

TERMS OF USE

LAST UPDATED: February 11, 2021

Please read this Terms of Use agreement (the “Agreement”) carefully as it applies to your use of online services and digital products of the Foundation for Family and Community Healing (the “Foundation” or “we” or “us”), including but not limited to the Foundation websites located at <https://www.familyandcommunityhealing.org/> and all subdomains thereof (the “Site”), and including without limitation any and all present or future mobile applications offered by the Foundation and all features, content and products and services thereof, including but not limited to RSS, API, software and other downloads (collectively, the “Services”). Your use of the Site and Services is governed by this Agreement regardless of how you access the Site or Services, including but not limited to, through the Internet, a mobile network, or otherwise.

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY, AS THEY MAY AFFECT YOUR LEGAL RIGHTS, INCLUDING HOW YOU MAY RESOLVE DISPUTES. PLEASE NOTE THAT THIS AGREEMENT MAY REQUIRE YOU TO SUBMIT DISPUTES TO ARBITRATION.

1. Acceptance of Terms. The Site and Services are made available by the Foundation subject to this Agreement. The Foundation reserves the right to update or make changes to this Agreement from time to time and may provide you with notice of such changes by any reasonable means, including without limitation, by posting the revised version of this Agreement on the Site or in connection with the Services. You can determine when this Agreement was last revised by referring to the “LAST UPDATED” legend at the top of this Agreement. Your access to or use of the Site or Services following changes to this Agreement will constitute your acceptance of those changes. Any changes to this Agreement shall not apply to any dispute between you and the Foundation arising prior to the date on which the Foundation posted the revised version of this Agreement incorporating such changes or otherwise notified you of such changes. When using any Services, you agree that you are subject to any additional terms and conditions posted by us that are applicable to such Services, which are hereby incorporated by reference into this Agreement.

BY “CLICK ACCEPTING” THESE TERMS AND CONDITIONS, OR BY ACCESSING OR USING THE SITE OR SERVICES (INCLUDING BY COMPLETING A TRANSACTION), YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

We reserve the right, at any time and from time to time, temporarily or permanently, in whole or in part, to: modify or discontinue the Site or Services, with or without notice; charge fees in connection with the use of the Site or Services; modify or waive any fees

charged in connection with the Site or Services; or offer opportunities to some or all users of the Site or Services. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site or of any Service, content, feature or product, in whole or in part. Your continued access to or use of the Site or Services after such changes will indicate your acceptance of such changes.

2. Site and Services Information. We provide users of the Site and/or Services with access to certain content and services related to fostering good mental and emotional health, and related to cultivating positive relationships with other people and with the Earth. This content may include, without limitation: (a) on-demand streaming media; (b) downloadable audio and video courses; (c) downloadable presentation materials; (d) downloadable publications; (e) blogs; and (f) transcripts (such content and services also part of the “Services”).

We may use one or more third-party products or services to deliver this content and these services, and those entities may have their own terms and conditions to which you must agree.

The quality (e.g., the resolution) of streaming content, as well as the download speed of downloadable content, may be affected by a variety of factors such as your location, the content being streamed or downloaded and the speed of your Internet connection. The Foundation makes no representation or warranty regarding access to content available through the Site or in connection with Services, including the quality of streaming content and the download speed of downloadable content.

The content provided through the Site and/or or in connection with the Services is designed to provide practical and useful information on the subject matter covered. YOU ACKNOWLEDGE AND AGREE THAT THE CONTENT IS FOR GENERAL EDUCATIONAL PURPOSES ONLY AND IS NOT PROVIDED FOR THE PURPOSE OF RENDERING PERSONALIZED ADVICE ON YOUR MENTAL OR PHYSICAL HEALTH. IF YOU BELIEVE YOU REQUIRE MEDICAL ADVICE OR OTHER EXPERT ASSISTANCE, YOU SHOULD SEEK THE SERVICES OF A COMPETENT PROFESSIONAL.

