



TERMS OF USE

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Your Obligations

Ownership. We are the owner of the Site. The Site is provided on an “AS IS” and “AS AVAILABLE” basis. You acknowledge and agree that the Site is provided by us on “AS IS” and “AS AVAILABLE” basis. The Site and all information provided through it, and all derivatives shall be and remain our property (or of our licensors). Information includes all information such as the "look and feel" of the Site, the data files, graphics, text, photographs, drawings, logos, images, sounds, music, video or audio files part of the Site. You shall have no rights or interests therein except as set forth in these Terms.

User Account. We may require you to create a user account to use the Site to purchase products and/or make donations. You are liable for the security of your user account credentials (user ID and password) as well as any use by your user account credentials, which will be attributed to you.

Passwords/Security. You shall be solely responsible for the security, confidentiality and integrity of all messages and the information that you receive, transmit or store via the Site and/or your user account. You are responsible for

taking all reasonable steps to ensure that no unauthorized person shall have access to your account credentials or your password. You agree to bear all responsibility for the confidentiality of your account credentials and password and all use or charges incurred from use of the Service with your user account.

Collection and Use of Your Information. You acknowledge that when you access or use the Site, we may use automatic means (including, for example cookies and web beacons) to collect information about your mobile device and about your use of the Site, including the location of your mobile device. You may also be required to provide certain information about yourself as a condition to using certain features or functionality, and the Site may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with the Site is subject to our Privacy Policy. By accepting these Terms, you consent to the use of this information, subject to our compliance with our Privacy Policy.

Public Information. Any information you provide through our comments feature (if any) should be public and non-confidential.

Restrictions. Except as otherwise permitted under these Terms, you shall not (and shall not assist any third party to):

- Send spam or any other form of duplicative and unsolicited messages to any third party or other users using through the Site (provided that permitted marketing and promotional messages shall not be deemed spam);
- Harvest, collect, gather, or assemble information or data regarding other users of the Site without their consent;
- Transmit through or post on the Site unlawful, libelous, tortuous, infringing, defamatory, threatening, vulgar, or obscene material or material that may be harmful to minors;

- Knowingly transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs;
- Knowingly interfere with or disrupt the integrity or performance of the Site or the data contained therein or attempt to gain unauthorized access to the Site, computer systems or networks related to the Site;
- Decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or derive any source code (or underlying ideas, algorithms, structure, or organization) from the Site or from any other information by any means whatsoever;
- Distribute, disclose, or allow use of any of the Site in any format through any timesharing device, service bureau, network or by any other means, to or by any third party;
- Violate the use right provided pursuant to these Terms;
- Create Internet "links" to or from the Site, or "frame" or "mirror" any of our content which forms part of the Site; or
- Modify or create a derivative work of the Site or any portion thereof.

Access Limitations. You shall be solely responsible for providing, maintaining and ensuring compatibility with the Site access requirements, all hardware, software, electrical or other physical requirements for your use of the Site, including without limitation, telecommunications and Internet service provider access, connections, links, web browsers or other equipment, programs and services required to access the internet or to use the Site. You acknowledge and agree that from time to time the Site may be inaccessible or inoperable for any reason, including without limitation: (i) equipment malfunctions, (ii) periodic maintenance or repairs; or (iii) other causes beyond our control. Additionally, because the Site is accessed via the Internet or a mobile carrier, you may have connection issues due solely to your own Internet or telecommunications service provider or other technological access requirements. We are not responsible for any third-party access requirements (e.g. your ISP).

Our Obligations

Service. We agree to provide you access to the Site subject to these Terms. If necessary, we agree to provide you with a personal, non-transferable user account that enables you to access and use the Site.

Copies. You shall have no right to make or use copies of the Site. Your access to our documentation is solely for your use with the Site. Without our prior express, written consent, you may not rent, lease, lend, sell, sublicense, assign, publish, copy, reproduce, distribute, transfer, upload, post, transmit or otherwise make available, in whole or in part, the Site, or any content, features or functionality contained on or provided through the Site to any third party for any reason.

Third-party Service Providers. You acknowledge that we may contract with third party development, application and data hosting, wireless network services, payment processing, and other technology services providers to provide Site functionality (collectively "Third Party Providers"). We are responsible for ensuring that the Third-Party Providers abide by these Terms. We are solely responsible for monitoring and supervising all necessary work of the Third-Party Providers.

Links. We may include hyperlinks on the Site to other websites or resources operated by third parties, including advertisers. We have not reviewed all of the sites linked to the Site and we are not responsible for the content or accuracy of any off-site pages nor are we responsible for the availability of such external websites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, products or services available on such external

websites or resources. We advise you to review the privacy policies and terms of use for any such third-party websites or resources.

Limits on Our Obligations

Disclaimers. The information provided through the Site is believed to be accurate, but neither we nor our Third Party Providers, licensors, nor our suppliers warrant or guarantee such accuracy. As noted above, the information and functionality of the Site are subject to change without notice. The Site is provided on an “AS IS” and “AS AVAILABLE” basis at your own risk. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE NO OBLIGATION FOR ANY ERRORS OR ANY WARRANTY, EXPRESS OR IMPLIED OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SITE OR THE INFORMATION PROVIDED THROUGH THE SITE.

