

**JEFFRY L. HARDIN, ESQ.**

786 Stephanie Circle  
Great Falls, Virginia 22066  
(jeffry.hardin@outlook.com)

*Admitted  
only in  
DC*

February 27, 2019

**BY HAND DELIVERY**

Federal Election Commission  
Office of the General Counsel  
1050 First Street, N.E.  
Washington, D.C. 20002

Attention: Neven Stipanovic, Esq., Acting Associate General Counsel for Policy

**Re: Advisory Opinion Request**

Dear Mr. Stipanovic:

Prytany LLC respectfully requests an advisory opinion pursuant to 52 U.S.C. Section 30108 confirming that its online political contribution payment platform and integrated political messaging platform complies with the Federal Election Campaign Act (the "Act").

**I. Factual Discussion**

Prytany LLC ("**Prytany**") is a non-partisan for-profit Delaware limited liability company that has elected to be treated as a partnership under the Internal Revenue Code for federal tax purposes. Prytany has developed an online platform that is accessible through personal computers, smartphones and other devices with connectivity to the Internet (the "**Prytany Platform**") that:

(1) enables eligible individuals that properly register with Prytany (hereinafter called "**Constituents**") to make permitted political contributions and pledges to federal election campaign committees and national party committees that are registered with the U.S. Federal Election Commission (the "**FEC**") (hereinafter called "**Registered Campaigns**" and "**Registered National Party Committees**," respectively) and that have accepted the online User Agreement and thereby have enrolled with Prytany and have agreed to pay Prytany's fee for using the Prytany Platform (hereinafter called "**Enrolled Committees**");<sup>1</sup>

(2) permits each Enrolled Committee to manage its landing page on the Prytany Platform, to receive contributions made using the Prytany Platform, and to receive information about the Constituents making the contributions to enable such Enrolled Committee to comply its FEC reporting obligations; and

(3) provides to Constituents and Enrolled Committees a platform for engaging in direct and group political messaging and for soliciting from Constituents contributions and pledges to Registered Campaigns and Registered National Party Committees.

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<sup>1</sup> See Attachment 1 for a copy of the latest version of Prytany's User Agreement, which describes the Prytany Platform in much greater detail. Prytany's fees for Constituents and Enrolled Committees to use the Prytany Platform are discussed below in Part I.C.

At this time, Prytany's business is solely related to the development and operation of the Prytany Platform; it does not engage in any activity or process payments other than as described herein. All Registered Committees and Registered National Party Committees may enroll with Prytany. The company's goal is to bypass partisanship. Prytany is not partisan and will not be making any solicitations or communications to Constituents or Enrolled Committees other than emails to promote Prytany, to explain Prytany's functions and benefits, to report on developments that may be of interest to the Constituent, and to report on contributions, pledges and fees.

#### **A. Use of the Prytany Platform by Constituents.**

A Constituent may use the Prytany Platform using his or her mobile device or computer to make one-time or recurring campaign contributions and pledges to Enrolled Committees, to solicit contributions and pledges to Registered Campaigns and Registered National Party Committees from other Constituents, and to share messages and other information with other Constituents, Enrolled Committees and with Groups that he or she or other Constituents or Enrolled Committees have formed on Prytany. Constituents can make contributions and pledges only to Enrolled Committees; contributions and pledges to Registered Campaigns and Registered National Party Committees that are not Enrolled Committees (hereinafter called "**Unenrolled Committees**") are not permitted. Instead, if a Constituent wishes to make a contribution to an Unenrolled Committee, the funds transfer transaction will not be accepted by Prytany and instead will be processed as a commitment by such Constituent to make such contribution if and when the Unenrolled Committee becomes an Enrolled Committee.

Recurring or periodic contributions have no conditions other than the passage of time. Constituents can cancel any future payment at any time before the payment is processed; they will receive email reminders with a link to cancel if so desired. Pledges (or conditional contributions), on the other hand, are those that depend on a certain condition occurring within a certain period of time after the pledge is made. Both the condition and the time period are determined by the Constituent at the time he or she makes the pledge. When either the condition occurs or the time period expires without the condition having been satisfied, the Constituent will receive an email alerting him or her that either the pledge is due or the condition has not been met. The Constituent then may (but is not required to) make the contribution if the condition has occurred, or if it has not occurred but the time period has ended, extend the time period (renew the pledge) or let the pledge lapse. Pledge amounts to an Enrolled Committee will be included in the Constituent's aggregate contribution total to the Enrolled Committee so that the Constituent will not be permitted to make other contributions or pledges to that Enrolled Committee over the Prytany Platform that would, when combined with any outstanding pledges and prior contributions to such Enrolled Committee, exceed the applicable contribution limits. Pledged amounts are not reported to Enrolled Committees as contributions, although each Enrolled Committee can view pledges to it by reviewing its Prytany Account.

The Constituent must make the contribution with his or her own funds and with his or her own personal purchase method and not with a corporate or business purchase method or a method issued to another person. Each Constituent controls and has sole power to direct his or her campaign contributions and pledges provided he or she is in compliance with the Prytany User Agreement. Constituents agree not to make contributions in excess of the federal campaign contribution limits set by the FEC.

To be eligible to use the Prytany Platform to make a campaign contribution or pledge to an Enrolled Committee, the user must (1) be an individual who satisfies the FEC requirements for eligibility to make donations to federal election campaigns or a national party committees (i.e., a U.S citizen or lawfully admitted permanent resident), (2) use the Prytany Platform in the United States, and (3) if the user is accessing the Prytany Platform using his or her mobile device, use the cellular/wireless telephone number that he or she owns. In order to register as a Constituent and to use the Prytany Platform, the user must accept the Prytany User Agreement and then submit to Prytany his or her full name, email address, text-enabled cellular/wireless telephone number, mailing address, date of birth, occupation, employer, and certain other personal information. In certain cases, Prytany also may require the user to submit his or her social security number and a scanned image of his or her driver's license or other government-issued identification card such as a US passport.

Finally, in order actually to make a contribution using the Prytany Platform, a Constituent must agree to the following statements: (1) I am a U.S. citizen or lawfully admitted permanent resident (i.e., green card holder); (2) this contribution is made from my own funds, and funds are not being provided to me by another person or entity for the purpose of making this contribution; (3) I am making this contribution with my own personal credit card or personal bank account and not with a corporate or business credit card or a card issued to another person; (4) I am at least eighteen years old or (5) if I am under eighteen years of age: The decision to contribute is made knowingly and voluntarily by myself; The funds, goods or services contributed are owned or controlled by the minor, proceeds from a trust for which I am a beneficiary or funds withdrawn by the me from a financial account opened and maintained in my name; and, the contribution is not made using funds given to me as a gift for the purpose of making the contribution, and is not in any way controlled by another individual; (6) I am not a federal contractor; and (7) the name on record at Prytany is my legal name and may be used for reporting this contribution to the FEC.

If for any reason Prytany determines that a Constituent's identity must be verified, Prytany may suspend a Constituent's access to the Prytany Platform until that Constituent complies with Prytany's identity verification requirements. Reasons for further identity verification include suspicious activity involving a Constituent's use of the Prytany Platform, any indication that a Constituent may not be who he or she states, and any indication that a Constituent may be a foreign national. Prytany also will require further identity verification if an Enrolled Committee or any governmental authority requests that a Constituent's identity be verified.

Prytany's identity verification methodology requires the Constituent to log on to Prytany's website and then to use the identification card scanning application provided by Prytany to scan and send to Prytany a picture of the Constituent's driver's license or other government-issued identification, which may include the Constituent's US passport if Prytany so requires. If Prytany determines that the scanned identification card appears to be valid, the Constituent's access to the Prytany Platform will be reinstated. If Prytany determines that the scanned identification card appears not to be valid, however, the Constituent's access to the Prytany Platform will continue to be suspended and may be cancelled.

## **B. Use of the Prytany Platform by Enrolled Committees.**

In order for a Registered Campaign to enroll with Prytany and to become an Enrolled Committee, the campaign (1) must be a “principal campaign committee” (as defined by the FEC) and registered with the FEC as an authorized committee designated by a candidate as the principal committee to raise contributions and make expenditures for his or her campaign for a federal office and (2) must accept Prytany’s online User Agreement. In order for a Registered National Party Committee to enroll with Prytany and to become an Enrolled Committee, the committee (1) must be the “national political party committee” (as defined by the FEC) and registered with the FEC as the authorized national committee designated by a political party as its national committee to raise contributions and make expenditures for the political party and (2) must accept Prytany’s online User Agreement. Prytany will validate the Enrolled Committee’s information against the FEC database to ensure the Enrolled Committee is in good standing. A Registered Campaign or Registered National Party Committee that enrolls with Prytany and thereby becomes an Enrolled Committee may manage its landing page on Prytany, may receive contributions made by Constituents using the Prytany Platform through automated (ACH) fund transfers to its designated bank account, may accept pledges made by Constituents using the Prytany Platform, and may use the Prytany Platform to share campaign messages, solicitations and other information with Constituents and with Groups that it, other Enrolled Committees, or Constituents may form on Prytany.

Unenrolled Committees will be unable to use the Prytany Platform. It may not receive contributions or pledges from Constituents using the Prytany Platform, the information on its landing page on the Prytany Platform will be generic and brief rather than featuring information selected by the Registered Campaign or Registered National Party Committee, and it will be unable to send or receive messages using the Prytany Platform. If a Constituent attempts to make a contribution to an Unenrolled Committee, the funds transfer transaction will not be accepted by Prytany and instead will be processed as a commitment by such Constituent to make such contribution if and when the Unenrolled Committee becomes an Enrolled Committee.

## **C. Processing Contributions and Fees.<sup>2</sup>**

### **1. Constituent Transfers and Fees (Inbound Transactions).**

Each individual registering with Prytany to become a Constituent must accept Prytany’s online User Agreement, thereby creating a contractual relationship with Prytany. By accepting Prytany’s online User Agreement, a Constituent agrees to pay certain credit card, debit card and other third-party payment processing fees to cover Prytany’s costs in processing the credit card, debit card and other transaction-related costs. When a Constituent uses his or her credit card or debit card to make a contribution to an Enrolled Committee using the Prytany Platform, the Constituent is charged the standard 2.9% fee plus \$0.30 per transaction charged by Prytany’s third-

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<sup>2</sup> Prytany’s fees are disclosed in Prytany’s online User Agreement, Prytany’s online FAQs, on the Prytany Platform’s payment page at the point of making the contribution, and on the contributor’s email receipt. Each Constituent’s account with Prytany also shows the contributions he or she has made and the fees he or she has paid. Similarly, each Enrolled Committee’s account with Prytany shows the contributions and pledges it has received and the fees it has paid.

party payment processing services provider. There is no fee or charge payable by a Constituent when he or she funds his or her contribution through an ACH bank transfer.

