

SupportNow Terms of Service

Effective Date: 8/31/23

These Terms of Service (“Terms”) govern your use of our website (the “Site”) and related products and services, including any content or information provided as part of the Site or such related products, services, or websites (collectively with the Site, the “Services”), which are owned or operated by SupportFamiliesNow, Inc., a Delaware corporation (“SupportNow”, “we”, “our” or “us”).

Our Privacy Policy, available at www.SupportNow.org/PrivacyPolicy, is incorporated by reference into these Terms. Please read these Terms and the Privacy Policy carefully before you access the Services, as these Terms form a binding legal agreement between you and SupportNow.

These Terms may apply to you individually, the business or other legal entity user you represent, or both. If you are using the Site or Services on behalf of a company or other legal entity, you hereby represent and warrant that you have the authority to enter into these Terms on behalf of such entity. By accessing, registering for or using the Services, you: (1) acknowledge that you have read and understand these Terms; (2) agree to be bound by them in their entirety, and (3) are entering into a legally binding agreement with us. As used in these Terms and unless separately identified as applicable to either an individual or entity, “you” and “your” refer to both you individually and the entity on behalf of which you are entering into these Terms.

Note: These Terms include your agreement to arbitrate most disputes, which affects your rights. Please see Section 13.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE SERVICES. YOUR USE OF OUR SERVICES REQUIRES YOUR ACCEPTANCE OF THESE TERMS AS THEY MAY BE AMENDED FROM TIME TO TIME, INCLUDING THE POLICIES INCORPORATED BY REFERENCE HEREIN, WHICH INCLUDES THE SUPPORTNOW PRIVACY POLICY.

1. Overview of Services; Disclaimer.

1.1. Overview of Services. The Services are offered as a platform to allow an individual, entity or non-profit organization (the “Coordinator”) to create and post a registry for support (“Support Registry”) to the Site to accept monetary contribution (“Contributions”) from friends, family, colleagues, and other supporters (“Supporters”) on behalf of the individual or family receiving the assistance from the applicable Support Registry (“Recipient”).

1.2. Disclaimer. We reserve the right, at our sole discretion, to change or modify portions of these Terms at any time and without notice. When we do this, we will post the revised Terms

on this page and will indicate the date of such revision. Your continued use of the Services after the date of any such changes constitutes your acceptance of the new Terms. If you do not wish to accept the new Terms, you may discontinue your use of the Services. SupportNow facilitates the Support Registry of the Coordinators and permits Supporters to make Contributions to these Support Registries. SUPPORTNOW IS NOT A BROKER, AGENT, FINANCIAL INSTITUTION, CREDITOR OR 501(C)(3) NONPROFIT CORPORATION.

2. Your Eligibility; Your Responsibility

To be eligible to use the Services, you represent and warrant that you: (i) are at least 18 years of age, or otherwise over the age of majority in the jurisdiction in which you reside; (ii) are not currently restricted from the Services and are not otherwise prohibited from having an account related thereto; (iii) will only maintain one account at any given time; (iv) will only provide accurate information to SupportNow; (v) have full power and authority to enter into these Terms and doing so will not violate any other agreement to which you are a party; (vi) reside in the United States of America and (vii) will not violate any rights of SupportNow or a third party.

You assume all responsibility for your use of, and access to, the Services. All information and content provided by SupportNow relating to the Services is for informational purposes only, and SupportNow does not guarantee the accuracy, completeness, timeliness or reliability of any such information or content. No content is intended to provide financial, legal, tax or other professional advice. Before making any decisions regarding any Support Registries, Contributions, Supporters, or any information or content relating to the Services, you should consult your financial, legal, tax or other professional advisor as appropriate. You acknowledge that all information and content accessed by you using the Services is at your own risk.

If you are under 13 years of age or located outside of the United States, you are not authorized to use the Services, with or without registering. In addition, if you are under the age of majority in your jurisdiction (typically 18 or 19 years of age), you may use the Services, with or without registering, only with the approval of your parent or guardian. Certain aspects of our Services may also require you to register with, and agree to the terms of, third-party service providers (e.g., Payment Processors), with whom SupportNow has entered into contracts, in order to be able to benefit from their services. If SupportNow or one of our Payments Processors (as defined below) at any time discovers that the information you provided about you or the purpose of your Support Registry is incorrect or violates any of these Terms or their terms of services, your access to the Services may be immediately suspended and/or terminated and fines may be applied by relevant authorities, which will in all such cases be payable by you.

