

## CaringCent Terms of Service

This CaringCent Terms of Service (this "**Agreement**") is agreed to between CaringCent ("**CaringCent**") and you, or, if you represent an entity or other organization, that entity or organization (in either case "**You**"). CaringCent offers an online platform for making and receiving donations (the "**Platform**"), which may be accessed through the website located at [www.caringcent.com](http://www.caringcent.com), or any other website operated by CaringCent (the "**Site**"). The Platform provides end users seeking to make a donation through a rounding solution ("**Donors**") with the ability to access information, data, and other content ("**Content**"); to identify charities and organizations ("**Organizations**," collectively with Donors, "**Users**"); and to transact with and make donations to Organizations through the Platform (collectively, the "**Services**").

PLEASE CAREFULLY READ THIS AGREEMENT. BY ACCESSING OR USING THE PLATFORM, CONTENT, OR SERVICES, OR BY CLICKING A BOX THAT STATES THAT YOU ACCEPT OR AGREE TO THIS AGREEMENT, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, OR DO NOT MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT, CARINGCENT IS NOT WILLING TO PROVIDE YOU WITH ACCESS TO OR USE OF THE PLATFORM, CONTENT, OR SERVICES AND YOU MUST NOT ACCESS OR USE THE PLATFORM, CONTENT, OR SERVICES. IF YOU ACCESS OR USE THE PLATFORM, CONTENT, OR SERVICES, YOU ACKNOWLEDGE THAT YOU MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT AND AGREE TO BE BOUND BY THIS AGREEMENT.

This Agreement includes the terms and conditions below and the current [Privacy Policy](#) (the "**Privacy Policy**") relating to the Platform. You are responsible for compliance with this Agreement (including this policy).

Unless You later enter into any other agreements with CaringCent regarding the Platform, Content, or Services, this Agreement is the complete and exclusive agreement between You and CaringCent regarding Your access to and use of the Platform, Content, and Services. This Agreement supersedes any prior agreement or proposal, oral or written, and any other communications between You and CaringCent relating to Your use of the Platform, Content, or Services as a User of the Platform.

- 1. DEFINITIONS.** Terms used in this Agreement have the definitions given in this Agreement or, if not defined in this Agreement, have their plain English meaning as commonly interpreted in the United States.
- 2. TERM.** This Agreement is entered into as of the earlier of the date You access or use the Site or the Platform, Content, or Services (the "**Effective Date**") and will continue until terminated as set forth herein.
- 3. MODIFICATIONS.** CaringCent reserves the right, at any time, to modify the Platform, Content, or Services, with or without notice to You, by making those modifications available on the Platform. CaringCent also reserves the right, at any time, to modify the terms of this Agreement. CaringCent will inform You of the presence of any changes to this Agreement by posting those changes on the Platform or by providing You with notice through the Platform. Any modifications will be effective immediately upon posting on the Platform or delivery of such notice through the Platform. You may terminate this Agreement as set forth below if You object to any such modifications. However, You will be deemed to have agreed to any and all modifications through Your continued use of the Platform, Content, or Services following such notice.
- 4. ELIGIBILITY.** The Platform, Content, and Services are intended for use by individuals 13 years of age and older. If You are a parent or guardian of a child under 13, then You may allow Your child to access the Platform, Content, or Services only under Your direct supervision. You will not allow Your child to access the Platform, Content, or Services other than under Your direct supervision and You will be solely responsible for all access to and use of the Platform, Content, or Services by Your child. If You are 13 or older but younger than 18, then You may access and use the Platform, Content, and Services

only if Your parent or guardian accepts this Agreement on Your behalf. If You are a parent or guardian agreeing to this Agreement for the benefit of a child age 13 or older but under 18, then You agree You will be solely responsible for all access to and use of the Platform, Content, or Services.