Such inbound transactions (a Constituent transferring funds in the amount of the intended contribution into his or her sub-account with Prytany) thus can occur (a) via bank transfer, which incurs no additional fee to the Constituent (the intended contribution amount is transferred out of the Constituent's bank account), or (b) via credit or debit card, for which the Constituent pays 2.9% plus \$0.30 per transaction to Prytany's third-party payment processing services provider as a payment processing fee and to cover fees payable to the credit/debit card company (the intended contribution amount plus such third-party payment processing fee is charged to the Constituent's credit card or debit card). To be clear, when a Constituent uses his or her credit card or debit card to make a contribution to an Enrolled Committee using the Prytany Platform, the Constituent is charged this processing fee in addition to the amount he or she wishes to contribute to the designated Enrolled Committee. This fee is assessed and retained by Prytany's third-party payment processing services provider, and it is not reported to the designated Enrolled Committee as part of the amount of the contribution.

The funds transferred by the Constituent first are deposited in the Constituent's sub-account with Prytany while the transaction is screened by Prytany and its third-party payment processing services provider to validate the transaction by attempting to identify any issues with the Contributor or the contribution (*e.g.* excessive contribution, prohibited source, stolen credit card). The Constituent can cancel the contribution transaction at any point before the funds leave the Constituent's sub-account, even after the funds have been deducted from the Constituent's bank account or charged to the Constituent's credit card or debit card. In the case of a transaction cancellation by a Constituent, if the Constituent used a bank account to make the transfer, the full amount of the transfer is returned to the Constituent's bank account; if the Constituent used a credit card or debit card to make the transfer, the full amount of the transfer less the payment processing fee paid to Prytany's third-party payment processing services provider is credited back to the credit card or debit card.

If the contribution transaction cannot be completed due to issues raised during the transaction screening and validation process, the Constituent will be notified and the transaction either will be voided or reversed or the Constituent will be permitted to cancel, reclassify or redirect his or her intended contribution. Depending on the nature of the issue raised, this process will be completed either before the Constituent's sub-account is credited or within 10 days after the date that the Constituent's sub-account was credited.

If such transaction screening and validation is successfully completed, Prytany's third-party payment processing services provider promptly (typically within one business day and in any event within 10 days after the date that the Constituent's sub-account was credited) will process the Constituent's contribution transaction and transmit such contributed amount, net of Prytany's fee, to the Enrolled Committee designated by the Constituent. Such fund transfers will occur automatically by such payment processing services provider debiting the Constituent's sub-account in the amount of the full contribution, crediting the sub-account established by such payment processing services provider for such recipient Enrolled Committee with the amount of the contribution less Prytany's 3% Fee (as defined below), and crediting the sub-account

established by such payment processing services provider for Prytany with the amount of Prytany's 3% Fee payable by such Enrolled Committee to Prytany.

2. Transfers to Enrolled Committees and Fees (Outbound Transactions).

Each Registered Committee and Registered National Party Committee that desires to become an Enrolled Committee must accept Prytany's online User Agreement, thereby creating a contractual relationship with Prytany. When a Registered Campaign or Registered National Party Committee enrolls with Prytany, Prytany will verify its identity, its registration with the FEC and its bank account information, and contributions made by Constituents to such Enrolled Committee using the Prytany Platform will be transferred by Prytany (through its third-party payment processing services provider) by ACH funds transfer to the bank account designated by the Enrolled Committee. As noted above, however, Constituents will be unable to make contributions to Unenrolled Committees; a Registered Campaign or Registered National Party Committee must enroll with Prytany to be able to receive contributions from Constituents using the Prytany Platform.

By accepting Prytany's online User Agreement, an Enrolled Committee agrees to pay to Prytany (a) 3% of each contribution actually received by the Enrolled Committee using the Prytany Platform (herein called "**Prytany's 3% Fee**"), and (b) within 30 days after each anniversary of the date such Enrolled Committee accepted the User Agreement, an annual fee in an amount equal to \$250 minus the aggregate amount of Prytany's 3% Fees paid to Prytany by such Enrolled Committee during the applicable 365-day period out of each contribution received by such Enrolled Committee from Constituents using the Prytany Platform. As explained further below, when a Constituent's contribution is transferred to an Enrolled Committee using the Prytany Platform, Prytany's third-party payment processing services provider simultaneously and automatically (i) transfers the full amount of the contribution out of the Constituent's sub-account (ie., debits such account by the contribution amount), (ii) transfers (ie., credits) such contribution amount, less Prytany's 3% Fee, to the recipient Enrolled Committee's sub-account, and (iii) transfers (ie., credits) Prytany's 3% Fee to Prytany's sub-account. The recipient Enrolled Committee receiving such contribution is charged with and deemed to have paid Prytany's transaction fee equal to 3% of the contributed amount. Each Enrolled Committee may establish automated transfers of funds at designated times from its sub-account to the bank account it registers with Prytany's payment processing services provider or may choose to accept transfers of contributions from its sub-account to its designated bank account on a transaction-by-transaction basis.

In practice, outbound transactions (forwarding cleared funds from a Constituent's sub-account to an Enrolled Committee) over the Prytany Platform will be processed and fees will be paid as described in the following example using a \$100 contribution amount for illustration purposes. Promptly after the screening and validation of a contribution transaction is successfully completed, Prytany's payment processing services provider will automatically transfer (ie., credit) \$97 of the \$100 contribution amount to the Enrolled Committee's sub-account, and simultaneously will transfer (ie., credit) \$3 of the \$100 contribution amount to Prytany's sub-account as Prytany's 3% Fee. Prytany's 3% Fee will be credited against the \$250 annual fee charged to Enrolled Committees. The reporting information provided by the Prytany Platform to the Enrolled

Committee will show a \$100 contribution received by such Enrolled Committee and a \$3 expenditure paid by such Enrolled Committee.

Prytany's 3% Fee and any annual fee paid to Prytany by each Enrolled Committee are in consideration of the overall benefits received by such Enrolled Committee from its use of the Prytany Platform, are considered by Prytany to be commercially reasonable and fair value for such use, and are intended to cover Prytany's expenses relating to its development, maintenance and operation of the Prytany Platform and to provide a reasonable profit to Prytany. Accordingly, Prytany is not making an in-kind contribution to any Enrolled Committee under 11 CFR 100.52(d).

As designed, the Prytany Platform also will not allow a Constituent to make contributions using the Prytany Platform to a Registered Campaign or Registered National Party Committee that, individually or together with previous contributions made by the Constituent to such Registered Campaign or Registered National Party Committee using the Prytany Platform, will exceed the federal campaign contribution limits set by the FEC for the particular election cycle.

### 3. Reversals and Refunds of Contributions and Fees.

If an Enrolled Committee chooses not to accept a contribution, the reversal and refund of the contribution could occur in several ways. If the Enrolled Committee established an automated transfer of funds from its sub-account to its bank account and such automated transfer had not occurred prior to the time of rejection, or if it chose to accept transfers of contributions from its sub-account to its designated bank account on a transaction-by-transaction basis and had not yet accepted the transfer, the funds would still be in its sub-account. In those cases, Prytany's payment processing services provider would reverse the transaction by debiting the Enrolled Committee's sub-account, debiting Prytany's sub-account for Prytany's Fee, and crediting the Constituent's sub-account for the full amount of the contribution. On the other hand, if the Enrolled Committee had already transferred funds from its Prytany sub-account to its bank account, Prytany's payment processing services provider will be unable to reverse the transaction. The Enrolled Committee, however, could return the contribution to the Constituent by mailing the Constituent a check in the full amount of the contribution and with or without deduction for Prytany's 3% Fee. Prytany's 3% Fee will not be charged on reversals or refunds of contributions that have not been transferred out of the Enrolled Committee's sub-account. Once the funds have been transferred out of an Enrolled Committee's sub-account to its bank account, however, Prytany's 3% Fee will become non-refundable.

## II. Questions Presented

- Question 1: May the Prytany Platform be used by Constituents to make contributions and pledges to Enrolled Committees, and may Enrolled Committees receive such contributions, without Prytany making impermissible contributions to such Enrolled Committees?
- Question 2: May Enrolled Committees use the Prytany Platform to send solicitations and other messages to Constituents, and to receive messages from Constituents, without Prytany making impermissible contributions to such Enrolled Committees?
- Question 3: Do Prytany's activities subject it to any reporting requirements under the Act?

### III. Discussion

Question 1: May the Prytany Platform be used by Constituents to make contributions and pledges to Enrolled Committees, and may Enrolled Committees receive such contributions, without Prytany making impermissible contributions to such Enrolled Committees?

Among other benefits, the Prytany Platform provides to Constituents the ability to directly contribute and make pledges to Enrolled Committees and provides to Enrolled Committees the ability to receive contributions directly from Constituents. That activity is clearly permissible under the Act because the Prytany Platform is an online platform that, among other functions, facilitates political contributions to political committees as a commercial vendor.

