

TERMS OF USE

INTRODUCTION

LEGACY EDUCATION AFFORDABILITY FUND (“we,” “us”, or “our”) provides financial assistance through the Ohio Donation Tax Credit, to families with children enrolled at Legacy Christian Academy, Xenia, OH.

OUR MISSION

Our mission is to make the education provided by Legacy Christian Academy an affordable option for the families who are a good culture fit and desire it for their children.

ACCEPTANCE OF TERMS

These Terms of Use govern your access to and use of our services, ensuring a safe, respectful, and supportive environment for our community and constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and us concerning your access to and use of the www.sgoleaf.com website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”).

You agree that by accessing the Site, you have read, understood, and agree to be bound by all these Terms of Use. If you do not agree with all these Terms of Use, then you are expressly prohibited from using the Site and you must discontinue use immediately.

SUPPLEMENTAL TERMS

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason.

MODIFICATION AND UPDATES

We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

GEOGRAPHIC RESTRICTIONS

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

USER ELIGIBILITY

The Site is intended for users who are at least 13 years of age. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or legal guardian to use the Site. If you are a minor, you must have your parent or guardian read and agree to these Terms of Use prior to you using the Site.

INTELLECTUAL PROPERTY RIGHTS

Ownership of Content and Marks

Unless otherwise indicated, the Site, including all its content and intellectual property, is the proprietary property of LEGACY EDUCATION AFFORDABILITY FUND. This includes, but is not limited to:

- (1) All source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”), and
- (2) All trademarks, service marks, and logos appearing on the Site (collectively, the “Marks”).

Protection of Rights

The Content and Marks are either owned by us, licensed to us, or otherwise lawfully controlled by us and are protected by United States copyright, trademark laws, and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions.

Permitted and Prohibited Use

The Content and the Marks are provided on the Site “as is” for your personal, non-commercial informational purposes only. Provided you are eligible to use the Site, we grant you a limited, non-exclusive, non-transferable, and revocable license to:

- (1) Access and use the Site, and
- (2) Download or print a copy of any portion of the Content to which you have properly gained access, solely for person, non-commercial use.

Except as expressly provided in these Terms of Use, you may not:

- (3) Copy, reproduce, aggregate, republish, upload, post, publicly display, encode, translate, transmit, distribute, sell, license, or otherwise exploit any part of the Site, the Content, or the Marks for any commercial purpose;
- (4) Modify, reverse-engineer, disassemble, or create derivative works based on the Site or its Content; and
- (5) Use automated tools, bots, scraping, or similar technologies to access or collect data from the Site, commercial purposes whatsoever, without our express prior written permission.

Any unauthorized use of the Site, or the Marks constitutes a breach of these Terms of Use and may violate applicable copyright, trademark, and other intellectual property laws. We reserve all rights in and to the Site, the Content, and the Marks not expressly granted to you.

USER REPRESENTATIONS

By accessing and using the Site, you represent, warrant, and agree that:

- (1) **Accurate Information:** All registration information you submit will be true, accurate, current, and complete.
- (2) **Ongoing Accuracy:** You will maintain the accuracy of such information and promptly update such registration information as necessary.

- (3) **Legal Capacity:** You have the legal capacity, and you agree to comply with these Terms of Use.
- (4) **Minimum Age:** You are not under the age of 13.
- (5) **Parental/Legal Guardian Permission (if applicable):** You are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Site;
- (6) **Human Access Only:** You will not access the Site through automated or non-human means, whether through a bot, script or otherwise;
- (7) **Lawful Use:** You will not use the Site for any illegal or unauthorized purpose;
- (8) **Compliance:** Your use of the Site will not violate any applicable law or regulation.

If you provide any information that is false, inaccurate, outdated, or incomplete, we have the right to suspend or terminate your account and deny any current or future access to the Site (or any portion thereof).

PRODUCTS

We make every effort to display as accurately as possible the colors, features, specifications, and details of the products available on the Site. However, we do not guarantee that such information will always be accurate, complete, reliable, current, or error-free. Please note that variations may occur due to:

- (1) Differences in electronic displays or monitor settings, which may not accurately reflect the actual colors, features, specifications, and details of the products.
- (2) Technical errors or inadvertent inaccuracies in product descriptions or imagery.