3. Jurisdictional Issues. The Site and the Services are controlled and operated by the Foundation from the United States, and are not intended to subject the Foundation to the laws or jurisdiction of any state, country or territory other than that of the United States. The Foundation neither represents nor warrants that the Site or the Services or any part thereof is appropriate or available for use in any particular jurisdiction other than the United States. In choosing to access the Site or Services, you do so on your own initiative and at your own risk, and you are responsible for complying with all local laws, rules and regulations. You are also subject to United States export controls and are responsible for any violations of such controls, including any United States embargoes or other federal rules and regulations restricting exports. We may limit the availability of the Site or the Services, in whole or in part, to any person, geographic

area or jurisdiction we choose, at any time. The products or services described on the Site or the Services are not necessarily available in all states or territories.

4. Information Submitted Through the Site and/or Services. Your submission of information through the Site or in connection with the Services is governed by the Foundation's Privacy Policy, which is located at https://www.familyandcommunityhealing.org/wp-content/uploads/2021/02/Privacy-Policy_83928862_2.DOCX.pdf (the "Privacy Policy"). You agree that all information that you provide to us is true, accurate and complete, and that you will maintain and update such information regularly.

5. Rules of Conduct. You must comply with all applicable laws, rules and regulations while accessing or using the Site and/or Services. In addition, we expect users to respect the rights and dignity of others. Your use of the Site and/or Services is conditioned upon your compliance with the rules set forth in this section. You must not:

- Post, transmit, or otherwise make available, through or in connection with the Site or Services, (a) anything that could be (i) threatening, harassing, discriminatory, degrading, hateful or intimidating; (ii) defamatory, fraudulent or otherwise tortious; (iii) obscene, indecent, pornographic or otherwise objectionable; or (iv) related to alcohol, wagering, gambling, tobacco products, ammunition or firearms; (b) anything that could give rise to criminal or civil liability (including any material protected by copyright, trademark, trade secret, right of publicity, or any other proprietary right for which you do not have the express prior consent of the owner of such right or in violation of any contractual, fiduciary or other legal obligation), or that encourages conduct that would constitute a criminal offense; (c) any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file or program that is potentially harmful or invasive, or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment; (d) any unsolicited or unauthorized advertising, promotional material, "junk mail," "spam," "chain letter," "pyramid scheme," investment opportunity or other form of solicitation; or (e) any material, non-public information about a company or any securities or other financial instrument, without the proper authorization to do so.
- Use of the Site or Services (a) to defame, abuse, harass, stalk, threaten, harvest or collect personally identifiable information, or otherwise violate the legal rights of others, including rights of privacy or publicity; (b) to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity, or state or imply that we endorse any of your statements or Submissions (as defined below); or (c) for any other fraudulent or unlawful purpose.
- Interfere with or disrupt the operation of the Site or Services or the servers or networks used to make the Site or Services available (including by taking any action that imposes an unreasonable or disproportionately large load upon the Site or in connection with the Services or upon such servers or networks) or

violate any requirements, procedures, policies or regulations of such servers or networks.

- Restrict or inhibit any other person from using the Site or Services (including by hacking or defacing the Site).
- Use the Site or Services to advertise or offer to sell or buy any goods or services.
- License, sublicense, transfer, assign, reproduce, duplicate, copy, sell, resell, distribute, or exploit for any commercial purposes the Site or Services or any access to or use of the Site or Services.
- Modify, adapt, make derivative works of, translate, reverse engineer, decompile or disassemble the Site or Services.
- Remove any copyright, trademark or other proprietary rights notice from the Site or Services or any materials available through the Site or Services.
- Frame or mirror any part of the Site or Services without Foundation's express prior written consent.
- Systematically download or store content from the Site or Services.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way gather content of the Site or in connection with the Services or reproduce or circumvent the navigational structure or presentation of the Site or Services without Foundation's express prior written consent. Notwithstanding the foregoing, Foundation grants the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. Foundation reserves the right to revoke these exceptions either generally or in specific cases.