Like other contribution-processing platforms approved by the FEC,<sup>3</sup> Prytany satisfies the three criteria established by the FEC for a contribution-processing platform to be a commercial vendor:

- (1) As one of the benefits offered by the Prytany Platform, Prytany provides contribution-processing services to Enrolled Committees in the ordinary course of its business at a commercially reasonable fee. Prytany does not provide payment processing services to anyone other than Enrolled Committees and Constituents. Prytany's fee payable by Enrolled Committees is Prytany's usual and normal charge to political committees for use of the Prytany Platform; Prytany, however, does not allow Unenrolled Committees to use the Prytany Platform. Prytany forwards contributions made by individuals (its Constituents) to Enrolled Committees as a service to such Enrolled Committees. Each Enrolled Committee receiving a contribution from a Constituent using the Prytany Platform will pay a standard, commercially reasonable fee to Prytany for facilitating the contribution and making the Prytany Platform available to such Enrolled Committee; Prytany will receive no compensation from the Constituent for processing his or her contribution (although as explained above, a Constituent will pay certain credit card, debit card and other third-party payment processing fees to cover Prytany's costs in processing the credit card, debit card and other transaction-related costs). Constituents will be unable to make contributions to Unenrolled Committees.
- (2) Prytany will never itself receive or control contributions made using the Prytany Platform. Prytany's third-party payment processing services provider (and not Prytany) will establish and maintain a separate sub-account for each Constituent making a contribution, for each Enrolled Committee and for Prytany. All such sub-accounts will be maintained by Prytany's third-party payment processing services provider and not by Prytany, and all transfers of funds to and from such sub-accounts will be processed by Prytany's third-party payment processing services provider and not by Prytany. Constituents' funds always will be kept in sub-accounts separate from Prytany's sub-account and Prytany's sub-account will be separate from Prytany's bank account and treasury funds.

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<sup>3</sup> See FEC Advisory Ops. 2018-05 (CaringCent) and 2016-08 (eBundler).



- (3) Prytany has designed the Prytany Platform so that a Constituent cannot make a contribution to an Enrolled Committee if such contribution, individually or together with previous contributions made to the same Enrolled Committee by the Constituent using the Prytany Platform, will exceed the federal campaign contribution limit set by the FEC for the particular election cycle. Prytany requires Constituents to affirm that they are eligible to make political contributions and that they are using their own, permissible funds for their contributions. Prytany screens for contributions by ineligible persons and in certain cases requires a Constituent to comply with Prytany's identity verification requirements. Reasons for further identity verification include suspicious activity involving a Constituent's use of the Prytany Platform, any indication that a Constituent may not be who he or she states, and any indication that a Constituent may be a foreign national.

As the FEC has repeatedly and consistently determined, processing users' contributions to a political committee does not result in an impermissible corporate contribution when the vendor, here Prytany, is acting as a commercial vendor in providing a service in the ordinary course of its business at the usual and normal charge.

Question 2: May Enrolled Committees use the Prytany Platform to send solicitations and other messages to Constituents, and to receive messages from Constituents, without Prytany making impermissible contributions to such Enrolled Committees?

Enrolled Committees receive a number of benefits from their use of the Prytany Platform, including the ability to send and receive messages from Constituents. To become an Enrolled Committee, a Registered Campaign or Registered National Party Committee must accept and agree to Prytany's online User Agreement. The User Agreement requires the Enrolled Committee to pay a commercially reasonable fee to Prytany for such Enrolled Committee's use of the Prytany Platform. That fee covers Prytany's developmental and operating costs relating to the Prytany Platform and generates a reasonable profit to Prytany. By charging an Enrolled Committee a fee for its use of the Prytany Platform, Prytany acts as a commercial vendor in providing a service in the ordinary course of its business at the usual and normal charge.<sup>4</sup> When Prytany provides a service to an Enrolled Committee, those services are not an impermissible corporate contribution under the Act because Prytany serves as a commercial vendor.

As explained above, Prytany's provision of its platform to Enrolled Committees satisfies the three requirements for a commercial vendor as articulated in prior FEC Advisory Opinions. Prytany makes the Prytany Platform available to Enrolled Committees in the ordinary course of business and offers each Enrolled Committee use of the Prytany Platform for a commercially reasonable fee that is the usual and normal charge. That is, Prytany enables Enrolled Committees to use the Prytany Platform to receive contributions from and to engage in political messaging with Constituents on commercial reasonable terms; it does not provide such use for free or at a below-market value. By providing use of the Prytany Platform by Enrolled Committees at the usual and normal fee, Prytany serves as a commercial vendor and therefore does not make an impermissible

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<sup>4</sup> 11 C.F.R. Section 114.2(f)(1); see also 11 C.F.R. Section 116.1(c) (describing commercial vendor for purposes of debts owed by political committees).

contribution to its Enrolled Committee users. Prytany's platform conforms to the requirements of the Act.

Question 3: Do Prytany's activities subject it to any reporting requirements under the Act?

Prytany is not subject to any reporting requirements under the Act.<sup>5</sup> Although all users may express their views through the Prytany Platform, some of which may include express advocacy, and may solicit contributions and pledges to Registered Campaigns and Registered National Party Committees, Prytany itself will not make independent expenditures, engage in express advocacy, or solicit contributions or pledges.<sup>6</sup> Prytany therefore does not need to file independent expenditure reports with the FEC.<sup>7</sup> Because all communications will be online, no communication, whether by Prytany or by users, would constitute an electioneering communication.<sup>8</sup> Moreover, neither Prytany nor any other user other than the Constituent himself or herself will exercise direction or control over a Constituent's contributions. Prytany therefore will not need to file any conduit contribution reports pursuant to the Act.<sup>9</sup>

#### **IV. Conclusion**

Through a series of Advisory Opinions, including FEC Advisory Opinion 2016-08 dated August 16, 2016, and most recently FEC Advisory Opinion 2018-05 dated April 30, 2018, the FEC has consistently found that online platforms similar to the Prytany Platform do not themselves make contributions to political committees by providing contribution-processing services to its users, whether individuals or political committees, so long as (i) the individual user (the Constituent in Prytany's case), and not the platform provider (Prytany), will have complete control over the amount and recipient of his or her political contribution, (ii) the contribution-processing services and other benefits the platform provides are provided as a commercial vendor and are rendered in the ordinary course of its business at a commercially reasonable fee, (iii) the contributions made through the payment platform are transferred timely to the designated recipient, and (iv) the platform provider screens the contributions to ensure both that they are not excessive and that they are not from prohibited sources.

According to such FEC Advisory Opinions, as a commercial payment processing platform that gives its users sole discretion in directing their contributions, Prytany does not act as an intermediary or "conduit" of contributions, which would otherwise require it to report such contributions to the FEC, but instead qualifies as a "commercial fundraising firm" for purposes of FEC regulations. Prytany neither engages in express or implied advocacy nor makes any independent expenditures through its service. Its operations are limited to administering an online platform for qualified users to make and to receive contributions in exchange for a commercially reasonable fee and to engage in political messaging. Under FEC regulatory guidance, Prytany is a commercial services vendor and not a "conduit" subject to FEC reporting requirements.

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<sup>5</sup> 52 U.S.C. Section 30104; 11 C.F.R. Section I04 et seq.

<sup>6</sup> See 52 U.S.C. Section 30101(17) (defining independent expenditure); 11 C.F.R. Section 100.16 (same); 11 C.F.R. Section 100.22 (defining express advocacy).

<sup>7</sup> 52 U.S.C. Section 30104(c).

<sup>8</sup> 52 U.S.C. Section 3010a(f); 11 C.F.R. Section 100.29.

<sup>9</sup> 52 U.S.C. Section 30116(a)(8); 11 C.F.R. Section 100.6.

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The Prytany Platform is another example of an online political contribution and messaging platform that has been carefully designed to comply with all provisions of the Act. As such, Prytany respectfully requests that the FEC approve the Prytany Platform through the issuance of an advisory opinion.

If you have any questions or need additional information, please do not hesitate to contact the undersigned at 703-244-9536 or at [jeffry.hardin@outlook.com](mailto:jeffry.hardin@outlook.com). Thank you very much for your time and attention to this matter.

Respectfully submitted,



Jeffrey L. Hardin, Esq.

# User Agreement

Valid as of February 26, 2019

This User Agreement (“**Agreement**”) is a contract between you and Prytany LLC and applies to your use of Prytany™ and any other Prytany features, technologies, and/or functionalities offered on the Prytany website, in the Prytany app or through any other means (the “**Prytany Platform**”) (patent pending). The Prytany Platform is provided to you subject to this Agreement as well as Prytany’s Privacy Policy (“**Privacy Policy**”) which is available at <https://www.prytany.com/privacy-policy> and is incorporated in this Agreement by this reference.

## I. THIRD PARTY AGREEMENTS

### A. Prytany LLC is Solely Responsible for the Prytany Platform

You acknowledge and agree that this Agreement is between you and Prytany LLC, not with any third party (including, but not limited to, Apple®, Google®, any mobile carrier or any payment processing service), and that Prytany LLC is solely responsible for the Prytany Platform. The Prytany mobile application works on an application linked to a particular device and operating system, such as your mobile device’s operating system. Prytany is solely responsible for providing maintenance and support services for the Prytany Platform.

The Prytany Platform allows Constituents to send contributions to Registered Campaigns and Registered National Party Committees through their mobile device using Prytany’s payment processing service. If you use the Prytany Platform on your mobile device, you are responsible for any fees that your wireless service provider charges for SMS, data services, etc. Your wireless service provider is not the provider of the Prytany Platform.

### B. Covered Third Parties

Your use of the Prytany Platform may be subject to separate agreements you may enter into with your mobile device operating system provider (e.g., Apple®, Google® or Microsoft®), your mobile device manufacturer (e.g., Apple, Samsung®), your mobile service carrier (e.g., AT&T® or Verizon®), and other parties involved in providing your mobile device service. Third party operating system providers such as Apple, Google, and Microsoft, your phone or other mobile device manufacturer, your wireless carrier or other network provider, any other product or service provider related to your mobile device service, and Prytany’s payment processing services provider are collectively referred to as “**Covered Third Parties.**” You agree to comply with all applicable third party terms of agreement when using the Prytany Platform. Prytany LLC is not a party to those agreements and has no responsibility for the products and services provided by third parties. Covered Third Parties have no obligation to provide maintenance or support services for the Prytany Platform.

Covered Third Parties have no warranty obligations whatsoever with respect to the Prytany Platform. Any claims, losses, liabilities, damages, costs or expenses attributable to any failure of the Prytany

Platform to conform to any warranty provided by Prytany LLC, if any, will be Prytany's sole responsibility.

Prytany LLC, and not any Covered Third Parties, is responsible for addressing any claims relating to your use of the Prytany Platform, including, but not limited to: (i) product liability claims; (ii) any claim that the Prytany Platform fail to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection or similar legislation; and (iv) intellectual property claims. Please see the Contact Us section below for how to contact Prytany LLC.

### C. Access to the Prytany Platform on Apple Devices

If you are accessing the Prytany Platform on an Apple device, you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and that Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary. Such rights may also accrue to other handset manufacturers and operating systems which participate in the Prytany Platform.