## 5. ACCOUNTS.

**5.1. Users.** You are permitted to access certain Content and Services without establishing a user account on the Platform (a "**User Account**"), provided that You have agreed to this Agreement. However, access to certain Content and Services requires that You establish a User Account on the Platform. Approval of Your request to establish a User Account will be at the sole discretion of CaringCent. Each User Account and the user identification and password for each User Account (the "**User Account ID**") is personal in nature. Each User Account is for Your personal use and each User Account ID may be used only by You alone. You may not distribute or transfer Your User Account or User Account ID or provide a third party with the right to access Your User Account or User Account ID. You are solely responsible for all use of the Platform, Content, and Services through Your User Account. You will ensure the security and confidentiality of Your User Account ID and will notify CaringCent immediately if Your User Account ID is lost, stolen, or otherwise compromised. You are fully responsible for all liabilities and damages incurred through the use of Your User Account or under Your User Account ID (whether lawful or unlawful) and any transactions completed through Your User Account or under Your User Account ID will be deemed to have been lawfully completed by You.

**5.2. Account Registration.** In connection with establishing a User Account, You will be asked to submit certain information about Yourself ("**Registration Information**"). You agree that: (a) all Registration Information You provide will be accurate, complete, and current; and (b) You will maintain and promptly update Your Registration Information to keep it accurate, complete, and current. You may not: (i) use or input Registration Information of another person with the intent to impersonate that person; and (ii) use or input Registration Information that CaringCent, in its sole discretion, deems offensive.

**6. YOUR CONTENT.** You are solely responsible for all data, information, and other content (such as text, audio, video, photographs, illustrations, graphics, testimonials, and other media), including your User Account ID and Registration Information, that You provide or generate through Your access and use of the Platform, Content, or Services (collectively, "**Your Content**"). As between You and CaringCent, You retain ownership of Your Content. However, subject to any limitations included in the Privacy Policy, You grant CaringCent and its service providers a nonexclusive, royalty-free (unless otherwise agreed), perpetual, irrevocable, and fully sublicensable (including, without limitation, to Users and other third parties) right to use, copy, store, reproduce, modify, display, adapt, publish, translate, create derivative works from, distribute, and display ("**Use**") Your Content for purposes of providing the Services to You and for use in making enhancements and improvements to the Platform. You represent and warrant that none of Your Content or the Use of Your Content by CaringCent: (a) violates this Agreement, the Privacy Policy, or any requirements under applicable laws, rules, and regulations ("**Laws**"); (b) is libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy; (c) constitutes an infringement, misappropriation, or violation of the IPR or other rights of any third party; (d) is illegal in any way or advocates illegal activity; (e) is an advertisement or solicitation of goods or services (unless You have entered into a separate advertiser agreement with CaringCent); (f) is false, misleading or inaccurate; or (g) is or could be considered junk mail, spam, a part of a pyramid scheme, a disruptive commercial message or disruptive advertisement. CaringCent is not responsible or liable for any deletion, correction, destruction, damage, loss or failure to store, restore or back-up any of Your Content. You agree that You have all right, title, interest and consent in Your Content necessary to allow CaringCent and its service providers to Use Your Content as set forth in the rights and licenses You grant to CaringCent under this Agreement.

## 7. ACCESS.

**7.1. To the Platform.** Subject to Your compliance with this Agreement, CaringCent will permit You to access and use the Platform, Content, and Services solely for lawful purposes and only in accordance with the terms of this Agreement and any other agreement You agree to with CaringCent

before being given access to any specific aspects of the Platform. Any additional agreement is in addition to this Agreement and will govern Your use of the portions of the Platform to which the additional agreement applies in the event of a conflict between the terms of this Agreement and the additional agreement.

**7.2. To Other Users.** The Platform may allow You to link, connect, or otherwise communicate with other Users through the Platform. By linking, connecting, or communicating with other Users, You are agreeing to allow those Users to communicate directly with You through the Platform. You agree that You are solely responsible for all communications between You and any other User through the Platform. Your extension or acceptance of a link, connection, or other communication with another User will serve as Your affirmative "opt in" to the disclosure of any of Your Content or other data or information (which may include Your personal information) that You provide to that other User.