Additionally, you acknowledge and agree that you (and not the Foundation) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment and services needed to access and use the Site or Services, and paying all charges related thereto.

We may terminate your use of the Site or Services for any conduct that we consider to be inappropriate, or for your breach of this Agreement, including the Rules of Conduct set forth above (including, without limitation, if you repeatedly engage in copyright infringement via or in connection with the Site or Services).

6. Registration; User Names and Passwords. You may need to register to use all or part of the Site or Services. You represent and warrant that all information submitted to the Foundation in connection with such registration is complete and accurate. We may reject, or require that you change, for any reason, any user name, password, or other

information that you provide to us in registering. Your user name and password are for your personal use only and should be kept confidential; you (and not the Foundation) are responsible for any use or misuse of your user name or password, and you must promptly notify us of any confidentiality breach or unauthorized use of your user name or password, or your account. We are not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations.

7. Forums. We and our service providers may make available through the Site or Services certain services (for example, message boards, forums, blogs, chat functionality, messaging functionality and comment functionality, among other services) to which you are able to post information and materials (each, a “Forum”).

Information contained in Forums may be provided by employees of the Foundation as well as by third-party visitors to the Site or Services. Please note that visitors to the Site or Services may post messages or make statements in the Forums that are inaccurate, misleading or deceptive. The Foundation and its directors, officers, employees, representatives, affiliates, licensors and service providers (collectively, with the Foundation, the “Foundation Entities”) neither endorse nor are responsible for any opinion, advice, information or statements made in the Forums by third parties. Without limitation, the Foundation Entities are not responsible for any information or materials made available through the Forums (including errors or omissions in Forum postings or links or images embedded in Forum postings) or results obtained by using any such information or materials. Under no circumstances will the Foundation Entities be liable for any loss or damage caused by your reliance on such information or materials. The opinions expressed in the Forums reflect solely the opinions of the individuals who submitted such opinions, and may not reflect the opinions of the Foundation.

In addition, the Foundation Entities have no control over, and shall have no liability for, any damages resulting from the use (including republication) or misuse by any third party information voluntarily made public through a Forum or any other part of the Site or Services. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE IN A FORUM OR OTHERWISE ON THE SITE OR SERVICES, YOU DO SO AT YOUR OWN RISK.

8. Submissions. The Site or Services may make available certain functionality (including Forums and e-mail addresses) through which you are able to post, send or make available information and materials (each, a “Submission”). For purposes of clarity, you retain any ownership rights that you may have in any of the Submissions that you post, subject to the terms and conditions of this Agreement. For each Submission that you make available through or in connection with the Site or Services, you hereby grant to us a world-wide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), adapt, modify and otherwise use and exploit such Submission, in any format or media now known or here after developed, and for any purpose (including promotional purposes, such as displaying a

user comment on the front page of the Site or Services as a testimonial), and you hereby represent and warrant that you have all necessary rights to grant the foregoing license. We may use Submissions for any purpose whatsoever without compensation to you or any other person. You are and remain responsible and liable for the content of any Submission.

9. Feedback. Unless we expressly agree otherwise in writing, if you provide us with any ideas, proposals, suggestions or materials (“Input”), whether related to the Site, the Services or otherwise, you hereby acknowledge and agree that (a) your provision of any Input is gratuitous, unsolicited and without restriction and does not place the Foundation under any fiduciary or other obligation; and (b) any Input is not confidential and Foundation has no confidentiality obligations with respect to such Input. Without limiting the foregoing, all Input shall be deemed a Submission and licensed to us pursuant to Section 8, above.