3. Personal Information; Your Content; Your Account

3.1. Accuracy. By registering for our Services, you represent and warrant that all information you submit to us is true, accurate, current and complete and that you will promptly notify us

in writing if your information changes. It is your responsibility to keep your account and profile information accurate and updated. We are not responsible for any disputes or claims related to any inaccurate, incomplete, or untimely information provided by you to us.

3.2.Privacy. To use our Services, you must register with us and submit certain personally identifiable information. You expressly agree that we may collect, disclose, store and otherwise use your information in accordance with the terms of the SupportNow Privacy Policy, available at www.SupportNow.org/PrivacyPolicy.

3.3.Your Content. As between you and SupportNow, you own the information, materials, photos, or other content (the “Content”) you provide SupportNow under this Agreement. Any Content that you upload or otherwise provide to SupportNow in connection with the Services may be used by SupportNow in order to provide and promote the Services or SupportNow’s business. Accordingly, you grant to SupportNow, and all of its subsidiaries, affiliates, successors, and assigns, a worldwide, perpetual, royalty-free, fully paid, sublicensable, non-exclusive, and transferable right to use, publish, reproduce, distribute, modify, prepare derivative works of, adapt, publicly display and otherwise use the Content. Such right to use such Content shall survive the termination of these Terms and termination of the Services. You authorize us to use, forward, or post your profile or related information on other sites and services. Additionally, you authorize us to use your corporate logo and corporate name, if applicable, for any promotional purposes (to opt-out, email us at Help@SupportNow.org). Notwithstanding the foregoing, you retain all rights to the Content, except as otherwise provided herein or as otherwise provided in any other agreement between you and SupportNow. Any Content you submit to us is provided at your own risk of loss. You are solely responsible for all Content you share, provide, display, publish, or disseminate to others, whether such action was taken by us or you. By providing Content to us, you represent and warrant that you are entitled to submit it and that it is not confidential and not in violation of any law, contractual restrictions or other third party rights (including any intellectual property rights). SupportNow may also remove or delete your Content from the Services at any time in its sole discretion.

3.4.Interactions with Other Users. You are solely responsible for all interactions with other users. You acknowledge and agree that we do not have an obligation to verify any Content or other information provided by users on the Services. SupportNow offers various forums which allow you to post comments. SupportNow also enables sharing of information by allowing users to post content and information, including links and other information. Pursuant to the license granted by you above, SupportNow may grant other users of the Services access and share rights to your Content in accordance with these Terms and the nature of your connection with such other users. Information you share may be seen and used by other users of the Services. SupportNow cannot guarantee that users of the Services will not use the information that you share on SupportNow, nor the manner of use. SupportNow is not responsible for another user’s or other third party’s misappropriation or misuse of your Content or other information. You are solely responsible for your interactions with other

users. Additionally, SupportNow is not responsible for the truthfulness, accuracy, authenticity, or completeness of any of the Content or any other information provided by other users or any other third party, and hereby disclaims all liability in this regard to the fullest extent permitted by applicable law. We do not guarantee that a Support Registry will obtain a certain amount of Contributions or any Contributions at all. We do not endorse any Support Registry, user, or cause and we make no guarantee, express or implied, that any information provided through the Services is accurate. You hereby release SupportNow from all claims, demands, or damages of every kind, known or unknown, in any way connected with (i) any relationship arising between users of the Services, (ii) any dispute between you and another user, or (iii) arising out of any services which originated through the Services or were otherwise provided by a user. Additionally, you agree to immediately report to us any false information provided or misconduct by any user of the Services. We expressly disclaim any liability or responsibility for the outcome or success of any Support Registry. You, as a Supporter, must make the final determination as to the value and appropriateness of contributing to any Support Registry.