**7.3. To Content.** Unless otherwise noted on the Platform, all Content available through the Platform, including all text, audio, video, photographs, illustrations, graphics, testimonials, and other media, is owned by CaringCent, the Users providing User Content, or CaringCent's other third party providers. You represent and warrant that You will comply with the Privacy Policy as to all Content available through the Platform. All Content is provided for informational purposes only and You are solely responsible for verifying the accuracy, completeness, and applicability of all Content and for Your use of any Content. Subject to Your compliance with this Agreement, You may access the Content solely for Your own personal and noncommercial purposes in connection with Your own use of the Platform and Services. CaringCent has not verified the accuracy of, and will not be responsible for any errors or omissions in any Content. Each User is solely responsible for any and all of its User Content. Because CaringCent does not control User Content, You acknowledge and agree that CaringCent is not responsible for any User Content. CaringCent makes no guarantees regarding the accuracy, currency, suitability, or quality of any User Content, and CaringCent assumes no responsibility for any User Content. Your interactions and transactions with other CaringCent Users are solely between You and such User. You agree that CaringCent will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between You and any other User, CaringCent is under no obligation to become involved. Without limiting the foregoing, CaringCent will not be held liable to You or any other third party for any Content (including Your User Content) under a Federal Law called the Communications Decency Act or CDA, 47 U.S.C. § 230. Except as set forth in this Agreement, You are granted no licenses or other rights in or to any Content, or any IPR therein or related thereto. If You would like to use any Content in a manner not permitted by this Agreement, please contact CaringCent.

**7.4. To Third-Party Services.** The Platform may provide You with the choice to access certain Services developed, provided, or maintained by other third-party service providers ("**Third Party Services**"). In addition to the terms of this Agreement, Your access to and use of any Third Party Services is also subject to any other agreement You may agree to before being given access to the Third Party Services (each, a "**Third Party Service Agreement**"). The terms of any Third Party Service Agreement (which may include payment of additional fees) will apply to the applicable Third Party Services provided under that Third Party Service Agreement in addition to the terms of this Agreement, but will not apply to any other Services You may access through CaringCent. Except as set forth in this Agreement, the terms of any Third Party Service Agreement will control in the event of a conflict between the terms of this Agreement and that Third Party Service Agreement. Among the various Third Party Services that CaringCent utilizes, CaringCent works with [Plaid](#) to provide various Services to You. By accessing or using the Platform, Content, or Services, You expressly grant Plaid the right, power, and authority to access and transmit Your Content as reasonably necessary to provide the Services to You.

## **8. DONATIONS.**

**8.1. Organizations.** Not all Organizations that a Donor may donate to through the Platform are charities to which You can make tax-deductible charitable contributions. Any donation you make to an Organization through the Platform may be processed by a service provider selected by CaringCent (see below) as described in this Agreement. You understand and acknowledge that CaringCent is not a charity. If You represent a charity eligible for tax-free contributions and would like to register to be listed

as a charitable organization on the Platform, please contact us and we can help facilitate that process. As used in this Agreement, the term "Organization" does not refer to a charity, and you acknowledge that contributions to an Organization is not deductible for U.S. federal income tax purposes as charitable contributions unless otherwise indicated for a specific Organization on the Platform. Donors understand and agree that CaringCent does not verify whether any beneficiary Organization advertised as a non-profit actually has tax-exempt status by the U.S. Internal Revenue Service or any state agency. CaringCent encourages You to double-check on the tax-exempt status of any Organization claiming to be a non-profit before donating to an Organization.