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Third-party Providers’ Disclaimer. You expressly understand and agree that you have no contractual relationship with any of the Third-Party Providers and that you are not a third-party beneficiary of any agreement between us and our Third-

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Limitations on Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR OUR THIRD PARTY PROVIDERS, LICENSORS, OR SUPPLIERS, BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, RESULTING FROM ANY LOSS OF USE, LITIGATION, OR ANY OTHER PECUNIARY LOSS, INCLUDING LOSS OF GOODWILL OR REPUTATION, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, LOSS OF DATA, LOSS OF BUSINESS, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE OR WITH THE PROVISION OF OR FAILURE TO MAKE AVAILABLE THE SITE OR INFORMATION PROVIDED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE AND AGREE THAT NEITHER WE NOR OUR THIRD-PARTY PROVIDERS ARE LIABLE FOR ANY PERSONAL INJURY, INCLUDING DEATH, CAUSED BY YOUR USE OR MISUSE OF OUR SITE OR THE SITE.

Claim Limit. Any claims arising in connection with your use of the site must be brought within one (1) year of the date of the event giving rise to such action occurred. Remedies under these Terms are exclusive and are limited to those expressly provided for in these Terms. If you are dissatisfied with the Site, your sole and exclusive remedy shall be for you to discontinue use of the Site.

Bargained For Basis. You acknowledge and agree that the limitations of liability set forth above are fundamental elements of these Terms and neither the information nor the Site would be provided to you absent such limitations of liability.

Miscellaneous Provisions

Your Responsibility. You understand that you are solely responsible for (and that we have no responsibility to you or to any third party for) any breach of your obligations under these Terms and for the consequences (including any loss or damage which we may suffer) of any such breach.

Compliance with Law. You agree that you will not use the Site for activities prohibited by state, federal, or your country's law or other applicable rules or regulations. You represent and warrant that: (i) you are not located in a country that is subject to U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; (ii) you are not listed on any U.S. Government list of prohibited or restricted parties; and (iii) you will not use the Site in violation of any export control regulations. We make no claims regarding the Site outside of the United States. If you access the Site from outside the United States, you do so at your own risk and are responsible for compliance with laws of your jurisdiction including, but not limited to, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, the Organization for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in

International Business Transactions. For the avoidance of doubt, any services provided on our Site are provided as a data processor and not as a data controller.

Agreement. These Terms constitute the entire agreement and understanding between you and us with respect to the subject matter hereof and supersede all prior agreements, understandings, inducements and conditions expressed or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. These Terms shall be binding upon and inure to the benefit of you and us, our successors, and assigns. These Terms and your user account may not be assigned with our express, prior written consent which may be withheld at our sole discretion. Notices under these Terms shall be in writing and shall be deemed given when: (i) delivered personally or by respected international carrier; (ii) three (3) business days after the date sent by certified mail, postage prepaid with return receipt requested. Notices to us shall be made through our website. We are headquartered in the State of North Dakota.

Governing Law.

- (i) If you are in the US, these Terms and the resolution of any dispute related to the terms of these Terms or the site shall be governed by and construed in accordance with the laws of the State of North Dakota, without giving effect to any principles of conflicts of law.
- (ii) If You are in the EU, these Terms and the resolution of any dispute related to these Terms or Our Site shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to these Terms. No "personal information" about data subjects who are located in the European Economic Area is anticipated to be shared under these Terms and the Parties agree to amend these Terms to include data protection provisions, such as the European Commission Standard

Contractual Clauses for the Transfer of Personal Data to Processors Established in Third Countries (2010/87/EU), to the extent necessary or reasonably appropriate to fulfill the Business Purpose of these Terms. Neither Party shall be liable for any failure to perform its obligations hereunder, where such failure results from any act of God or other cause beyond such Party's reasonable control, excluding labor disputes, provided such Party immediately notifies the other Party.

Arbitration; Collection; Venue.

- (i) If you are in the US, except as provided below, any controversy or claim arising out of or relating to these Terms will be settled by arbitration in North Dakota, at a time and location designated by the arbitrator. Arbitration will be conducted by the American Arbitration Association in accordance with its Rules of Commercial Arbitration, and judgment upon the award rendered by a single arbitrator may be entered in any court having jurisdiction thereof. The arbitrator will be selected from a panel of persons having experience with and knowledge of internet websites. Nothing herein contained will bar either party from seeking equitable remedies or any claims related to intellectual property infringement in a court of appropriate jurisdiction. The party successfully enforcing these Terms under arbitration or court action may be awarded costs and expenses of the arbitration or other action, including reasonable attorney's fees and costs. Any legal action related to these Terms, the information or the Site shall be brought in a state or federal court of competent jurisdiction sitting in North Dakota.
- (ii) If You are in the EU, except as provided below, any controversy or claim arising out of or relating to these Terms will be settled by arbitration in London, U.K. or Munich, Germany at Customer's election and the language of the proceedings shall be English. Arbitration will be conducted by the American Arbitration Association under the Rules of the of the

International Chamber of Commerce (“ICC”) which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one, appointed in accordance with the ICC Rules. Parties undertake as a general principle to keep confidential all awards in their arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain - save and to the extent that disclosure may be required of a Party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority. The deliberations of the arbitrator(s) is(are) likewise confidential to its members, save and to the extent that disclosure of an arbitrator's refusal to participate in the arbitration is required by the governing rules. The prevailing Party shall be awarded reasonable attorneys’ fees, together with any costs and expenses, to resolve the Dispute and to enforce a final judgment and, further, the non-prevailing Party will be solely responsible for fees and expenses of the ICC and the arbitrator, including any administrative fees.

No Waiver; Severability. Our failure to insist upon strict enforcement of any provision(s) of these Terms shall not be construed as a waiver of any provision or right. Should any provision of these Terms be held invalid or unenforceable, such invalidity will not invalidate the whole of these Terms, but rather that invalid provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of these Terms will remain in full force and effect.

Third Party Beneficiary. You acknowledge and agree that the Third Party Providers are third party beneficiaries of these Terms, and that upon your acceptance of the terms and conditions in these Terms, such Third Party Providers will have the right



(and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary hereof.

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