3.5. Social Media Integration. The Services may allow you to enable or log in to the Services via various social networking services like Facebook or Twitter (“Social Network Service(s)”). By directly integrating these services, we make your online experiences richer and more personalized. To take advantage of this feature, we will ask you to log into or grant us permission via the relevant Social Network Service. When you add a Social Network Services account to the Service or log into the Service using your Social Network Services account, we will collect relevant information necessary to enable the Service to access that Social Network Service and your data contained within that Social Network Service. As part of such integration, the Social Network Service will provide us with access to certain information that you have provided to the Social Network Service, and we will use, store and disclose such information in accordance with our privacy statement. However, please remember that the manner in which Social Network Services use, store and disclose your information is governed by the policies of such third parties, and SupportNow shall have no liability or responsibility for the privacy practices or other actions of any Social Network Services that may be enabled within the Service.

3.6. Your Account. Except for your Content licensed to us as set forth above, the account you create and any related profile is owned by us. With regard to your account, you agree to: (i) keep your password secure and confidential; (ii) not permit others to use your account; (iii) not use the accounts of others; (iv) not transfer your account to another party; and (v) notify us of any actual or suspected unauthorized use of your account. You are responsible for any activity occurring under your account. If you wish to deactivate your account or a Support Registry you control, please contact Help@SupportNow.org.

3.7. Payment Processor. SUPPORTNOW IS NOT A PAYMENT PROCESSOR AND DOES NOT HOLD ANY FUNDS. Instead, SupportNow uses third-party payment processing partners to process Contributions for a Support Registry (“Payment Processor”). You

acknowledge and agree that the use of Payment Processors is integral to the Services and that we exchange information with Payment Processors in order to facilitate the provision of the Services.

3.8.No Solicitations. You may from time to time identify problems, solutions to identified problems, provide suggestions, comments or other feedback related to our Services or otherwise relating to SupportNow (“Feedback”) to SupportNow. You acknowledge and agree that all Feedback is and shall be given entirely voluntarily and SupportNow shall be free to use or disclose such Feedback for any purpose. You further acknowledge and agree that your Feedback does not contain confidential or proprietary information and you are not entitled to any compensation or reimbursement of any kind from SupportNow under any circumstances relating to such Feedback.

3.9.Feedback. You may from time to time identify problems, solutions to identified problems, provide suggestions, comments or other feedback related to our Services or otherwise relating to SupportNow (“Feedback”) to SupportNow. You acknowledge and agree that all Feedback is and shall be given entirely voluntarily and SupportNow shall be free to use or disclose such Feedback for any purpose. You further acknowledge and agree that your Feedback does not contain confidential or proprietary information and you are not entitled to any compensation or reimbursement of any kind from SupportNow under any circumstances relating to such Feedback.

4. Personal Use; Limited License; Ownership

Subject to the terms and conditions herein, SupportNow grants you a limited, revocable, non-transferable, non-sublicensable, non-exclusive license and right to access the Services through a generally available mobile device, web browser or SupportNow authorized Site to view content and information and otherwise use the Services to the extent intended and permitted by the functionality thereof. This license is personal to you, and you may not resell our Services, permit other users access to our Services through your account, or use the Services to host content for others. You may not copy or download any content from the Services except with the prior written approval of SupportNow. You acknowledge that, except as otherwise expressly provided, these Terms are solely between you and SupportNow.

Furthermore, without the prior written approval of SupportNow, you may not distribute, publicly perform or display, lease, sell, transmit, transfer, publish, edit, copy, create derivative works from, rent, sub-license, distribute, decompile, disassemble, reverse engineer or otherwise make unauthorized use of the Services. Any commercial use not expressly authorized is prohibited. You agree not to remove, obscure, or alter copyright, patent, trademark, or other proprietary rights notices affixed to the Services. Your rights are subject to your compliance with these Terms as well as any other agreements applicable to the Services you are using. The Services provided by SupportNow are licensed, not sold. The Services, and all copies of the Services, are owned by SupportNow or its third party licensors and are protected by various intellectual

property laws, including, without limitation, copyright and trade secret laws. SupportNow reserves all rights not expressly granted to you herein. You agree that you have no right to any SupportNow trademark or service mark and may not use any such mark in any way unless expressly authorized by SupportNow. You agree that you will not use SupportNow's name, logo or trademarks or issue any public announcements or press releases, or confirm or comment on any information, public or otherwise, concerning SupportNow or its business, regarding this Agreement, except with the express written consent of SupportNow.

Making unauthorized copies or distribution of Site content or otherwise violating these Terms may result in the termination of your SupportNow account, prohibition on use of the Services, and further legal action. SupportNow reserves the right to limit your use of or access to the Services, in its sole discretion in order to maintain the performance and availability of the Services and to enforce these Terms of Service.