**8.2. Making Donations.** In order to contribute to an Organization, a Donor will be required to provide CaringCent payment card information (credit card or debit card), mobile services account, bank transfer mechanism or ACH, or other payment method. All Donors represent and warrant to CaringCent that such payment card information is true and that You are authorized to use the payment instrument. You agree that all donation payments are final and cannot be refunded under any circumstances. CaringCent does not warrant that donations will be used for any particular purpose and is not responsible for any misuse of the donations by the beneficiary Organization. By using the Platform, You understand and agree that CaringCent shall not be responsible for any losses or damages incurred as a result of the donations that You choose to make through the Platform. In the event of a dispute between Users (including but not limited to fundraisers, donors, beneficiaries, and third parties), You agree that CaringCent shall have no responsibility to You or to resolve any such dispute.

**8.3. Fees.** CaringCent does not charge any Donor any upfront fees for registering a User Account on the Platform, and Organizations have a choice of programs that they can subscribe to based on the services they require. CaringCent retains a portion of each donation contributed to an Organization based on the Service Fee FAQ (<http://www.caringcent.com/servicefeefaq>) ("**Service Fee**"). Donors acknowledge that by making a donation to an Organization, Donor is agreeing to pay a Service Fee, in addition to any other terms relating to such transaction under this Agreement.

**8.4. Third Party Accounts.** CaringCent uses a third party service provider, Yodlee, to facilitate donations you make through the Platform. By accessing and using the Platform, You authorize CaringCent and its service providers to access third party sites designated by You, on your behalf, to retrieve information requested by You, and to register for accounts requested by You. For all purposes hereof, you hereby grant CaringCent and its service providers a limited power of attorney, and you hereby appoint CaringCent and its service providers as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for You and in Your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use Your Content, all as described in this Agreement, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN CARINGCENT OR ITS SERVICE PROVIDER ACCESSES AND RETRIEVES INFORMATION FROM THIRD PARTY SITES, CARINGCENT AND ITS SERVICE PROVIDERS ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF A THIRD PARTY. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency, and power of attorney granted by You. You understand and agree that the Platform is not endorsed or sponsored by any third party account providers accessible through the Platform.

**9. TERMINATION.** This Agreement may be terminated by either party at any time, in that party's sole discretion, upon notice to the other party as permitted under this Agreement. Upon termination or expiration of this Agreement for any reason: (a) all rights and licenses granted to You under this Agreement will terminate; (b) You will immediately cease all use of and access to the Platform and all Content and Services (including, without limitation, all Content You obtained prior to termination or expiration); and (c) CaringCent may, in its sole discretion, delete Your User Account and any of Your Content held by CaringCent. Sections 1 (Definitions); 6 (Your Content); 8 (Donations); 11 (Platform Technology); 12 (Ownership); 13 (Representations and Warranties); 14 (Indemnity); 15 (Limitation on Liability); 16 (Data Privacy); 18 (Disputes); 19 (Governing Law and Venue); 20 (Notices); 21 (Linked Sites); and 22 (Additional Terms) will survive any expiration or termination of this Agreement.

**10. SUSPENSION.** Without limiting CaringCent's right to terminate this Agreement, CaringCent may also suspend Your access to Your User Account and the Platform or any Content or Services (including Your Content), with or without notice to You, upon any actual, threatened or suspected breach of this Agreement or applicable Law or upon any other conduct deemed by CaringCent, in its sole discretion, to be inappropriate or detrimental to the Platform, Services, CaringCent, or any other User or third party. For example, we may temporarily "suspend" a User if his or her monthly credit card charge is denied for a certain period of months in a row, or if his or her User Account seems inactive for 3 continuous months.

