

TERMS OF USE

Last Updated: December 23, 2021

Act Now Foundation, Inc. (“Act Now Foundation,” or “we,” “our,” or “us”) provides you access to our website located at www.actnowfoundation.org (the “Site”), and our services that are made available through the Site (the “Services”), subject to the following terms and conditions (the “Terms of Use”). By visiting the Site, and/or accessing and/or using the Services, you acknowledge that you have read, understood, and agree to be legally bound by these terms of use and the terms and conditions of our privacy policy (the “Privacy Policy”), which are hereby incorporated into these terms of use and made a part hereof by reference (collectively, the “Agreement”). If you do not agree to any of the terms in the agreement, you may not access or use the Site and the Services.

If you accept or agree to the Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to the Agreement and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

We reserve the right, at our sole discretion, to modify, discontinue, or terminate the Site, or to modify the Agreement, at any time and without prior notice. If we modify the Agreement, we will post the modification on the Site or provide you with notice of the modification at the last email address you gave us. By continuing to access or use the Site and/or the Services after we have posted a modification on the Site or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Agreement. If the modified Agreement is not acceptable to you, your only recourse is to cease using the Site.

Capitalized terms not defined in these Terms of Use shall have the meaning set forth in our Privacy Policy.

1. USE OF PERSONAL INFORMATION

Your use of the Site and the Services may involve the transmission to us of certain personal information. Our policies with respect to the collection and use of such personal information are governed according to our Privacy Policy (located at www.actnowfoundation.org/terms-of-use) which is hereby incorporated by reference in its entirety.

2. DONATIONS

If you wish to make a donation through the Site, you acknowledge and agree that the Site will link to a third party payment processor of ours who will process your payment (“Third Party Payment Processor”), and that any information that you submit in connection with such donation will be submitted to such Third Party Payment Processor and will be subject to the privacy policy and terms of use of such Third Party Payment Processor.

3. FEES

Our Services are currently provided to you free of charge. However, we reserve the right to change any of the fees that we charge, or to institute new or additional fees, at any time upon notice to you.

4. SIGN-IN NAME; PASSWORD; UNIQUE IDENTIFIERS

In order to use some Services, you will have to complete the registration process on our Site. During the registration process, we will ask you to create an account, which includes a unique sign-in name ("Sign-In Name"), password ("Password"), and perhaps certain additional information that will assist in authenticating your identity when you log-in in the future ("Unique Identifiers"). The Sign-In Name, Password and Unique Identifiers are collectively referred to herein as the "Account Credentials." When creating your account, you must provide true, accurate, current, and complete information. Each Sign-In Name and corresponding Password can be used by only one registered user. You are responsible for the confidentiality and use of your Sign-In Name, Password, and Unique Identifiers. You will promptly inform us of any need to deactivate a Password or Sign-In Name, or change any Unique Identifier. We reserve the right to delete or change your Password, Sign-In Name, or Unique Identifier at any time and for any reason.

5. INTELLECTUAL PROPERTY

We retain all right, title and interest in and to the Site, the Services, all software and other technology relating to any of the foregoing, all any content or materials made available through any of the foregoing, together with all intellectual property rights embodied therein ("Content"). The Content may be owned by us or our licensors, and is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other intellectual property rights or laws. You have no rights in or to the Content, and you will not use the Content except as permitted under this Agreement and the functionality of the Services. No other use is permitted without prior written consent from us. You must retain all copyright and other proprietary or legal notices contained in the original Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content outside the Site and the Centivo Portals or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of this Agreement, your permission to access the Site and the Services automatically terminates and you must immediately destroy any copies you have made of the Site and the Services.

The trademarks, service marks, and logos of Act Now Foundation (the “Act Now Foundation Trademarks”) used and displayed on the Site and the Services are registered and unregistered trademarks or service marks of Act Now Foundation. Other company, product, and service names located on the Site may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and, collectively with Act Now Foundation Trademarks, the “Trademarks”). Nothing on the Site and the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any website is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Act Now Foundation Trademarks inures to our benefit.

Elements of the Site and the Services are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Content may be retransmitted without our express, written consent for each and every instance.

