this Privacy Policy.

If you do not agree to this privacy policy, please do not use our Services.

# Our Principles

Excel Partners has designed this policy to be consistent with the following principles:

- Privacy policies should be human readable and easy to find.
- Data collection, storage, and processing should be simplified as much as
  possible to enhance security, ensure consistency, and make the practices easy
  for users to understand.
- Data practices should meet the reasonable expectations of users.

# Information We Collect

We collect information in multiple ways, including when you provide information directly to us; when we passively collect information from you, such as from your browser or device; and from third parties.

Information You Provide Directly to Us

We will collect any information you provide to us. We may collect information from you in a variety of ways, such as when you: (a) create an online account, (b) make a purchase, or (c) contact us or provide feedback. This information may include but is not limited to your name, email address, phone number, mailing address, payment information and your geographic location.

# Information that Is Automatically Collected

# Device/Usage Information

We may automatically collect certain information about the computer or devices (including mobile devices or tablets) you use to access the Services. As described further below, we may collect and analyze (a) device information such as IP addresses, location information (by country and city), unique device identifiers, IMEI and TCP/IP address, browser types, browser language, operating system, mobile device carrier information, and (b) information related to the ways in which you interact with the Services, such as referring and exit web pages and URLs, platform type, the number of clicks, domain names, landing pages, pages and content viewed and the order of those pages, statistical information about the use of the Services, the amount of time spent on particular pages, the date and time you used the Services, the frequency of your use of the Services, error logs, and other similar information. As described further below, we may use third-party analytics providers and technologies, including cookies and similar tools, to assist in collecting this information.

## Information from Third Parties

To the extent permitted by law, we may also collect information from third parties, including public sources, social media platforms, and marketing and market research firms. Depending on the source, this information collected from third parties could include name, contact information, demographic information, information about an individual's employer, information to verify identity or trustworthiness, and information for other fraud or safety protection purposes.

#### How We Use Your Information

We may use the information we collect from and about you to:

- Fulfill the purposes for which you provided it.
- Provide and improve the Services, including to develop new features or services, take steps to secure the Services, and for technical and customer support.
- Fundraise, accept donations, or process transactions.
- Send you information about your interaction or transactions with us, account alerts, or other communications, such as newsletters to which you have subscribed.
- Process and respond to your inquiries or to request your feedback.
- Conduct analytics, research, and reporting, including to synthesize and derive insights from your use of our Services.
- Comply with the law and protect the safety, rights, property, or security of Excel Partners, the Services, our users, and the general public; and

• Enforce our Terms of Use, including to investigate potential violations thereof.

Please note that we may combine information that we collect from you and about you (including automatically collected information) with information we obtain about you from our affiliates and/or non-affiliated third parties, and use such combined information in accordance with this Privacy Policy.

We may aggregate and/or de-identify information collected through the Services. We may use de-identified and/or aggregated data for any purpose, including without limitation for research and marketing purposes.

Legal Compliance and Protection of Creative Commons and Others.

We may disclose your information if required to do so by law or on a good faith belief that such disclosure is permitted by this Privacy Policy or reasonably necessary or appropriate for any of the following reasons: (a) to comply with legal process; (b) to enforce or apply our Terms of Use and this Privacy Policy, or other contracts with you, including investigation of potential violations thereof; (c) enforce our Charter including the Code of Conduct and policies contained and incorporated therein, (d) to respond to your requests for customer service; and/or (e) to protect the rights, property, or personal safety of Excel Partners, our agents and affiliates, our users, and the public. This includes exchanging information with other companies and organizations for fraud protection, and spam/malware prevention, and similar purposes.

### Business Transfers.

As we continue to develop our business, we may engage in certain business transactions, such as the transfer or sale of our assets. In such transactions, (including in contemplation of such transactions, e.g., due diligence) your information may be disclosed. If any of our assets are sold or transferred to a third party, customer information (including your email address) would likely be one of the transferred business assets.

Affiliated Companies.

We may disclose your information with current or future affiliated companies.

Consent.

We may disclose your information to any third parties based on your consent to do so.

Aggregate/De-identified Information.

We may disclose de-identified and/or aggregated data for any purpose to third parties, including advertisers, promotional partners, and/or others.

Legal Basis for Processing Personal Data

The laws in some jurisdictions require companies to tell you about the legal ground they rely on to use or disclose information that can be directly linked to or used to identify you. To the extent those laws apply, our legal grounds for processing such information are as follows:

To Honor Our Contractual Commitments to You.

Much of our processing of information is to meet our contractual obligations to provide services to our users.

Legitimate Interests.

In many cases, we handle information on the ground that it furthers our legitimate interests in ways that are not overridden by the interests or fundamental rights and freedoms of the affected individuals, these include:

- Customer service
- Marketing, advertising, and fundraising
- Protecting our users, personnel, and property
- Managing user accounts
- Organizing and running events and programs
- Analyzing and improving our business
- Managing legal issues

We may also process information for the same legitimate interests of our users and business partners.

Legal Compliance.

We may need to use and disclose information in certain ways to comply with our legal obligations.