## II. PRYTANY TERMS OF USE

### A. Permitted Use of the Prytany Platform.

1. Compliance with Federal Election Laws and Regulations and Prytany's Code of Conduct.

Prytany abides by U.S. federal and state campaign laws, including Title 52 of the U.S. Code, Subtitle III ("Federal Campaign Finance") and Title 26 of the U.S. Code, Subtitle H ("Financing of Presidential Election Campaigns"). All users of Prytany agree to abide by such laws as a condition of their use of the Prytany Platform.

Accordingly, the Prytany Platform allows (a) eligible individuals, as defined by the U.S. Federal Election Commission (the "**FEC**"), to make lawful campaign contributions and pledges to principal campaign committees ("**Registered Campaigns**") and national party committees ("**Registered National Party Committees**") that are registered with the FEC and that have enrolled with Prytany (hereinafter referred to as "**Enrolled Committees**"), and (b) Enrolled Committees to receive lawful campaign contributions and pledges from individuals who are eligible to make such contributions and pledges under applicable US law, including the regulations of the FEC ("**Constituents**"). The Prytany Platform, however, does not permit Constituents to make contributions to a Registered Campaign or a Registered National Party Committee that has not enrolled with Prytany ("**Unenrolled Committees**"). Constituents and Enrolled Committees, using the Prytany Platform, also may form Groups on Prytany, may solicit contributions and pledges from other Constituents, and may engage in messaging among Constituents, Groups and Enrolled Committees. Contributions by Constituents to Enrolled Committees are not directed by Prytany.

Prytany LLC attempts to verify the identity of all users of the Prytany Platform to ensure that they are who they say they are. It is the user's responsibility, however, to determine if they meet the FEC

requirements to be a Constituent, a Registered Campaign or a Registered National Party Committee. We do not guarantee the identity of any user of the Prytany Platform, including any Constituent or any Enrolled Committee. We also do not guarantee that a Constituent using the Prytany Platform to make a contribution or pledge can or will make the contribution or that the Enrolled Committee receiving a contribution or pledge made using the Prytany Platform can or will accept the contribution.

If you have any questions about whether it is permissible for you to make or receive a contribution under federal law, please go to <https://www.fec.gov/help-candidates-and-committees/candidate-taking-receipts/who-can-and-cannot-contribute/> for information about an individual's eligibility to make contributions and pledges to Enrolled Committees or, if you are an Enrolled Committee, about your obligations regarding contributions and pledges made to you.

In addition to those requirements, Prytany users agree to also abide of the federal campaign contribution limits set by the FEC. Constituents agree not to make, and Enrolled Committees agree to not knowingly accept and keep, contributions in excess of these limits. The applicable limits for federal elections may be found here: <https://www.fec.gov/help-candidates-and-committees/candidate-taking-receipts/contribution-limits>.

Prytany users agree also to abide by Prytany's Code of Conduct which prohibits abusive behavior, harrasment, hate speech and other unacceptable conduct. Please read Prytany's Code of Conduct, which can be found on our home page at <https://www.prytany.com/code-of-conduct>.

Violations of these conditions of use will result in the suspension or cancellation of your Prytany Account.

## 2. Eligibility to be a Constituent and to use the Prytany Platform

If you are a Constituent, you may use the Prytany Platform to make one-time or recurring campaign contributions and pledges to Enrolled Committees using your mobile device or PC, to solicit contributions and pledges to Registered Campaigns and Registered National Party Committees from other Constituents, and to share messages and other information with other Constituents, with Enrolled Committees and with Groups that you, other Constituents or Enrolled Committees may form on Prytany. You will not be permitted to make a contribution to an Unenrolled Committee, however. The Prytany Platform will treat your attempt to make a contribution to an Unenrolled Committee as your intent to make such contribution if and when the Unenrolled Committee becomes an Enrolled Committee.

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

If for any reason Prytany determines that a Constituent's identity must be verified, Prytany may suspend a Constituent's Prytany Account until that Constituent complies with Prytany's identity verification requirements. Reasons for further identity verification include suspicious activity involving a

Constituent's Prytany Account, any indication that a Constituent may not be who he or she states, and any indication that a Constituent may be a foreign national. Prytany also will require further identity verification if an Enrolled Committee or any governmental authority requests that a Constituent's identity be verified. Prytany's identity verification methodology requires the Constituent to log on to Prytany's website and then to use the identification card scanning application provided by Prytany to scan and send to Prytany a picture of the Constituent's driver's license or other government-issued identification, which may include the Constituent's US passport if Prytany so requires.

Such scanning of identification cards will occur only through Prytany's website and not through its mobile applications. If Prytany determines that the scanned identification card appears to be valid, the Constituent's access to the Prytany Platform will be reinstated. If Prytany determines that the scanned identification card appears not to be valid, however, the Constituent's access to the Prytany Platform will continue to be suspended and the Constituent's Prytany Account may be cancelled.

If a Constituent is exceedingly active on Prytany, including messaging activity with other users, or using the Prytany Platform to make aggregate contributions to Enrolled Committees in excess of \$999.99, that Constituent may be required to submit his or her Social Security Number and to sign and return to Prytany a completed SSA Form 89. Such steps will permit Prytany to further verify such Constituent's eligibility to make federal campaign contributions at minimal cost to the Constituent (currently \$1.00) payable to Prytany to reimburse Prytany for the fee charged by the Social Security Administration.

Prytany will store your personal identification information in accordance with its Privacy Policy and, with respect to social security numbers provided to Prytany by users, in accordance with the requirements of the Social Security Administration. Prytany will not store scanned images of Constituents' identification cards although it will retain the unique identifying barcode or other identifier for future user access verification purposes and to avoid multiple accounts for the same individual. Please see Prytany's Privacy Policy at <https://www.prytany.com/privacy-policy> for further information about Prytany's commitments to protecting your privacy.

### 3. Constituents under the age of 18

If a Constituent is under the age of 18, additional restrictions apply. If a Constituent is a minor (under the age of 18), then such minor Constituent may make a contribution only if:

- The decision to contribute is made knowingly and voluntarily by the minor;
- The funds, goods or services contributed are owned or controlled by the minor; and
- The contribution is not made using funds given to the minor as a gift for the purpose of making the contribution, and is not in any way controlled by another individual.

#### 4. Registered Campaigns

In order for a Registered Campaign to enroll with Prytany and to maintain an account on Prytany, you (1) must be a “principal campaign committee” (as defined by the FEC) and registered with the FEC as an authorized committee designated by a candidate as the principal committee to raise contributions and make expenditures for his or her campaign for a federal office and (2) must accept this Agreement. If you are a Registered Campaign and enroll with Prytany (and thereby become an “Enrolled Committee” for purposes of this Agreement), you may use the Prytany Platform to send and receive campaign messages, fundraising solicitations and other information with Constituents and with Groups that you or Constituents may form on Prytany. Please see Part II.I below for a description of the processing and fees for contributions made to Enrolled Committees using the Prytany Platform.

#### 5. Registered National Party Committees

In order for a Registered National Party Committee to enroll with Prytany and to maintain an account on Prytany, you (1) must be the “national political party committee” (as defined by the FEC) and registered with the FEC as the authorized national committee designated by a political party as its national committee to raise contributions and make expenditures for the political party and (2) must accept this Agreement. If you are a Registered National Party Committee and enroll with Prytany (and thereby become an “Enrolled Committee” for purposes of this Agreement), you may use the Prytany Platform to send and receive campaign messages, fundraising solicitations and other information with Constituents and with Groups that you or Constituents may form on Prytany. Please see Part II.I below for a description of the processing and fees for contributions made to Enrolled Committees using the Prytany Platform.

#### 6. Prytany’s Payment Processing Services Provider

Contributions made and received using the Prytany Platform are processed by Stripe ©Stripe. Stripe ©Stripe is a licensed provider of money transfer services and all money transmission is provided by Stripe ©Stripe, pursuant to Prytany’s license with Stripe ©Stripe.

Prytany LLC has no responsibility for the actions of Stripe © Stripe, any Constituent, any Enrolled Committee, or any other person using Prytany.

#### 7. Additional Information

See <https://www.prytany.com/privacy-policy/> for additional information and for disclosures that Prytany LLC is required to post by certain jurisdictions.

#### B. Eligibility and Account Registration

##### 1. Constituents.

To be eligible to use the Prytany Platform to make a campaign contribution or pledge to an Enrolled Committee, you must (1) be an individual who satisfies the FEC requirements for eligibility to make donations to Registered Campaigns or Registered National Party Committees, (2) use the Prytany



Platform in the United States, and (3) if you are accessing Prytany using your mobile device, use the cellular/wireless telephone number that you own. As further detailed in our Privacy Policy, in order for you to register as a Constituent and to create and use a Prytany Account, Prytany LLC requires that you submit to Prytany certain Personal Information (as defined in its Privacy Policy), including but not limited to your full name, email address, text-enabled cellular/wireless telephone number, mailing address, date of birth, occupation, and employer. In certain cases, Prytany also may require your social security number and scanned images of your driver's license or other government-issued identification card such as your US passport. During the registration process, or when you access the Prytany Platform from a mobile device, your phone's device ID is also stored. You agree that the Personal Information you provide to Prytany LLC upon registration and at all other times will be true, accurate, current and complete, and you agree to maintain and update this Personal Information with Prytany LLC as necessary.

## 2. Registered Campaigns

For a Registered Campaign to be eligible to receive a campaign contribution from a Constituent made using the Prytany Platform, a Registered Campaign must be an Enrolled Committee and must (1) be the principal campaign committee of a candidate for federal office that has satisfied the FEC requirements for registration and has obtained an FEC Campaign Identification Number, (2) use the Prytany Platform in the United States, and (3) if accessing Prytany using a mobile device, use a cellular/wireless telephone number that is owned by the Enrolled Committee. As further detailed in our Privacy Policy, in order for a Registered Campaign to enroll with Prytany (and thereby to become an Enrolled Committee for purposes of this Agreement) and to create and use a Prytany Account, Prytany LLC requires that a Registered Campaign submit to Prytany certain Personal Information (as defined in its Privacy Policy), including but not limited to the candidate's name, driver's license number and, in certain cases if requested, social security number, the Registered Campaign's email address, text-enabled cellular/wireless telephone number, street address or zip code, and its FEC Campaign Identification Number. During the registration process, or when you access the Prytany Platform from a mobile device, the Registered Campaign's phone's device ID is also stored. You agree that the Personal Information you provide to Prytany LLC upon registration and at all other times will be true, accurate, current and complete, and you agree to maintain and update this Personal Information with Prytany LLC as necessary.