10. Monitoring. We may and expressly reserve the right (but have no obligation) to monitor, review, store, evaluate, alter or remove any information (including any Submissions or any messages, information, content or other materials sent to you, or received by you, in connection with the Site or the Services, or their features and functionalities), at any time before or after it appears on the Site or in connection with the Services, and to monitor, review or analyze your access to or use of the Site or Services, in each case by manual, automated or other means, and in each case for any purpose, including such purposes as may be described in our Privacy Policy. We may disclose any such information (including any Submissions) and the circumstances surrounding its transmission to anyone for any reason or purpose.

11. Foundation's Proprietary Rights. We and/or our licensors and suppliers own the information and materials made available through the Site and/or Services. Such information and materials are protected by copyright, trademark, patent and/or other proprietary rights and laws. Except as expressly authorized in advance by us, you agree not to reproduce, modify, rent, lease, loan, sell, distribute or create derivative works based on, all or any part of the Site or Services or any information or materials made available through the Site or Services.

Trade names, trademarks and service marks on the Sites or Services, if any, are owned by the Foundation, the Foundation’s licensors, or other respective owners. Such trade names, trademarks and service marks, whether registered or unregistered, may not be used in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Site or Services should be construed as granting, by implication, estoppel or otherwise, any license or right to use any such trade names, trademarks, or service marks without the express prior written consent of the owner.

12. Purchases; Donations; Returns; Upkeep Service. We may make available products and services for purchase through the Site or Services, and we may use third-party suppliers and service providers to enable these products and services to be viewed,

and/or to enable e-commerce functionality on our Site or Services. We may also solicit donations, and we may use third-party suppliers and service providers to enable those donations to be made. If you wish to make a donation, or to purchase any product or service made available by us through the Site or Services or through our telephone, mail-order, telemarketing efforts, customer service representatives, account representatives or other sales channels (each such donation or purchase, a "Transaction"), you may be asked to supply certain information relevant to your Transaction, including without limitation your credit card number, the expiration date of your credit card, your billing address, and your shipping information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION. By submitting such information, you grant to the Foundation the right to provide such information to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

The Foundation reserves the right, with or without prior notice, to limit the available quantity of or discontinue any product or service; to not honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions; to bar any user from making any or all Transaction(s); and/or to refuse to provide any user with any product or service.

Foundation reserves the right to change its pricing for any and all of its products and services offered via the Site and Services, at any time in its sole and absolute discretion without notice.

You agree to pay all charges that may be incurred by you or on your behalf through the Site or Services, at the price(s) in effect when such charges are incurred. In addition, you remain responsible for any taxes that may be applicable to your Transactions. In the event you make a donation, you are responsible for determining the extent to which, if any, that donation might be deductible or otherwise have any tax consequences for you.

You agree that if you purchase any products or services from us in a Transaction, you will not resell such products or services unless we have provided our express prior written consent to do so.

13. Accuracy of Information; Products, Content and Specifications. We attempt to ensure that information provided on or in connection with the Site or Services is complete, accurate and current. Despite our efforts, such information may occasionally be inaccurate, incomplete, or out of date. Accordingly, we make no representation as to the completeness, accuracy, or currency of such information, including all descriptions, images, references, features, content, specifications, products and prices of products and services described or depicted on the Site or Services. Such information is also subject to change at any time without notice. Descriptions and images of, and references to, third-party products or services available in connection with the Site or

Services do not imply the Foundation's endorsement of such third-party products or services. The inclusion of any products or services on the Site or Services at a particular time does not imply or warrant that these products or services will be available at any time. It is your responsibility to ascertain and obey all applicable local, state, federal and international laws (including minimum age requirements) in regard to the possession, use and sale of any item purchased from the Site or in connection with the Services. By placing an order, you represent that the products ordered will be used only in a lawful manner.