**11. PLATFORM TECHNOLOGY.** The Platform, and the databases, software, hardware and other technology used by or on behalf of CaringCent to operate the Platform, and the structure, organization, and underlying data, information and software code thereof (collectively, the "**Technology**"), constitute valuable trade secrets of CaringCent. You will not, and will not permit any third party to: (a) access or attempt to access the Technology except as expressly provided in this Agreement; (b) use the Technology in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Technology; (c) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter the Technology; (d) harvest, collect, gather, or assemble information or data regarding other Users, including e-mail addresses, without their consent; (e) alter, modify, reproduce, create derivative works of the Technology; (e) alter, obscure or remove any copyright, trademark, or any other notices that are provided on or in connection with the Technology; (f) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any of Your rights to access or use the Technology, or otherwise make the Technology available to any third party; (g) reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Technology; (h) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Technology; (i) interfere with the operation or hosting of the Technology; or (j) introduce software or automated agents or scripts to the Technology so as to produce multiple accounts, generate automated searches, requests and queries, or to strip, scrape, deep link, or mine Content from the Technology (except that CaringCent grants the operators of public search engines revocable permission to use spiders to copy materials 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).

**12. OWNERSHIP.** CaringCent retains all right, title, and interest, including, without limitation, all intellectual property rights, proprietary rights, rights of publicity, rights of privacy, and any and all other legal rights protecting data, information, or intangible property throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases, and contract rights ("**IPR**"), in and to the Technology and any additions, improvements, updates and modifications thereto. You receive no ownership interest in or to the Technology and You are not granted any right or license to use the Technology itself, apart from Your ability to access the Platform, Content, and Services under this Agreement. The CaringCent name, logo, and all product and service names associated with the Platform, Content, and Services are trademarks of CaringCent and its licensors and third party providers and You are granted no right or license to use them.

**13. REPRESENTATIONS AND WARRANTIES.**

**13.1. Mutual.** Each party hereby represents and warrants to the other party that: (a) it has the legal right and authority to enter into this Agreement; (b) this Agreement forms a binding legal obligation on behalf of such party; and (c) it has the legal right and authority to perform its obligations under this Agreement and to grant the rights and licenses described in this Agreement.

**13.2. Compliance with Laws.** You acknowledge that the Platform is a general purpose online service and is not specifically designed to facilitate compliance with any specific Law. You acknowledge that You will access and use the Platform in compliance with all Laws applicable to You, Your Content and any other Content You may access through the Platform. CaringCent is not responsible for notifying You of any such Law, enabling Your compliance with any such Law, or for Your failure to comply. You represent and warrant to CaringCent that Your Content and Your use of and access to the Platform,

including any Content or Services, will comply with all applicable Laws and will not cause CaringCent itself or any other User or third party to violate any applicable Laws.

**13.3. No Warranties; Disclaimer.** THE PLATFORM, CONTENT, AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." CARINGCENT AND ITS SERVICE PROVIDERS DO NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, OR ADEQUACY OF THE PLATFORM OR ANY CONTENT OR SERVICES AND DO NOT ENDORSE THE VIEWS OR OPINIONS THAT MAY BE EXPRESSED IN THE CONTENT OR OTHER DATA, INFORMATION, OR USER CONTENT THAT MAY BE PROVIDED THROUGH THE PLATFORM. CARINGCENT AND ITS SERVICE PROVIDERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE PLATFORM, CONTENT, SERVICES AND OTHER SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CARINGCENT, ITS EMPLOYEES, OR SERVICE PROVIDERS WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW WARRANTIES IN ADDITION TO, THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 13.

CARINGCENT AND ITS SERVICE PROVIDERS MAKE NO WARRANTY THAT (a) THE PLATFORM WILL MEET YOUR REQUIREMENTS, (b) THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY CONTENT OR SERVICES PURCHASED OR OBTAINED BY YOU THROUGH THE PLATFORM WILL MEET YOUR EXPECTATIONS, OR (d) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY CONTENT OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PLATFORM IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

**14. INDEMNITY.** You hereby agree to indemnify, defend, and hold harmless CaringCent and its officers, directors, shareholders, affiliates, employees, agents, service providers, contractors, assigns, users, customers, providers, licensees, and successors in interest ("**Indemnified Parties**") from any and all claims, losses, liabilities, damages, fees, expenses and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that result from any claim or allegation ("**Claim**") against any Indemnified Party arising in any manner from: (a) Your access to or use of the Platform, or any Content or Services; (b) Your Content or any access to or use thereof; (c) Your collection, use, and disclosure of any User Content, (d) Your violation of applicable Laws; and (e) Your breach of any representation, warranty, or other provision of this Agreement. CaringCent will use reasonable efforts to provide You with notice of any such claim or allegation, and CaringCent will have the right to participate in the defense of any such claim at its expense.