## 3. Registered National Party Committees

For a Registered National Party Committee to be eligible to receive a campaign contribution from a Constituent made using the Prytany Platform, a Registered National Party Committee must be an Enrolled Committee and must (1) be the principal national committee of a political party that has satisfied the FEC requirements for registration and has obtained an FEC Campaign Identification Number, (2) use the Prytany Platform in the United States, and (3) if accessing Prytany using a mobile device, use a cellular/wireless telephone number that is owned by the Enrolled Committee. As further detailed in our Privacy Policy, in order for a Registered National Party Committee to enroll with Prytany (and thereby to become an Enrolled Committee for the purposes of this Agreement) and to create and

use a Prytany Account, Prytany LLC requires that a Registered National Party Committee submit to Prytany certain Personal Information (as defined in its Privacy Policy), including but not limited to the name of the chairperson of the Registered National Party Committee, his or her driver's license number and, in certain cases if requested, his or her social security number, the Registered National Party Committee's email address, text-enabled cellular/wireless telephone number, street address or zip code, and its FEC Campaign Identification Number. During the registration process, or when you access the Prytany Platform from a mobile device, the Registered National Party Committee's phone's device ID is also stored. You agree that the Personal Information you provide to Prytany LLC upon registration and at all other times will be true, accurate, current and complete, and you agree to maintain and update this Personal Information with Prytany LLC as necessary.

### C. Types of Accounts

We offer two different types of Prytany Accounts: Constituent Accounts, which may be opened only by Constituents, and Campaign Accounts, which may be opened only by a Registered Committee or a Registered National Party Committee that is an Enrolled Committee. Prytany Accounts may not be used to receive business, commercial or merchant transactions. An individual may have only one Constituent Account and an Enrolled Committee may have only one Campaign Account.

#### 1. Constituent Accounts

As explained above, only eligible individuals may open a Constituent Account. By opening a Constituent Account and accepting the terms applicable to Constituents and Constituent Accounts set forth in this Agreement, a Constituent attests that he or she satisfies the FEC's eligibility requirements for making political contributions to Registered Campaigns and that he or she is not establishing a Constituent Account for marketing or other commercial purposes. We may restrict or suspend your access to or cancel your Prytany Account and may place a hold on contributions made by you if you are in breach of this Agreement.

Constituent Accounts are for use in making campaign contributions and pledges to Enrolled Committees. Constituent Accounts may also be used to communicate with other Prytany Constituents, with Enrolled Committees, and with Groups on Prytany created or selected by you or by Enrolled Committees as described in this Agreement. Some features of Constituent Accounts may be limited based on how you wish to use the Prytany Platform, how much you elect to contribute or pledge and what we know about you. We may require that you provide more information in order to complete a particular campaign contribution or pledge.

#### 2. Campaign Accounts

As explained above, only Registered Campaigns and Registered National Party Committees that are Enrolled Committees may open a Campaign Account. By opening a Campaign Account and accepting the terms set forth in this Agreement applicable to Registered Campaigns or Registered National Party Committees, as applicable, including but not limited to the Rules and Restrictions for Campaign Accounts set forth below, a Registered Campaign or a Registered National Party Committee attests

that it is the principal campaign committee of a candidate for federal office or is the national committee of a political party, and that it is registered as such with the FEC. We may reverse or place a hold on contributions made to you if you are in breach of this Agreement.

D. Identity Authentication

You hereby authorize Prytany, directly or through third parties, to make any inquiries we consider necessary to validate your identity and/or authenticate your account information and, for Campaign Accounts, your FEC Campaign Identification Number. This may include asking you for further information and/or documentation about your account usage or identity, or requiring you to take steps to confirm ownership of your email address, wireless/cellular telephone number or financial accounts, and verifying your information against third party databases or through other sources. This process is for internal verification purposes.

E. Contribution History

You have the right to receive a statement showing all contribution and pledge activity in your Prytany Account. You may view your account by logging into your Prytany Account.

F. Making Contributions and Pledges

1. You Control Your Constituent Account

After you have registered as a Constituent, you will be able to make campaign contributions and pledges to Enrolled Committees using the Prytany Platform in accordance with this Agreement. Each Constituent may have only one Constituent Account. You control your Constituent Account and have sole power to direct your campaign contributions and pledges provided you are in compliance with this Agreement.

2. Types of Contributions and Pledges; Limits under Federal Election Law

A Constituent may use the Prytany Platform (i) to make a one-time campaign contribution in a specified amount to an Enrolled Committee, (ii) to make a commitment to an Enrolled Committee that he or she will make regular, periodic contributions in specified amounts and at specified times, which contribution commitments may be conditioned on the candidate associated with the Enrolled Committee maintaining specified ratings and (iii) to pledge to an Enrolled Committee that he or she intends to make one or more contributions to it, which contributions may be conditioned on the candidate associated with the Registered Campaign maintaining specified ratings. The aggregate amount that a Constituent may contribute to a particular Enrolled Committee is limited by federal election law, presently \$2,700 to each Registered Campaign for each election and \$33,900 to each Registered National Party Committee during each calendar year. Pledges count as contributions made for purposes of such limits (e.g., an outstanding \$500 pledge to a Registered Campaign reduces the potential amount of other contributions that the pledgor may make to such Registered Campaign during the election from \$2,700 to \$2,200).

i. One-Time Contributions

For the purposes of this Agreement a one-time contribution is defined as a one-time transfer of money from a Constituent to an Enrolled Committee. A Constituent will not be permitted to make one-time contributions to Unenrolled Committees using the Prytany Platform; instead, the Prytany Platform will treat a Constituent's attempt to make a contribution to an Unenrolled Committee as such Constituent's intent to make such contribution if and when the Unenrolled Committee becomes an Enrolled Committee.

ii. Periodic Contributions

For the purposes of this Agreement, a periodic contribution is defined as a commitment to transfer money from a Constituent to an Enrolled Committee in the future at specific times and in specific amounts (which may vary) pursuant to a predetermined schedule. Periodic contributions will be withdrawn by Prytany for the benefit of the Enrolled Committee from a Constituent's designated preferred funding source as previously provided to Prytany in accordance with the specified schedule unless the Constituent changes, alters, or cancels the scheduled contribution or the Enrolled Committee withdraws or otherwise ceases to be active. A periodic contribution may be conditioned on the candidate associated with a Registered Campaign maintaining an active campaign.

As stated above in Part II.F.2.i, the Prytany Platform will treat a Constituent's attempt to make a one-time contribution to an Unenrolled Committee using the Prytany Platform as such Constituent's conditional commitment to make such contribution if and when the Unenrolled Committee becomes an Enrolled Committee. The amount of such conditioned contribution will be withdrawn by Prytany for the benefit of the Enrolled Committee from a Constituent's designated preferred funding source as previously provided to Prytany if and when the Unenrolled Committee becomes an Enrolled Committee unless the Constituent changes, alters, or cancels the intended contribution.

iii. Pledges

Pledges may be made only to Registered Campaigns that are Enrolled Committees.

A pledged contribution is a promise of a future contribution of money. Pledges may be conditioned on the candidate associated with a Registered Campaign maintaining or achieving a specified rating by a particular issue advocacy organization within a specific period of time. When the candidate associated with a Registered Campaign successfully maintains or achieves the specified rating, the Constituent will be notified and given the opportunity to make the pledged contribution. Pledges must be made for a specific amount, with every intention of the Constituent to pay the stated amount in its entirety. All primary election pledges must be made on or before the day of the primary election. Pledges are built into a contributor's aggregate contribution total.

### 3. Conditioning Your Pledges

Constituents may condition their pledges to a Registered Campaign by requiring that the candidate associated with a Registered Campaign maintain or obtain at least a designated rating by a recognized third-party organization or special interest group that routinely and publicly rates candidates and elected officials with respect to their views and voting history on specific political issues or causes. Profiles of candidates appearing on Prytany may reflect some of the published ratings received by such candidates for the most recent election cycle for which such ratings are available but not all candidates will have ratings from all rating organizations and groups. Prytany will endeavor to update such published ratings when and as they become available. If a Constituent requires a candidate to maintain or obtain a certain rating as a condition to such candidate's Registered Campaign receiving a future contribution, Prytany will determine whether that candidate has or has not satisfied that condition and notify the Constituent of such determination before processing the conditioned contribution. Prytany, however, is not responsible for the accuracy, completeness, reliability, timeliness or frequency of any rating of a candidate. A Constituent may change the required rating or cancel a contribution commitment or pledge at any time before the conditioned contribution is made. Changing a rating condition or cancelling a contribution commitment or pledge may affect the Constituent's rating, however. In absence of a preexisting rating for a particular candidate, Prytany will assign such candidate a C rating on a letter grade scale or a numerical rating of a 50 on a 1 to 100 number scale.

### 4. Pledge Limit; Constituent Ratings

We may, at our discretion, impose limits on the number of pledges a Constituent makes using the Prytany Platform as well as the amount of those pledges. If we have authenticated your identity and your designated preferred funding source and you have honored your commitments and pledges, we may increase your pledge limit. If you fail to honor your contribution commitments and pledges, we may restrict your ability to make contribution commitments and pledges using the Prytany Platform. Prytany will assign to each Constituent a rating based on such Constituent's activity on the Prytany Platform. These limits and ratings may change from time to time in Prytany's sole discretion.

#### G. Sharing Your Contribution History

Your contribution history will not be shared with others on your Prytany social activity feed unless you choose to share. If you elect to share a contribution and your default audience setting is public, that setting will control who sees the contribution. If you make a contribution and your default audience setting is private, the contribution will not be shared with anyone through your Prytany social activity feed, although the Registered Campaign or Registered National Party Committee receiving your contribution will list your contribution in its public Prytany Account and in its required FEC reporting in accordance with federal election law. You can change your default audience setting in the privacy section of your Prytany Account settings. You can change the audience setting for any contribution you have already made by selecting it from your Prytany social activity feed and changing the audience setting.