SupportNow is not liable for the loss, corruption, alteration or removal of any content transmitted using our Services. By using our Services, you expressly waive the right to seek damages and agree to hold SupportNow harmless for any such loss, alteration, corruption or removal. You acknowledge and agree that you are solely responsible for retaining all records and reconciling all transaction information relating to your use of the Services.

You, as an Coordinator, represent, warrant, and covenant that: (i) all information you (whether through yourself, an agent or using artificial intelligence) provide in connection with a Support Registry or Recipient is accurate, complete, and not likely to deceive Users and that you will post updates as needed so that Users understand the use of funds and any other relevant information about your Support Registry; (ii) all Contributions contributed to your Support Registry will be used solely as described in the materials that you post or otherwise provide; (iii) if you withdraw Contributions believed by Supporters to be raised on behalf of someone other than you (i.e., the Recipient), all Contributions will be given to and/or spent on behalf of the Recipient; (iv) if you add a Recipient through the Services, you relinquish control of the Contributions; (v) you will not infringe the rights of others; (vi) you will comply with all relevant and applicable laws and financial reporting obligations, including but not limited to, laws and obligations relating to registration, tax reporting, political contributions, and asset disclosures for your Support Registry; (vii) to the extent you share with us any personal data of any third party for any purpose, including the names, email addresses and phone numbers of your personal contacts, you have the authority (including any necessary consents), as required under applicable law, to provide us with such personal data and allow us to use such personal data for the purposes for which you shared it with us; and (viii) you will not provide or offer to provide goods or services in exchange for Contributions. You authorize SupportNow, and SupportNow reserves the right to provide information relating to your Support Registry to Supporters, Recipients of your Support Registry or law enforcement or other regulatory authorities, and to assist in any investigation thereof.

5. Fees

Although there are no fees to start or maintain a Support Registry, there are transaction fees, including credit and debit charges, charged as part of each Contribution. Additionally, we make money when donors choose, at the point of transaction, to round up to cover the fees and increase their impact. When a Supporter rounds up, 100% of the intended gift amount is given to the Recipient.

It is your responsibility to determine what, if any, taxes apply to the Contributions you receive or make through your use of the Services. It is solely your responsibility to assess, collect, report or remit the correct tax, if any, to the appropriate tax authority.

6. Acceptable Use Policy

You agree to comply with all applicable laws and regulations in connection with your use of the Services. You may not use our Services to post or transmit any illegal material, including without limitation any transmissions that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law or regulation. You are also responsible for ensuring the funds raised are used for the purpose outlined in the Support Registry. If you are not the Recipient of the Support Registry you organize, you agree to deliver funds to the ultimate Recipient directly and as soon as possible. You agree to fully cooperate with any request we make for evidence we deem necessary to verify your compliance with these Terms. In particular, the following is a representative, non-exhaustive list of acts that are prohibited:

- Using the Services while operating a motor vehicle;
- The transmission or posting of chain letters or pyramid schemes, or other acts that involve deceptive online marketing practices or fraud;
- Acts that may materially and adversely affect the quality of other users' experience;
- Actual or attempted unauthorized use or sabotage of any computers, machines or networks;
- Introducing malicious programs into SupportNow's Services, network or servers (e.g. viruses, worms, Trojan horses, etc.);
- Engaging in any monitoring or interception of data not intended for you without authorization;
- Attempting to circumvent authentication or security of any host, network, or account without authorization;
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property used to provide the Services, or any part thereof;
- Adapt, modify or create derivative works based on the Services, technology underlying the Services, or other users' content, in whole or part;
- Duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer information found on the Services (excluding content

posted by you) except as permitted in these Terms, or as expressly authorized by SupportNow in writing;

- Using any method, software or program designed to collect identity information, authentication credentials, or other information;
- Transmitting or receiving, uploading, using or reusing material that is abusive, indecent, defamatory, harassing, obscene or menacing, or a breach of confidence, privacy or similar third party rights;
- Transmitting or receiving, uploading, using or reusing material that violates any intellectual property rights of a third party, including, without limitation, patents, trademarks, trade secrets or copyrights;
- Transmitting, receiving, uploading, using or reusing material that you do not have a right to transmit under any law or under contractual or fiduciary relationships;
- Falsifying user identification information;
- Using the Services for anything other than lawful purposes including, but not limited to, intentionally or unintentionally violating any applicable local, state, national or international law; or
- Impersonating any person or entity, including, but not limited to, a SupportNow representative, or falsely stating or otherwise misrepresenting your affiliation with a person or entity.