**15. LIMITATION ON LIABILITY.** CARINGCENT AND ITS SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN CONNECTION WITH OR OUT OF THE USE OF THE PLATFORM, CONTENT, OR SERVICES, EVEN IF CARINGCENT OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF YOUR CONTENT, OPPORTUNITY, REVENUES, PROFITS OR REPUTATION, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE CONTENT, GOODS OR SERVICES. CARINGCENT'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND ALL CONTENT AND SERVICES PROVIDED UNDER THIS AGREEMENT OR THROUGH THE PLATFORM, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED \$10. YOU AGREE THAT CARINGCENT WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL

DAMAGES IS NOT PERMITTED, CARINGCENT'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**16. DATA PRIVACY.** You expressly consent to the use and disclosure of Your personal information and other data and information as described in the Privacy Policy. Notwithstanding anything in the Privacy Policy, CaringCent will have the right to collect, extract, compile, synthesize, and analyze non-personal information (data or information that does not identify an entity or natural person as the source thereof) resulting from Your access to and use of the Platform, Services, or Content. To the extent any such non-personal information is collected or generated by CaringCent, the data and information will be solely owned by CaringCent and may be used by CaringCent, or its permitted service providers, for any lawful business purpose without a duty of accounting to You, provided that the data and information is used only in an aggregated form, without directly identifying You or any other entity or natural person as the source thereof.

**17. CLAIMS OF INFRINGEMENT.** CaringCent respects Your copyrights and other intellectual property rights and those of other third parties. If You believe in good faith that Your copyrighted work has been reproduced on the Platform without Your authorization in a way that constitutes copyright infringement, You may notify our designated copyright agent by mail to:

CaringCent  
Attn: CaringCent Copyright Agent  
5308 Cortaderia Place, NE  
Albuquerque, NM 87111  
Info@caringcent.com

Please provide the following information to CaringCent's Copyright Agent: (a) the identity of the infringed work, and of the allegedly infringing work; (b) Your name, address, daytime phone number, and email address, if available; (c) a statement that You have a good-faith belief that the use of the copyrighted work is not authorized by the owner, his or her agent, or the law; (d) a statement that the information in the notification is accurate and, under penalty of perjury, that You are authorized to act on behalf of the owner; and (e) Your electronic or physical signature. CaringCent will take whatever action, in its sole discretion, it deems appropriate, including the removing the allegedly infringing work from the Platform.

**18. DISPUTES.** Except as otherwise provided below, the parties will attempt to resolve all disputes, controversies, or claims arising under, out of, or relating to this Agreement, including the formation, validity, binding effect, interpretation, performance, breach or termination, of this Agreement and the arbitrability of the issues submitted to arbitration hereunder and non-contractual claims relating to this Agreement (each, a "**Dispute**"), in accordance with the procedures set forth in this Section. If any Dispute cannot be resolved through negotiations between the parties within 5 days of notice from one party to the other of the Dispute, such Dispute will be finally settled through binding arbitration under the arbitration of the American Arbitration Association ("**AAA**") then in effect (the "**Rules**"). Either party may commence the arbitration by delivering a request for arbitration as specified in the Rules. The arbitration will be conducted before a sole neutral arbitrator selected by agreement of the parties. If the parties cannot agree on the appointment of a single arbitrator within 30 days (the "**Initial Period**") after either party to this Agreement delivers a request for arbitration, a neutral arbitrator will be selected as provided in the Rules. The arbitration will be conducted exclusively in the English language at a site specified by CaringCent in the State of Colorado, U.S.A. The award of the arbitrator will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. The award of the arbitrators will require payment of the costs, fees, and expenses incurred by the prevailing party in any such arbitration by the non-prevailing party. Judgment upon the award may be entered in any court or governmental body having jurisdiction thereof. Any additional costs, fees, or expenses incurred in enforcing the award may be charged against the party that resists its enforcement.