We reserve the right to modify or discontinue any products at any time, for any reason, without prior notice as well as adjust prices for products as necessary, with or without notice. Further, by using the Site, you acknowledge that product availability, descriptions, and pricing are subject to change, and we shall not be held liable for any such changes or discrepancies.

PURCHASES AND PAYMENT

You agree to provide **current, complete, and accurate purchase and account information** for all transactions made through the Site. This includes ensuring that your account details – such as your email address, payment method, and payment card expiration date – are promptly updated to allow us to complete your transactions and communicate with you as necessary.

Pricing and Payments

- (1) All prices are subject to change at any time at our sole discretion.
- (2) All payments must be made in U.S. dollars.
- (3) Sales tax applied to purchases as required by applicable laws and regulations.
- (4) You agree to pay all charges at the prices in effect at the time of your purchase, including applicable shipping fees and duties. You authorize us to charge your selected payment method for the total amount due when you place an order.

Recurring Charges

If your order is subject to recurring charges (such as subscriptions), then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until such time as you cancel the applicable order.

Pricing Errors and Corrections

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. In such cases, we will promptly notify you of the error and provide options for resolution.

Order Limitations and Refusals

We reserve the right to refuse any order placed through the Site. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

Refund Policy

All sales are final, and no refund(s) will be issued.

PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you expressly agree not to:

- (1) Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
- (2) Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses;
- (3) Use a buying agent or purchasing agent to make purchases on the Site;
- (4) Use the Site to advertise or offer to sell goods and services;
- (5) Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein;
- (6) Engage in unauthorized framing of or linking to the Site;
- (7) Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
- (8) Make improper use of our support services or submit false reports of abuse or misconduct.
- (9) Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;
- (10) Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site;
- (11) Attempt to impersonate another user or person or use the username of another user.
- (12) Sell or otherwise transfer your profile;
- (13) Use any information obtained from the Site to harass, abuse, or harm another person;
- (14) Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.
- (15) Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site;

- (16) Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site;
- (17) Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you;
- (18) Delete the copyright or other proprietary rights notice from any Content;
- (19) Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code;
- (20) Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site;
- (21) Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms");
- (22) Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software;
- (23) Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site; and
- (24) Use the Site in a manner inconsistent with any applicable laws or regulations.

USER-GENERATED CONTRIBUTIONS

The Site may allow you to create, submit, post, display, or transmit content, including text, images, videos, comments, or other materials ("Contributions"), which may be viewable by other users or third-party websites. By making Contributions, you represent and warrant that:

- (1) You own or have the necessary rights, licenses, and permissions to use and authorize others to use your Contributions;
- (2) Your Contributions do not infringe on third-party rights (e.g., copyright, trademark, privacy, or moral rights);
- (3) Your Contributions are not false, misleading, or in violation of any law, regulation, or rule;
- (4) Your Contributions do not contain unauthorized advertising, spam, or solicitations;
- (5) Your Contributions are not obscene, defamatory, harassing, violent, or otherwise objectionable as determined by us;
- (6) Your Contributions do not exploit or harm minors or violate laws protecting minors; and
- (7) Your Contributions do not include offensive or discriminatory content based on race, gender, national origin, or other protected characteristics.

We reserve the right to remove, restrict, or suspend access to any Contributions that violate these Terms of Use. Contributions are considered non-confidential and non-proprietary.

Contributions License

By posting your Contributions to any part of the Site, you automatically grant us a worldwide, unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid license to:

- (1) Host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt, and create

derivative works of your Contributions, in whole or in part, for any purpose (including commercial, advertising, or promotional purposes).

- (2) Use your name, company name, franchise name, trademarks, logos, and any personal or commercial images included in your Contributions.

This license applies to any media, format, or technology, now known or hereafter developed, and includes the right to sublicense these rights to others. You waive all moral rights in your Contributions, and warrant that no moral rights have been asserted.