14. Third Party Content; Links. The Site or Services may incorporate certain functionality that allows the routing and transmission of, and online access to, certain digital communications and content made available by third parties, including social media providers (such communications and content, "Third Party Content"). By using such functionality, you acknowledge and agree that you are directing us to access and transmit to you Third Party Content associated with such functionality. The Site or Services may provide links to other web sites and online resources that include Third Party Content. Because we do not control Third Party Content, you agree that the Foundation Entities are neither responsible nor liable for any Third Party Content, including the accuracy, integrity, quality, legality, usefulness, or safety of, or intellectual property rights relating to, Third Party Content. We have no obligation to monitor Third Party Content, and we may block or disable access to any Third Party Content (in whole or part) via the Site or Services at any time. Your access to or receipt of Third Party Content via the Site or Services does not imply our endorsement of, or our affiliation with any provider of, such Third Party Content. Further, your use of Third Party Content may be governed by additional terms and conditions that are not set forth in this Agreement or our Privacy Policy (for example, terms and conditions that are made available by the providers of such Third Party Content). This Agreement does not create any legal relationship between you and the providers of such Third Party Content with respect to such Third Party Content, and nothing in this Agreement shall be deemed to be a representation or warranty by any of the Foundation Entities with respect to any Third Party Content. **YOU AGREE THAT YOUR USE OF THIRD PARTY CONTENT IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH THIRD PARTY CONTENT.**

Foundation shall have the right, at any time, to block links to the Site or Services through technological or other means without prior notice.

15. DISCLAIMER OF WARRANTIES. THE SITE, SERVICES AND ANY GOODS MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE SITE OR SERVICES ARE PROVIDED TO YOU "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. YOU AGREE THAT YOU MUST EVALUATE, AND THAT YOU BEAR ALL RISKS ASSOCIATED WITH, ACCESS TO AND USE OF THE SITE OR SERVICES, INCLUDING WITHOUT LIMITATION, ANY RELIANCE ON THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY MATERIALS AVAILABLE THROUGH THE SITE OR SERVICES. THE FOUNDATION ENTITIES DISCLAIM ALL

WARRANTIES WITH RESPECT TO THE SITE, SERVICES, AND ANY GOODS OBTAINED OR MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE SITE OR SERVICES (INCLUDING WITHOUT LIMITATION, THIRD PARTY PRODUCTS AND SERVICES) TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND TITLE.

16. LIMITATION OF LIABILITY. THE FOUNDATION ENTITIES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, USE, DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SITE OR SERVICES, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. IN PARTICULAR, AND WITHOUT LIMITATION, THE FOUNDATION ENTITIES WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE OR SERVICES, OR FROM ANY CONTENT POSTED ON THE SITE OR IN CONNECTION WITH THE SERVICES BY THE FOUNDATION OR ANY THIRD PARTY. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE OR SERVICES IS TO STOP USING THE SITE OR SERVICES. THE MAXIMUM LIABILITY OF THE FOUNDATION FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE, SHALL BE THE GREATER OF (I) THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO THE FOUNDATION TO ACCESS AND USE THE SITE OR SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT RESULTING IN SUCH DAMAGE, LOSS OR CAUSE OF ACTION AND (II) TWENTY DOLLARS (\$20.00).

While we try to maintain the integrity and security of the Site and Services and the servers from which the Site and Services are operated, we do not guarantee that the Site or Services will be or remain secure, complete or correct, or that access to the Site or Services will be uninterrupted. The Site or Services may include inaccuracies, errors, and materials that violate or conflict with this Agreement. This Site and Services are designed to provide practical and useful information on the subject matter covered. However, they are provided with the understanding that the Foundation Entities are not engaged in rendering legal, accounting, psychological, therapeutic, or other professional services. If such expert assistance is required, the services of a competent professional should be sought. Additionally, third parties may make unauthorized alterations to the Site or Services. If you become aware of any unauthorized third party alteration to the Site or Services, contact us at DGarrou@HuntonAK.com with a description of the material(s) at issue and the URL or location on the Site or Services where such material(s) appear.