6. **GUIDELINES**

By accessing the Site and/or accessing and/or using the Services, you hereby agree to comply with the following guidelines:

- You will not use the Site and/or the Services for any unlawful purpose;
- You will not access or use the Site and/or the Services to collect any market research for a competing businesses;
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- You will not decompile, reverse engineer, or disassemble any software or other products or processes accessible through the Site and/or the Services;
- You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features on the Site and the Services;
- You will not circumvent, remove, alter, deactivate, degrade, or thwart any of the protections in the Site and/or the Services;
- You will not use automated means, including spiders, robots, crawlers, data mining tools, or the like to download or scrape data from the Site, directly or indirectly, except for Internet search engines (e.g., Google) and non-commercial public archives (e.g., archive.org) that comply with our robots.txt file;
- You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; and

- You will not interfere with or attempt to interrupt the proper operation of the Site and/or the Services through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Site through hacking, password or data mining, or any other means.

We reserve the right, in our sole and absolute discretion, to deny you (or any device) access to the Site and/or Services, or any portion thereof, without notice.

7. FEEDBACK

We welcome and encourage you to provide feedback, comments, and suggestions for improvements to the Site and our services ("Feedback"). Although we encourage you to e-mail us, we do not want you to, and you should not, e-mail us any content that contains confidential information. With respect to any Feedback you provide, we shall be free to use and disclose any ideas, concepts, know-how, techniques, or other materials contained in your Feedback for any purpose whatsoever, including, but not limited to, the development, production and marketing of products and services that incorporate such information, without compensation or attribution to you.

8. NO WARRANTIES; LIMITATION OF LIABILITY

THE SITE, THE SERVICES, AND THE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND NEITHER ACT NOW FOUNDATION NOR ACT NOW FOUNDATION'S SUPPLIERS MAKE ANY WARRANTIES WITH RESPECT TO THE SAME OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, AND ACT NOW FOUNDATION HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE SITE OR ANY RELATED SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) ANY DIRECT DAMAGES THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE SITE OR ANY RELATED SERVICES SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. THEREFORE, SOME OF THE ABOVE LIMITATIONS ON WARRANTIES IN THIS SECTION MAY NOT APPLY TO YOU.

THE SITE AND THE SERVICES MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS LISTED ON THE SITE AND THE SERVICES. WE RESERVE THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE SITE AND THE SERVICES AT ANY TIME WITHOUT NOTICE.

9. EXTERNAL SITES

The Site and the Services may contain links to third-party websites ("External Sites"). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the Site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

10. INDEMNIFICATION

You will indemnify, defend, and hold Act Now Foundation and its shareholders, members, officers, directors, employees, agents, and representatives (collectively, "Act Now Foundation Indemnitees") harmless from and against any and all damages, liabilities, losses, costs, and expenses, including reasonable attorney's fees (collectively, "Losses") incurred by any Act Now Foundation Indemnitee in connection with a third-party claim, action, or proceeding (each, a "Claim") arising from (i) your breach of this Agreement; and/or (ii) your misuse of the Site, the Services and/or the Content; *provided, however*, that the foregoing obligations shall be subject to our: (i) promptly notifying you of the Claim; (ii) providing you, at your expense, with reasonable cooperation in the defense of the Claim; and (iii) providing you with sole control over the defense and negotiations for a settlement or compromise.

11. COMPLIANCE WITH APPLICABLE LAWS

The Site and the Services are based in the United States. We make no claims concerning whether the Site and the Services may be viewed or be appropriate for use outside of the United States. If you access the Site and/or the Services from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

12. TERMINATION OF THE AGREEMENT

We reserve the right, in our sole discretion, to restrict, suspend, or terminate the Agreement and/or your access to all or any part of the Site and/or the Services, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Site and/or the Services at any time without prior notice or liability.

13. EQUITABLE RELIEF

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. We may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the State of New Jersey for purposes of any such action by us.

14. CONTROLLING LAW; EXCLUSIVE FORUM

The Agreement and any action related thereto will be governed by the laws of the State of New Jersey without regard to its conflict of laws provisions. The parties hereby consent and agree to the exclusive jurisdiction of the state and federal courts located in the State of New Jersey, for all suits, actions, or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including but not limited to, objections based on improper venue or inconvenient forum, and each party hereby irrevocably submits to the exclusive jurisdiction of such courts in any suits, actions, or proceedings arising out of or relating to this Agreement

15. MISCELLANEOUS

If the Agreement is terminated in accordance with the termination provision in Section 12 above, such termination shall not affect the validity of the following provisions of this Agreement, which shall remain in full force and effect: “Intellectual Property,” “Feedback,” “No Warranties; Limitation of Liability,” “Indemnification,” “Compliance with Applicable Laws,” “Termination of the Agreement,” “Controlling Law; Exclusive Forum,” and “Miscellaneous.”

Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, the Agreement constitutes the entire agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

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