While you retain full ownership of your Contributions, including any intellectual property rights or other proprietary rights, you acknowledge that we do not claim ownership over them. You are solely liable for your Contributions and agree to release us from any liability or legal action arising from them.

We have the right, in our sole and absolute discretion, to:

- (1) Edit, redact, or otherwise change any Contributions;
- (2) Re-categorize Contributions to improve organization on the Site; and
- (3) Pre-screen or delete any Contributions at any time, for any reason, without notice. We have no obligation to monitor your Contributions.

MOBILE ACCESS LICENSE

If you access the Site through a mobile phone or other wireless device (e.g., iPad, tablet, etc.), we grant you a revocable, non-exclusive, non-transferable, limited license to access and use the Site on such devices. This license permits you to access the Site and use the Site on such devices. This license permits you to access the Site in strict accordance with these Terms of Use and does not grant you ownership or rights beyond the intended use.

SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

THIRD-PARTY WEBSITES AND CONTENT

Links to Third Party Websites

The Site may contain (or you may be sent via the Site) links to third-party websites ("Third-Party Websites") as well as content, such as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content").

No Monitoring Responsibility

We do not monitor, investigate, or verify the accuracy, appropriateness, or completeness of Third-Party Websites or Third-Party Content. We are not responsible or liable for:

- (1) The content, accuracy, opinions, privacy practices, or other policies of Third-Party Websites or Third-Party Content;
- (2) Any harm, losses, or damages caused by your use of Third-Party Websites or Third-Party Content; or
- (3) Any purchases or interactions made through Third-Party Websites, which are solely between you and the third-party.

No Endorsement

The inclusion of links to or content from Third-Party Websites or Third-Party Content does not imply our approval or endorsement. If you choose to leave the Site and access the Third-Party Websites or use Third-Party Content, you do so at your own risk. These Terms of Use no longer govern once you leave our Site.

Review Third-Party Terms

We encourage you to review the terms, conditions, and privacy policies of any Third-Party Website you visit or content you interact with. You agree to hold us harmless from any claims, losses, or harm resulting from:

- (1) Your access to or use of Third-Party Websites or Third-Party Content, or
- (2) Any purchase or transaction made through a Third-Party Website.

ADVERTISERS

We may allow advertisers to display advertisements and related content in designated areas of the Site, such as sidebars or banners. If you are an advertiser, you agree to the following:

- (1) You shall take full responsibility for any and all advertisements you place on the Site, including any claims, services, or products promoted or sold through those advertisements.
- (2) You warrant and represent that you possess all rights and authority to place advertisements on the Site, including, but not limited to, intellectual property rights, publicity rights, and any applicable contractual rights.
- (3) Your advertisements are subject to our Digital Millennium Copyright Act (“DMCA”) Notice and Policy provisions. You acknowledge and agree that no refunds or other compensation will be provided for advertisements removed due to DMCA takedown notices or related issues.
- (4) You acknowledge and agree that our role is solely to provide advertising space on the Site. We do not endorse or have any further relationship with advertisers, and we are not liable for any claims or disputes arising from advertisements or related transactions.

SITE MANAGEMENT

We reserve the right, but not the obligation, to:

- (1) Monitor the Site for violations of these Terms of Use;
- (2) Take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities;
- (3) In our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;

- (4) In our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and
- (5) Otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

NOTIFICATION OF COPYRIGHT INFRINGEMENT

Respect for Intellectual Property Rights

We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify us using the contact information provided on the Site ("Notification").

Responsibility for False Claims

A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Site infringes your copyright, you should consider first contacting an attorney.

DMCA Notification Requirements

All Notifications should meet the requirements of DMCA 17 U.S.C. § 512(c)(3) and include the following information:

- (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Site are covered by the Notification, a representative list of such works on the Site;
- (3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- (4) Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted;
- (5) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (6) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed upon.

TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION, AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE

YOUR USE OR PARTICIPATION IN THE SITE OR DELETE [YOUR ACCOUNT AND] ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are strictly prohibited from registering and creating a new account under your name, a false name, a borrowed name, or the name of any third party, even if acting on behalf of that third party.