## H. Contribution Authorizations and Processing

When you make a contribution to an Enrolled Committee, you are providing Prytany or its payment processing services provider with an authorization to process your contribution using your designated preferred funding source. Prytany's third-party payment processing services provider will initiate a transfer of funds from your designated preferred funding source to your Constituent Account. Your contribution will be held as pending in your Constituent Account until Prytany processes it, which may not occur immediately depending on the Constituent, the Enrolled Committee, or the amount of the contribution. In such cases, your authorization will remain valid for up to thirty (30) days although Prytany either will validate or reject your contribution within ten (10) days after your Constituent Account was credited with the amount of your intended contribution. Once your contribution is validated by Prytany, Prytany's third-party payment processing services provider will initiate a transfer of funds from your Constituent Account to the Campaign Account of the Enrolled Committee and then ultimately to the bank account registered with Prytany by the Enrolled Committee. For contribution commitments and pledges, we may request an authorization for what you estimate to be your entire contribution amount. A Constituent may cancel a contribution commitment or pledge at any time before the scheduled contribution is actually transferred to the Enrolled Committee's Campaign Account. Once a contribution is transferred to an Enrolled Committee's Campaign Account, the contribution cannot be reversed by the Constituent using the Prytany Platform. A Constituent must contact the Enrolled Committee regarding any requested refund of a contribution, which is in the sole discretion of the Enrolled Committee.

### 1. Funding Sources

You may make contributions using the Prytany Platform with a bank account, debit card or credit card, and may designate one of these to be your preferred funding source. When you make a contribution to an Enrolled Committee through the Prytany Platform, Prytany or its third-party payment processing services provider will withdraw funds from your designated preferred funding source to make the contribution in its entirety. When you use a credit card or debit card to make a contribution, you will be charged the standard 2.9% fee plus \$0.30 per transaction charged by Prytany's third-party payment processing services provider. You will be notified of this charge before you complete your credit card or debit card transaction. This charge will be in addition to and will not reduce the amount of your intended contribution. You will pay no fee or charge when your contribution is funded through an ACH bank account transfer.

### 2. Funding Source Limitations

In order to manage risk, Prytany may limit the funding sources available for your use to fund any particular contribution. For example, your funding sources for a particular contribution may be limited to your bank account.

Please note that the various funding sources have different dispute resolution rights and procedures in the event your transaction turns out to be unsatisfactory. Your dispute resolution rights are determined by the funding source used to fund your transaction.

### 3. Bank Transfers

When your bank account is used as your funding source, you are requesting that Prytany or its payment processing services provider initiate on your behalf an electronic transfer from your bank account. For these transactions, Prytany or its payment processing services provider will make electronic transfers (via the Automated Clearing House (“**ACH**”) of NACHA - The Electronic Payment Association (“**NACHA**”)) from your bank account in the amount you specify. You agree that such requests constitute your authorization to Prytany or its payment processing services provider to make the ACH transfer, and once you have provided your authorization for the transfer, you will not be able to cancel the electronic transfer and Prytany or its payment processing services provider may resubmit any ACH debit you authorized that is returned for insufficient or uncollected funds, except as otherwise provided by NACHA’s ACH rules (collectively, the “**ACH Rules**”), or applicable law.

### 4. Debit Card Processing

Prytany or its payment processing services provider will process your debit card-funded transactions through either the debit card’s ATM debit network or the Visa/MasterCard network, as Prytany or its payment processing services provider may elect at its discretion.

### 5. Credit Card Information

If your credit card account number changes or your credit card expiration date changes, we may acquire that information from our payment processing services provider and update your account accordingly.

### 6. Refused and Refunded Transactions

When you make a contribution, the Enrolled Committee that received your contribution is not required to accept it and may refund it even if it was accepted. You agree that you will not hold Prytany LLC liable for any damages resulting from a decision by an Enrolled Committee not to accept or to refund your contribution made through the Prytany Platform.

If an Enrolled Committee to which you make a contribution through the Prytany Platform does not accept your contribution or elects to refund your contribution, then if the Enrolled Committee has not transferred your contribution from its Campaign Account to its bank account, Prytany’s third-party payment processing services provider will cancel or reverse your contribution and will return your contribution, without reduction for Prytany’s 3% per transaction processing fee, to your Constituent Account. If the Enrolled Committee has transferred your contribution from its Campaign Account to its bank account before it determined that it is unable to accept your contribution or elected to refund your contribution, the Enrolled Committee will be responsible for returning your contribution to you. Prytany’s 3% per transaction fee paid by the Enrolled Committee is nonrefundable once the Enrolled Committee transfers your contribution from its Campaign Account to its bank account.

Until the Enrolled Committee transfers your contribution from its Campaign Account to its bank account, a hold may be placed on your contribution and Prytany's 3% per transaction fee. Provided the Enrolled Committee has not transferred your contribution from its Campaign Account to its bank account, we will return any refused or refunded contribution to you through the Prytany Platform promptly after the Enrolled Committee informs Prytany of its election not to accept or to refund your contribution.

I. Fees for Making Contributions and Using the Prytany Platform

When a credit card or debit card is used to make a contribution to an Enrolled Committee, a Constituent will be charged the standard 2.9% fee plus \$0.30 per transaction charged by Prytany's third-party payment processing services provider. This charge will be in addition to and will not reduce the amount of your intended contribution. There is no fee or charge payable by a Constituent when his or her contribution is funded through an ACH bank account transfer. There also is no fee or charge payable by a Constituent when his or her contribution is transferred to an Enrolled Committee; instead, the Enrolled Committee receiving such contribution will pay Prytany a fee equal to 3% of the transferred amount. If Prytany reviews a Constituent's eligibility to make federal campaign contributions by checking with the Social Security Administration that the social security number given to Prytany by such Constituent is consistent with the records maintained by the Social Security Administration, the Constituent will be charged by Prytany for the fee (currently \$1.00) paid by Prytany to the Social Security Administration for such search.

When funds for a Constituent's contribution are transferred from a Constituent Account to an Enrolled Committee's Campaign Account via the Prytany Platform, the Enrolled Committee receiving such contribution will pay Prytany a fee equal to 3% of the transferred amount. Each Enrolled Committee also agrees to pay to Prytany, within 30 days after each anniversary of the date such Registered Campaign or Registered National Party Committee accepted this Agreement, an annual top-up fee in an amount equal to \$250 minus the aggregate amount of fees paid to Prytany by such Enrolled Committee during the applicable 365-day period for contributions received by such Enrolled Committee from Constituents using the Prytany Platform. The fees paid to Prytany by each Enrolled Committee are in consideration of the overall benefits received by such Enrolled Committee from its use of the Prytany Platform and are considered by Prytany to be commercially reasonable and fair value for such use. Accordingly, Prytany does not think it is making an in-kind contribution to any Enrolled Committee under 11 CFR 100.52(d).

These fees may change from time to time in Prytany's sole discretion. You also may be subject to third party fees, such as insufficient fund fees, reversal fees, or ACH insufficient fund fees that a bank may charge if a contribution is rejected.

J. Payment Investigation

Payment investigation is a process by which Prytany or its payment processing services provider reviews certain potentially high-risk transactions. If a contribution is subject to payment investigation, Prytany or its payment processing services provider will place a hold on the contribution and may



provide notice to the Enrolled Committee. Prytany or its payment processing services provider will conduct a review and either clear or cancel the contribution. If the contribution is cleared, Prytany or its payment processing services provider will provide notice to the Enrolled Committee. Otherwise, Prytany or its payment processing services provider will cancel the contribution and the funds will be returned to the Constituent. Prytany will provide notice to the Constituent by email and/or in the account history tab of his or her Prytany Account if the contribution is canceled.

K. Item Hold

Prytany or its payment processing services provider, in its sole discretion, may place a hold on a contribution you make using the Prytany Platform when Prytany or its payment processing services provider believes there may be a high level of risk associated with the transaction. If Prytany or its payment processing services provider places a hold on your contribution, it will show as “pending” in your Prytany Account. Unless we receive a dispute, claim, chargeback, or reversal on the contribution subject to the hold, Prytany or its payment processing services provider will release the payment hold if Prytany or its payment processing services provider receives acceptable confirmation, is able to confirm proper delivery, or otherwise completes its investigation.

L. Risk of Reversals

When an Enrolled Committee receives a contribution via the Prytany Platform, it is liable to the Constituent for the full amount of the contribution plus any fees payable by the Enrolled Committee if the contribution is later invalidated or refunded for any reason. This means that, in addition to any other liability, an Enrolled Committee will be responsible for the amount of the contribution, plus applicable fees, if there is a reversal or refund of the contribution. Each Enrolled Committee agrees to allow Prytany to recover any amounts due to Prytany from such Enrolled Committee. Prytany will contact the Enrolled Committee to recover the funds from the Enrolled Committee, and may take other legal actions to collect the amount due, to the extent allowed by applicable law.

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

M. Account Reviews

We review account and contribution activity at various times, including when a Constituent initiates a transfer of funds. This review checks for, among other things, suspicious or illegal activity, and whether your account activity complies with this Agreement.

Reviews may result in:

- delayed, blocked or cancelled contributions;
- account suspension or termination;
- funds being seized to comply with a court order, warrant or other legal process; and/or

- funds an Enrolled Committee previously received being returned by the Enrolled Committee.

Among other reasons, we may take the above actions if a Constituent knowingly or unknowingly made a contribution from a stolen card or compromised bank account.

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

N. Closing Your Prytany Account

1. How to Close Your Prytany Account

As long as there is no pending or in progress transactions, you may close your Prytany Account at any time. You may close your Prytany Account by logging into your account from a web browser, clicking on the “Settings” tab, clicking on the “Cancel my Prytany Account” link, and then following the instructions.

2. Limitations on Closing Your Prytany Account

You may not close your Prytany Account to evade a payment investigation. If you attempt to close your Prytany Account while we are conducting an investigation, we may suspend your Prytany Account to protect Prytany or a third party against the risk of reversals, chargebacks, claims, fees, fines, penalties and other liability. You will remain liable for all obligations related to your Prytany Account even after your Prytany Account is closed.

O. Termination

Upon termination of this Agreement for any reason, we have the right to prohibit your access to the Prytany Platform, including without limitation by deactivating your username and password, and cancelling your Prytany Account, and to refuse future access to the Prytany Platform by you.