17. Indemnity. Except to the extent prohibited under applicable law, you agree to defend, indemnify and hold harmless each of the Foundation Entities from and against all claims, losses, costs and expenses (including attorneys' fees) arising out of (a) your use of, or activities in connection with, the Site or Services; (b) any violation or alleged violation of this Agreement by you; or (c) any claim that any of your Submissions or any use or exploitation thereof caused damage to or infringed upon or violated the rights of a third party, including past, present or future infringement, misappropriation, libel, defamation, invasion of privacy or right of publicity, or violation of any right related to the foregoing.

18. Termination. This Agreement is effective until terminated. The Foundation may terminate your access to or use of the Site or Services, at any time and for any reason, including if the Foundation believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination, your right to access or use the Site or Services will immediately cease. You agree that any termination of your access to or use of the Site or Services may occur without prior notice, and that the Foundation may immediately deactivate or delete your password and user name, and all related information and files associated with it, and/or bar any further access to such information or files. You agree that the Foundation shall not be liable to you or any third party for any termination of your access to the Site or Services or to any such information or files, and shall not be required to make such information or files available to you after any such termination. Sections 1, 2 (other than the first paragraph), 3, 4, 6 (last sentence only), 7 (second and third paragraphs only) and 8-24 shall survive any expiration or termination of this Agreement.

19. Governing Law and Arbitration. This Agreement is governed by the laws of the Commonwealth of Virginia, U.S.A., without regard to its conflicts of law provisions, and regardless of your location. ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND THE FOUNDATION (INCLUDING, WITHOUT LIMITATION, THE FOUNDATION'S COLLECTION, STORAGE, USE AND DISCLOSURE OF INFORMATION PURSUANT TO THE FOUNDATION'S PRIVACY POLICY), WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, SHALL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY AND, BY YOUR ACCESS TO OR USE OF THIS SITE OR SERVICES, YOU AGREE THAT YOU AND THE FOUNDATION ARE EACH WAIVING OUR RIGHT TO TRIAL BY A JURY. BY YOUR ACCESS TO OR USE OF THE SITE OR SERVICES, YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND, BY YOUR ACCESS TO OR USE OF THE SITE OR SERVICES, YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by the American Arbitration Association under its Commercial Arbitration Rules, as amended by this Agreement. Any in-person hearings or appearances shall be held in Richmond, Commonwealth of Virginia, U.S.A. Arbitration proceedings shall be conducted in a manner that preserves

confidentiality. The arbitrator's decision shall follow this Agreement and shall be final and binding. The arbitrator shall have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof.

20. Copyright Infringement Claims. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Site or in connection with the Services infringe your copyright, you (or your agent) may send Foundation a written notice by mail, email or fax, requesting that Foundation remove the material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send Foundation a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices must be sent to Foundation's DMCA Agent as follows: By mail to DGarrou@HuntonAK.com. Our DMCA Agent's phone number is 804.788.8355.

We suggest that you consult your legal advisor before submitting a notice or counter-notice.

21. Filtering. We hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available from:

https://en.wikipedia.org/wiki/Comparison_of_content-control_software_and_providers.

Please note that the Foundation does not endorse any of the products or services listed at such sites.

22. Information or Complaints. If you have a question or complaint regarding the Site or Services, please contact us by writing to: DGarrou@HuntonAK.com, 804.788.8355. Please note that e-mail communications will not necessarily be secure; accordingly, you should not include payment information (such as credit card information) or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at 916.445.1254 or 800.952.5210.

23. Miscellaneous. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and Foundation. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed

severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent, and any prohibited assignment, transfer or sublicense is void. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. This, together with all policies referred to herein, is the entire Agreement between you and the Foundation relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Foundation relating to such subject matter. Notices to you may be made via posting to the Site or through the Services, by e-mail, or by regular mail, in the Foundation's discretion. The Site or Services may also provide notices of changes to this Agreement or other matters by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Foundation will not be responsible for failures to fulfill any obligations due to causes beyond its control.