In addition to account termination or suspension, we reserve the right to pursue appropriate legal action, including but not limited to, civil, criminal, and injunctive remedies, as deemed necessary.

MODIFICATIONS AND INTERRUPTIONS

Right to Modify or Remove Content

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. We have no obligation to update any information on our Site.

Suspension or Discontinuation of Services

We also reserve the right to modify, suspend, or discontinue all or part of the Site, including its features or services, without prior notice.

No Liability for Changes or Interruptions

We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

Availability and Technical Issues

We do not guarantee that the Site will always be available or uninterrupted. From time to time, we may experience technical issues, such as hardware or software problems, maintenance, or other delays that may result in errors, interruptions, or downtime.

User Agreement Regarding Interruptions:

You agree that:

- (1) We will not be liable to you or any third party for any loss, damage, or inconvenience arising from your inability to access or use the Site during any such periods.
- (2) We are under no obligation to maintain, support, update, or provide corrections or new release for the Site.

CORRECTIONS

The Site may contain typographical errors, inaccuracies, or omissions, including in descriptions, pricing, availability, and various other information. We reserve the right to correct these errors, and update the Site's information any time without prior notice.

DISCLAIMER

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT

LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THIS SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE LESSER OF THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE 12 MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING OR \$10,000. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Site; (3) breach of these Terms of Use; (4) any breach of your representations and warranties set forth in these Terms of Use; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Site with whom you connected via the Site.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which are subject to this indemnification upon becoming aware of it.

DISPUTE RESOLUTION AND ARBITRATION

Any dispute, claim, or controversy arising out of or relating to these Terms of Use, or your use of the Site (“Disputes”) shall be resolved through binding arbitration administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules. The arbitration shall take place in Greene County, Ohio, and be governed by the laws of the State of Ohio, without regard to conflict of law principles.

You agree that arbitration will be conducted on an individual basis only, and you waive the right to participate in any class, collective, or consolidated action. Notwithstanding the foregoing, either party may seek injunctive relief in a court of competent jurisdiction for claims involving intellectual property rights or bring a claim in small claims court in Greene County, Ohio.

If any part of this arbitration provision is found unenforceable, the remainder shall remain in full force and effect.

USER DATA

We may store and manage certain data that you transmit to the Site to support its performance and functionality, as well as data related to your use of the Site. While we conduct regular backups of the Site and its data, you are solely responsible for maintaining copies of any data you transmit, or any data associated with your activities on the Site.

You acknowledge and agree that we shall have no liability to you for any loss, destruction, or corruption of any such data, and you hereby waive any claims or legal actions against us arising from such loss, destruction, or corruption of such data, regardless of cause.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email, and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US, OR VIA THE SITE.

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

MISCELLANEOUS

Entire Agreement

These Terms of Use, along with any policies or operating rules posted by us on the Site or in connection with the Site, constitute the entire agreement and understanding between you and us, superseding any prior agreements, communications, or understandings, whether written or oral.

Waiver of Rights

Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision, and any such waiver shall only be effective if in writing and signed by an authorized representative.

Assignment and Delegation

These Terms of Use operate to the maximum extent permissible under applicable law. We may assign, transfer, or delegate any or all of our rights and obligations under these Terms of Use to any party at any time without notice or consent. You may not transfer your rights or obligations under these Terms without our prior written approval.

Force Majeure

We are not liable for any loss, damage, delay, or failure to act resulting from causes beyond our reasonable control, including but not limited to acts of God, natural disasters, government actions, war, labor disputes, or disruptions in telecommunications or power.

Severability

If any provision or part of a provision of these Terms of Use is found to be unlawful, void, or unenforceable, that provision or part of the provision will be severed from these Terms, and the remaining provisions will remain valid and enforceable to the fullest extent permitted by law.

No Relationship Created

No joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site or your use of the Site.

Construction of Terms

You agree that these Terms of Use will not be construed against simply because we drafted them. You further waive any and all defenses you may have based on the electronic form of these Terms of Use, the lack of physical signature, or the method of acceptance by the parties.

This Terms of Use is effective/updated as of December 1, 2025.