P. Additional Rules and Restrictions for Campaign Accounts

The following Rules and Restrictions for Campaign Accounts apply to use by an Enrolled Committee, whether a Registered Campaign or a Registered National Party Committee, of its Prytany Account under this Agreement.

1. Receiving Money

As provided by applicable law and regulation, there are limits to the amount of contributions you can receive from a particular Constituent, which also apply to contributions a Constituent may send using the Prytany Platform.

2. Representations by Registered Campaigns and Registered National Party Committees that are Enrolled Committees

If you are an Enrolled Committee, you represent that you are duly registered as a political campaign or national party committee with the FEC and that your employees, officers, representatives, and other agents accessing the Prytany Platform are duly authorized to access the Prytany Platform and to legally bind you to this Agreement and all transactions conducted under your username and password.

3. Authority of Officers and Employees

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

Q. Solicitations and Other Messaging

Constituents and Enrolled Committees may use the Prytany Platform to solicit contributions and pledges from Constituents to Registered Campaigns and Registered National Party Committees and to send and receive messages to Constituents and Enrolled Committees. When using the messaging functionality of the Prytany Platform, Constituents and Enrolled Committees must abide by Prytany's Code of Conduct which prohibits abusive behavior, harrassment, hate speech and other unacceptable conduct. Please read Prytany's Code of Conduct, which can be found on our home page at prytany.com. Solicitations of contributions by Constituents and Enrolled Committees using the Prytany Platform must comply with applicable federal and state election laws and the applicable regulations of the FEC. Each Constituent and Enrolled Committee that uses the Prytany Platform to solicit contributions and pledges is solely responsible for complying with such laws and regulations.

R. Modifications

We may add, change, suspend or eliminate any or all Prytany Account-related features and services at any time, with or without notice, subject to applicable law. We may terminate your access to any or all Prytany Platform, including your Prytany Account, in the event you violate the Prytany User Agreement or any other agreement in force between you and Prytany or its affiliates.

III. GENERAL TERMS AND CONDITIONS.

A. Notices to You

You agree that Prytany may provide notice to you by posting it on our website (including but not limited to our online documents), or if we have your email address or street address, by emailing it to the email

address listed in your account or mailing it to the street address listed in your account. Such notice shall be considered to be received by you within 24 hours of the time it is posted to our website or emailed to you unless we receive notice that the email was not delivered. If the notice is sent by mail, we will consider it to have been received by you three Business Days after it is sent. Prytany's Business Days include all days on which the New York Federal Reserve Bank is open for business. We may also provide notice when you access the Prytany Platform. You will keep your contact information, including email address, up-to-date in your Prytany Account.

B. Business Days

"Business Days" means Monday through Friday, excluding Holidays. "Holidays" means New Year's Day (January 1), Birthday of Martin Luther King, Jr. (the third Monday in January), Washington's Birthday (the third Monday in February), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Columbus Day (the second Monday in October), Veterans Day (November 11), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25). If a Holiday falls on a Saturday, Prytany shall observe the Holiday on the prior Friday. If the Holiday falls on a Sunday, Prytany shall observe the Holiday on the following Monday.

C. Legal Notices to Prytany

Any legal notice to Prytany must be sent by postal mail to: Prytany LLC, Attention: Legal Department, 786 Stephanie Circle, Great Falls, Virginia 22066. You may contact Prytany for any non-legal purpose via the Contact Us information below or by email to [support@Prytany.com](mailto:support@Prytany.com). You consent to all notices being sent to you by Prytany using the most recent email address and/or physical mailing address that you provided to Prytany.

D. Candidate Information on Prytany

The Prytany Platform may enable candidate searches. Prytany does not warrant that candidate descriptions, ratings and reviews or any other content on Prytany is accurate, complete, reliable or current. Information about candidates is provided for informational purposes only and does not constitute an endorsement by Prytany of any candidate, campaign, cause, party or other organization. Prytany is not soliciting contributions on behalf of any candidate, cause or party. The Prytany Platform is available to any contributor, candidate, campaign and national political party to the extent authorized by the FEC and provided such user satisfies Prytany's requirements for use of the Prytany Platform, accepts this Agreement, and abides by Prytany's Code of Conduct. Prytany reserves the right, however, to withhold access to all or any function of the Prytany Platform by any person or entity for any reason.

E. Intellectual Property

"Prytany.com," "Prytany," and all related logos, products and services described in our website and mobile applications are either trademarks or registered trademarks of Prytany or its licensors. You may not copy, imitate or use them without Prytany's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of

Prytany. You may not copy, imitate, or use them without our prior written consent. You may not alter, modify or change these Prytany trademarks in any way, use them in a manner that is disparaging to Prytany or the Prytany Platform or display them in any manner that implies Prytany's sponsorship or endorsement. All right, title and interest in and to the Prytany Platform is the exclusive property of Prytany and its licensors.

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

F. Privacy

Protecting your privacy is very important to us. Please review our Privacy Policy at <https://www.prytany.com/privacy-policy>, which is incorporated into this User Agreement by this reference, in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

G. Children's Privacy

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

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

If you believe that any of your Prytany Account registration information, PIN or mobile device containing the Prytany App has been lost or stolen, or if your Prytany Account history shows transfers that you did not make, immediately contact Prytany via the Contact Us information below or by email to [support@Prytany.com](mailto:support@Prytany.com).

I. Resolution Procedures for Unauthorized Contributions and Other Errors

The following terms and conditions apply with respect to all uses of the Prytany Platform.

1. Unauthorized Contributions and Other Errors

When an Unauthorized Contribution (defined below) or Other Error (defined below) occurs in your account, including Unauthorized Contributions that occur because your Prytany mobile-activated phone has been lost or stolen, Prytany will assist you in notifying the Registered Campaign or Registered National Party Committee of such Unauthorized Contribution or Other Error and requesting that the full amount of your Unauthorized Contribution or Other Error be refunded to you as long as you follow the procedures discussed below. As provided below in Section III.P (No Liability of Prytany for Contribution

Failures), Section III.Q (Disclaimers of Warranty; Damages Exclusions) and Section III.R (Limitations on Liability), Prytany's liability for Unauthorized Contributions and Other Errors, and to users of Prytany in general, is limited to the fullest extent permitted by applicable law.

An “**Unauthorized Contribution**” is a type of error that occurs when money is sent from your funding source that you did not authorize and that did not benefit you. For example, if someone steals your password, uses the password to access your account, and sends a contribution from your funding source, an Unauthorized Contribution has occurred. However, if you give someone access to your account (for example, by giving them your login information) and they conduct transactions without your knowledge or permission, you are responsible for any resulting use. Such transactions are not considered Unauthorized Contributions.

In addition, “**Other Errors**” occur when contributions are incorrectly recorded in your account. Routine inquiries about your contributions or the status of a pending contribution are not considered Unauthorized Contributions or Other Errors unless you expressly notify us of an Unauthorized Contribution or Other Error in connection with the contribution. Requests for information for tax or other recordkeeping purposes and requests for duplicate documentation also are not deemed to be Unauthorized Contributions or Other Errors. You may request documentation or information regarding your Prytany Account to determine whether an Unauthorized Contribution or Other Error exists by contacting us through the “Contact Us” link on the Prytany website.

## 2. Notification Requirements

You should immediately notify Prytany if you believe:

- There has been an Unauthorized Contribution, unauthorized access to your Prytany Account, or the occurrence of an Other Error;
- There is an error in your contribution history or your contribution confirmation sent to you by email;
- Your password has been compromised;
- Your mobile device has been lost, stolen or deactivated; or
- You need more information about a contribution listed in your contribution history or contribution confirmation email.

You should regularly log into your Prytany Account and review your contribution history to ensure that there has not been an Unauthorized Contribution or Other Error. Prytany will also send an email to your primary email address on file in order to notify you of each contribution you make. You should review those emails to ensure that each contribution was authorized and is accurate.

For Unauthorized Contributions or Other Errors in your Prytany Account, notify us as follows:

- By contacting to us as directed the “Contact Us” tab below; or
- By emailing us at support@prytany.com.

When you notify us, provide us with all of the following information:

- Your name, and the email address and phone number registered to your Prytany Account;
- A description of any suspected Unauthorized Contribution or Other Error and an explanation of why you believe it is incorrect or why you need more information to identify the transaction; and
- The dollar amount of any suspected Unauthorized Contribution or Other Error.

During the course of our investigation, we may request additional information from you.

### 3. Prytany Actions After Receipt of your Notification

Once you notify us of any suspected Unauthorized Contribution or Other Error, or we otherwise learn of one, we will do the following:

- We will conduct an investigation to determine whether there has been an Unauthorized Contribution or Other Error.
- We will complete our investigation within 10 Business Days of the date we received your notification of the suspected Unauthorized Contribution or Other Error. If your account is new (the first contribution from your account was less than 30 Business Days from the date you notify us), we may take up to 20 Business Days to complete this investigation. If we need more time, we may take up to 45 days to complete our investigation (or up to 90 days for new accounts). We will inform you of our decision within 3 Business Days after completing our investigation.
- If we decide that there was not an Unauthorized Contribution or Other Error, we will include an explanation of our decision in our email or other communications to you. You may request copies of the documents that we used in our investigation.

### J. Restricted Activities

In connection with your use of our website, your Prytany Account, or the Prytany Platform, or in the course of your interactions with Prytany, another user of Prytany or a third party, you will not:

- breach this Agreement or any other Agreement that you have entered into with Prytany;
- violate Prytany's Code of Conduct or other policy, including its ban on abusive behavior, harrassment, hate speech, and other unacceptable conduct;
- violate any law, statute, ordinance, or regulation (for example, those governing Federal Campaign Finance and the Financing of Presidential Election Campaigns);
- infringe Prytany's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;

- act in a manner that is defamatory, trade libelous, threatening or harassing, or engage in any hate speech;
- provide false, inaccurate or misleading Personal Information;
- create more than one Prytany account for yourself by, among other methods, using a name that is not yours, using temporary email address(es) or phone number(s), or providing any other falsified Personal Information;
- send what we reasonably believe to be potentially fraudulent funds;
- refuse to cooperate in an investigation or provide confirmation of your identity or any Personal Information you provide to us;
- use an anonymizing proxy;
- control an account that is linked to another account that has engaged in any of these restricted activities;
- control or possess more than one account without authorization from Prytany;
- conduct your activities or use the Prytany Platform in a manner that results in or may result in complaints, disputes, claims, reversals, chargebacks, fees, fines, penalties and other liability to Prytany, another user of Prytany, a third party or you;
- use your Prytany Account or the Prytany Platform in a manner that Prytany, Visa, MasterCard, American Express or Discover reasonably believe to be an abuse of the credit card system or a violation of credit card association rules;
- disclose or distribute another Prytany user's Personal Information to a third party, or use the information for marketing purposes unless you receive the user's express consent to do so;
- take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information;
- use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission;
- use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere, with our website or the Prytany Platform;
- take any action that may cause us to lose any of the services from our internet services providers, payment processors, or other suppliers; or
- use the Prytany Platform to test credit card behaviors.