Consent.

Where required by law, and in some other cases where legally permissible, we handle information on the basis of consent. Where we handle your information on the basis of consent, you have the right to withdraw your consent; in accordance with applicable law.

Online Analytics

We may use third-party web analytics services (such as Google Analytics) on our Services to collect and analyze the information discussed above, and to engage in auditing, research, or reporting. The information (including your IP address) collected by various analytics technologies described in the "Cookies and Other Tracking Technologies" section above will be disclosed to or collected directly by these service providers, who use the information to evaluate your use of the Services, including by noting the third-party website from which you arrive to our Site, analyzing usage trends, assisting with fraud prevention, and providing certain features to you. To prevent Google Analytics from using your information for analytics, you may install the official Google Analytics Opt-out Browser Add-on.

Your Choices and Data Subject Rights

You have various rights with respect to the collection and use of your information through the Services. Those choices are as follows:

## Email Unsubscribe

You may unsubscribe from our marketing emails at any time by clicking on the "unsubscribe" link at the bottom of each email.

#### **Account Preferences**

If you have registered for an account with us through our Services, you can update your account information or adjust your email communications preferences by logging into your account and updating your settings.

## Security Measures

We have implemented technical, physical, and organizational security measures to protect against the loss, misuse, and/or alteration of your information. These safeguards vary based on the sensitivity of the information that we collect and store. However, we cannot and do not guarantee that these measures will prevent every unauthorized attempt to access, use, or disclose your information since despite our efforts, no Internet and/or other electronic transmissions can be completely secure.

#### Data Retention

We retain the information we collect for as long as necessary to fulfill the purposes set forth in this Privacy Policy or as long as we are legally required or permitted to do so. Information may persist in copies made for backup and business continuity purposes for additional time.

## Third-Party Links and Services

The Services may contain links to third-party websites (e.g., social media sites like Facebook and Twitter), third-party plug-ins (e.g., the Facebook "like" button and Twitter "follow" button), and other services. If you choose to use these sites or features, you may disclose your information not just to those third-parties, but also to their users and the public more generally depending on how their services function. Creative Commons is not responsible for the content or privacy practices of such third party websites or services. The collection, use and disclosure of your information will be subject to the privacy policies of the third party websites or services, and not this Privacy Policy. We encourage you to read the privacy statements of each and every site you visit.

# Changes to this Privacy Policy

We will continue to evaluate this Privacy Policy as we update and expand our Services, and we may make changes to the Privacy Policy accordingly. We will post any changes here and revise the date last updated above. We encourage you to check this page periodically for updates to stay informed on how we collect, use and share your information. If we make material changes to this Privacy Policy, we will provide you with notice as required by law.

Questions About this Privacy Policy

If you have any questions about this Privacy Policy or our privacy practices, you can contact us immediately.

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# **TERMS OF SERVICE**

Thanks for taking the time to learn about Excel Partners's legal policies. Here you can learn more about how we protect your privacy, what you can and can't do with Excel Partners, and how we handle user accounts.

These Terms of Service ("*Terms*") apply to your access to and use of the websites, applications and other products and services, including email services, trainings, events, marketing services, review and message boards and various other message communication applications (collectively, our "*Services*") provided by Excel Partners. ("*Excel Partners*", "we", or "us").

In addition to these Terms, we may ask you to accept additional terms that apply to specific features, products or services. To the extent any additional terms conflict with

these Terms, the additional terms govern with respect to your access to or use of the applicable feature, product or service.

## Conditions of Use

We will provide services to you, which are subject to the conditions stated below in this document. Every time you visit this website, use its services or make a purchase, you accept the following conditions. This is why we urge you to read them carefully.

# Copyright

Content published on this website (digital downloads, images, texts, graphics, logos) is the property of Excel Partners and/or its content creators and protected by international copyright laws. The entire compilation of the content found on this website is the exclusive property of Excel Partners with copyright authorship for this compilation by Excel Partners.

#### Communications

The entire communication with us is electronic. Every time you send us an email or visit our website, you are going to be communicating with us. You hereby consent to receive communications from us. If you subscribe to the news on our website, you are going to receive regular emails from us. We will continue to communicate with you by posting news and notices on our website and by sending you emails. You also agree that all notices, disclosures, agreements, and other communications we provide to you electronically meet the legal requirements that such communications be in writing.

# Comments, Reviews, and Emails

Visitors may post content as long as it is not obscene, illegal, defamatory, threatening, infringing on intellectual property rights, invasive of privacy, or injurious in any other way to third parties. Content has to be free of software viruses, political campaigns, and commercial solicitation.

We reserve all rights (but not the obligation) to remove and/or edit such content. When you post your content, you grant Excel Partners non-exclusive, royalty-free and irrevocable right to use, reproduce, publish, modify such content throughout the world in any media.

## License and Site Access

We grant you a limited license to access and make personal use of this website. You are not allowed to download or modify it. This may be done only with written consent from us.

# REPORTING ABUSE

If you think anyone using the Services is violating any of these Terms, please notify us immediately.