**19. GOVERNING LAW AND VENUE.** The interpretation of the rights and obligations of the parties under this Agreement, including, to the extent applicable, any negotiations, arbitrations or other proceedings hereunder, will be governed in all respects exclusively by the laws of the State of Colorado,

U.S.A., as such laws apply to contracts between residents of Colorado without regard to conflict of laws provisions thereof. Subject to Section 18 (Disputes), each party will bring any action or proceeding arising from or relating to this Agreement exclusively in a federal or state court in the State of Colorado, U.S.A., and You irrevocably submit to the personal jurisdiction and venue of any such courts in any such action or proceeding brought in such courts by CaringCent.

**20. NOTICES.** Unless otherwise specified in this Agreement, any notices required or allowed under this Agreement will be provided to CaringCent by postal mail to the address for CaringCent listed on the Platform. CaringCent may provide You with any notices required or allowed under this Agreement by sending You an email to any email address You provide to CaringCent in connection with Your User Account, provided that in the case of any notice applicable both to You and other Users of the Platform, CaringCent may instead provide such notice by posting on the Platform. Notices provided to CaringCent will be deemed given when actually received by CaringCent. Notice provided to You will be deemed given 24 hours after posting to the Platform or sending via e-mail, unless (as to e-mail) the sending party is notified that the e-mail address is invalid.

**21. LINKED SITES.** The Platform, Content, or Services may contain links to third-party sites or content that are not under the control of CaringCent. If You access a third-party site or content from the Platform or Services, then You do so at Your own risk and CaringCent is not responsible for any content on any linked site. You may establish a link to the Site, provided that the link does not state or imply any sponsorship or endorsement of Your site by CaringCent or any group or individual affiliated with CaringCent. You may not use on Your site any Content or marks appearing on the Site or Platform in establishing the link. You may not frame or otherwise incorporate into another site the content or other materials on the Platform without prior written consent.

**22. ADDITIONAL TERMS.** Unless otherwise amended as provided herein, this Agreement will exclusively govern Your access to and use of the Platform, Content, and Services, and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties, regarding Your access to and use of the Platform, Content, and Services. Except as expressly set forth in this Agreement, this Agreement may be amended or modified only by a writing signed by both parties. All waivers by CaringCent under this Agreement must be in writing or later acknowledged by CaringCent in writing. Any waiver or failure by CaringCent to enforce any provision of this Agreement on one occasion will not be deemed a waiver by CaringCent of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be unenforceable, that provision will be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the law, and the remaining provisions will remain in full force. The prevailing party in any lawsuit or proceeding arising from or related to this Agreement will be entitled to receive its costs, expert witness fees and reasonable attorneys' fees, including costs and fees on appeal. You agree that each of CaringCent's service providers shall be considered a third party beneficiary of the above provisions, with all rights to enforce such provisions as if a service provider were a party to this Agreement. Neither this Agreement nor any rights or obligations of You hereunder may be assigned or transferred by You (in whole or in part and including by sale, merger, consolidation, or other operation of law) without the prior written approval of CaringCent. Any assignment in violation of the foregoing will be null and void. CaringCent may assign this Agreement to any party that assumes CaringCent's obligations hereunder. The parties hereto are independent parties, not agents, employees or employers of the other or joint venturers, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other. Any reference herein to "including" will mean "including, without limitation." Upon request from CaringCent, You agree to provide CaringCent with such documentation or records with respect to Your activities under this Agreement as may be reasonably requested for CaringCent to verify Your compliance with the terms of this Agreement and all applicable Laws.