#### K. Legal Compliance

You agree you will not use the Prytany Platform to violate any law, statute, ordinance, or regulation. You are solely responsible for ensuring that your use of the Prytany Platform is in conformance with applicable federal, state and local laws and regulations.



#### L. Your Liability

If Prytany incurs any damages because you breach this Agreement, violate our Code of Conduct (which may be found on the home page of our website at <https://www.prytany.com/code-of-conduct>) or other policies, break any laws, or otherwise cause Prytany to suffer any damages or incur any expenses then we may take legal action against you to recover our losses, investigation costs, fines, or legal fees we may incur. You are responsible for all reversals, chargebacks, claims, fees, fines, penalties and other liability incurred by Prytany, a Prytany user, or a third party caused by or arising out of your breach of this Agreement, and/or your use of the Prytany Platform. You agree to reimburse Prytany, a user, or a third party for any and all such liability.

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

#### M. Actions by Prytany

If we have reason to believe that you have engaged in any restricted activities, made excessive or unexplainable transactions, violated any parts of this Agreement, violated Prytany's Code of Conduct, or provided any incorrect information, we may take various actions to protect Prytany, another Prytany user, a third party, or you. The actions we may take include but are not limited to the following:

- we may close, suspend, or limit your access to your Prytany Account or the Prytany Platform (such as limiting your ability to send messages or to make or receive contributions or pledges);
- we may contact your bank or credit card issuer and warn other users, law enforcement, or impacted third parties of your actions;
- we may update inaccurate information you provided us;
- we may refuse to provide you with access to the Prytany Platform in the future;
- and
- we may take legal action against you.

#### N. Account Closure, Termination of Account, or Limited Account Access

Prytany, in its sole discretion, reserves the right to terminate this Agreement, access to its website, and access to the Prytany Platform for any reason and at any time with or without notice to you.

If we limit or close your Prytany Account or terminate your use of the Prytany Platform for any reason, you may contact us and request restoration of access if appropriate. However, if we deem you violated this Agreement, including Prytany's Code of Conduct, such restoration is at our sole discretion.

You may stop using the Prytany Platform at any time and may close your Prytany Account by contacting us.

O. Disputes with Prytany

1. Notice of Dispute

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

2. Law and Forum for Disputes; Arbitration

This User Agreement shall be governed in all respects by the laws of the District of Columbia, without regard to conflict of law provisions, except to the extent that federal law applies.

ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTED WITH THIS USER AGREEMENT MUST BE ASSERTED INDIVIDUALLY IN BINDING ARBITRATION CONDUCTED BY A SINGLE ARBITRATOR WITH EXPERIENCE IN CONSUMER ONLINE PAYMENT SERVICES DISPUTES ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“**AAA**”) IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES. The forum for arbitration shall be in the city closest to your residence having a federal district courthouse. The arbitrator shall not conduct any form of class or collective arbitration nor join or consolidate claims by or for individuals. To the extent allowed by applicable law, the Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this User Agreement including, but not limited to, any claim that all or any part of this User Agreement is void or voidable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. For any non-frivolous claim, Prytany will pay the costs of the arbitration (but not your attorney fees), up to \$3,000.

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

There are only two exceptions to this agreement to arbitrate. First, if we reasonably believe that you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any court of competent jurisdiction. Second, any claim of \$500 or less may, at the option of the claiming party, be resolved in small claims court in Washington, D.C., if the claim and the parties are within the jurisdiction of the small claims court. For these two exceptions, you agree to submit to the personal jurisdiction of the courts located within the District of Columbia for the purpose of litigating such claims or disputes.

### 3. Waiver of Right to Jury; Class Action Waiver

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

#### P. No Liability of Prytany for Contribution Failures

Prytany will not be liable if a contribution made using the Prytany Platform is not completed or made on time or in the correct amount except to the extent required by law. Prytany will not be liable:

- If, through no fault of Prytany's, you do not have enough money in your bank account or sufficient credit remaining on your credit card to make the intended contribution;
- If the funds in your bank account are subject to legal process or other encumbrance restricting their use;
- If the Prytany Platform was not working properly through no fault of Prytany;
- If the failure results from a failure of the financial institution that issued your credit card or debit card, or Prytany is unable to access your credit card;
- If you provided inaccurate or incomplete information regarding the contribution;
- If the contribution appears suspicious, fraudulent, or unauthorized, and Prytany cannot confirm that it is a legitimate contribution, or if your Prytany Account or the account of the Registered Campaign or Registered National Party Committee receiving the contribution is under investigation by Prytany or if the contribution is or appears to be prohibited by any applicable law or rules.

#### Q. Disclaimers of Warranty; Damages Exclusions

Unless otherwise prohibited by law, you assume all responsibility for your use of the Prytany Platform and use it at your own risk. To the fullest extent permissible under applicable law, all such representations, warranties, guarantees and conditions are disclaimed, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, noninfringement of intellectual property rights, or other terms which might otherwise be implied by statute, common law or in equity. Prytany LLC does not warrant that the Prytany Platform will be uninterrupted or error-free, that defects will be corrected, or that the Prytany Platform, or the servers that process information for the Prytany Platform, are free of viruses, bugs or other harmful components. On behalf of Prytany LLC, Covered Third Parties, and each of our respective affiliates, vendors, agents and suppliers, Prytany LLC makes the following disclaimers set forth in this section: the Prytany Platform is provided on an **“as is”**, **“as available”** and **“with all faults”** basis, without any representations, warranties, guarantees, or conditions of any kind, express, implied or statutory, including, but not limited to, any

warranty as to the use or operation of the Prytany Platform, or the information, content or other materials related to the Prytany Platform, whether provided by Prytany LLC, any third party, or any of the Covered Third Parties. Neither Prytany LLC, nor any third party, nor any of the Covered Third Parties warrant nor make any representations regarding the use or the results of the use of the Prytany Platform in terms of correctness, accuracy, timeliness, reliability, or otherwise. You assume the entire cost of all necessary maintenance, repair, or correction to any equipment you use in accessing the Prytany Platform, including, but not limited to, your mobile phone or other device.

PRYTANY LLC IS NOT LIABLE FOR THE CONSEQUENCES OF YOU CHOOSING TO SHARE ANY CONTRIBUTION OR PLEDGE DETAILS ON SOCIAL MEDIA OR WITHIN THE PRYTANY PLATFORM, AND YOU AGREE TO HOLD PRYTANY LLC HARMLESS AND INDEMNIFY PRYTANY LLC FROM ANY LIABILITY arising from the actions or inactions of any external social media network in connection with the permissions you grant to the external social media network.

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

Prytany LLC does not have any control over any Registered Campaign or Registered National Party Committee that receives contributions through the Prytany Platform or the associated candidates, and Prytany LLC cannot ensure that any Registered Campaign or Registered National Party Committee to which you have made a contribution will actually accept the contribution or that the associated candidate will maintain any rating or otherwise take or not take any action.

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

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES OR THE EXCLUSION OF CERTAIN DAMAGES, SO THE ABOVE DISCLAIMERS

AND EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

R. Limitations on Liability

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

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

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

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

S. License Grant

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

T. Indemnification and Release of Prytany

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

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

U. Assumption of Rights

If Prytany LLC makes a payment to you for a claim, reversal or chargeback that you file with us against a recipient of your contribution, you agree that Prytany LLC assumes your rights against the recipient and third parties related to the contribution, and may pursue those rights directly or on your behalf, in Prytany LLC's discretion.

V. Modification of Terms

We may amend this Agreement at any time by posting a revised version on our website. The revised version will be effective at the time we post it unless it contains material changes. If we make changes to our Agreements with you that either reduce your rights or increase your responsibilities, we will provide 21 days' notice to you before the changes become effective. By using the Prytany Platform after a new Agreement has been posted, you agree to the revised Agreement.

W. Survival

In the event of termination of this Agreement or the Prytany Platform, the terms in this Agreement that by their nature are continuing shall survive such termination, including but not limited to the disclaimers and limitations of liabilities.

X. Force Majeure

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

Y. Miscellaneous

This Agreement and other documents (including but not limited to the Privacy Policy) referenced in or linked to this Agreement, which are hereby incorporated herein and made a part of this Agreement by this reference, contain yours and our entire Agreement regarding your use of the Prytany Platform. If any provision of this Agreement is deemed to be illegal or unenforceable, such provision shall be enforced to the extent possible, and any remaining illegality or unenforceability will not affect the validity or enforceability of any other provisions of this Agreement, which together will be construed as if such illegal or unenforceable provision had not been included in this Agreement. Any legal action arising out of your use of the Prytany Platform must be brought within one year after the cause of action has arisen. The section headings in this Agreement are for convenience of reference only and are not to be considered as parts, provisions or interpretations of this Agreement. You may not transfer or assign any rights or obligations you have under this Agreement without Prytany's prior written consent. Prytany reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to that breach or subsequent or similar breaches.

Z. Independent Contractors

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

HOW TO CONTACT US

If you have questions or concerns regarding this Agreement or your Prytany Account, or any feedback that you would like us to consider, please contact us at <https://www.prytany.com/contact-us>. You may also write to us at Prytany LLC, 786 Stephanie Circle, Great Falls, Virginia 22066.



Prytany LLC presently uses the payment processing services of Stripe, a licensed provider of money transfer services (NMLS ID: 1280479). All money transmission is provided by Prytany LLC pursuant to its licenses with Stripe © 2018 Stripe.

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