Without limiting the foregoing, you agree and represent, warrant and covenant not to use the Services to raise funds or establish or contribute to any Support Registry with the implicit or explicit purpose of promoting or involving:

- the violation of any law, regulation, industry requirement, or third-party guidelines or agreements by which you are bound, including those of payment card providers and transaction processors that you utilize in connection with the Services;
- Support Registries that are fraudulent, misleading, inaccurate, dishonest or impossible;
- offensive, graphic, perverse or sensitive or sexual content;
- the funding of a ransom, human trafficking or exploitation, vigilantism, bribes or bounty;
- drugs, narcotics, steroids, controlled substances pharmaceuticals or similar products or therapies that are either illegal, prohibited, or enjoined by an applicable regulatory body; legal substances that provide the same effect as an illegal drug; or other products, medical practices or any related equipment or paraphernalia that have been found by an applicable regulatory body to cause consumer harm;
- activities with, in, or involving countries, regions, governments, persons, or entities that are subject to U.S. and other economic sanctions under applicable law, unless such activities are expressly authorized by the appropriate governmental authority;
- knives, explosives, ammunition, firearms, or other weaponry or accessories;
- Content that reflects, incites or promotes behavior that we deem, in our sole discretion, to be an abuse of power or in support of terrorism, hate, violence, harassment, bullying, discrimination, terrorist financing or intolerance of any kind reflects an abuse of power

relating to race, ethnicity, national origin, religious affiliation, sexual orientation, sex, gender, gender identity, gender expression, disabilities or diseases;

- the legal defense of alleged financial and violent crimes;
- Content that reflects suicide or self-harm;
- publication of Content (such as mug shots) that causes reputational harm;
- gambling, gaming and/or any other activity with an entry fee and a prize including, but not limited to raffles, casino games, sports betting, fantasy sports, horse or greyhound racing, lottery tickets, raffle tickets, auctions and other ventures that facilitate gambling, games of skill or chance (whether or not it is legally defined as a lottery), promotions involving monetary rewards, including gift cards or sweepstakes;
- the aggregation of funds owed to third parties, factoring, or other activities intended to obfuscate the origin of funds;
- annuities, investments, loans, equity or lottery contracts, law-away system, off-short banking or similar transactions, money service businesses (including currency exchanges, check cashing or the like), pyramid schemes, “get rich quick schemes” (i.e., investment opportunities or other services, that promise high rewards), network marketing and referral marketing programs, debt collection or crypto-currencies;
- the receipt or grant of cash advances or lines of credit to yourself or to another person or purposes other than those purposes clearly stated in the Support Registry or for credit repair or debt settlement services;
- counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder;
- products or services that directly infringe or facilitate infringement upon the trademark, patent, copyright, trade secrets, or proprietary or privacy rights of any third party;
- the unauthorized sale or resale of goods or services;
- any election campaigns in an unsupported country unless run by a registered organization within a supported country;
- the collecting of payments on behalf of merchants by Payment Processors or otherwise; including but not limited to self-payments on Support Registries or an attempt to bypass or otherwise circumvent the designated method of payment as provided by SupportNow;
- the collecting or providing of funds for any purpose other than as described in a Support Registry description; or
- any other activity that SupportNow may deem, in its sole discretion, to: (a) be unacceptable or objectionable; (b) restrict or inhibit any other person from using or enjoying the Services; or (c) expose SupportNow, its employees or Users to any harm or liability of any type.

SupportNow enforces a zero-tolerance SPAM policy regarding information transmitted through our network. SupportNow may determine in its sole discretion whether any transmissions are considered SPAM. SPAM includes, but is not limited to, the following:

- Bulk unsolicited e-mail, promotional material, or other forms of solicitation sent via the Services, or e-mail that advertises any IP address belonging to SupportNow or any URL (domain) that is hosted by SupportNow.
- The use of web pages set up on ISPs that allow SPAM-ing that directly or indirectly reference customers to domains or IP addresses hosted by SupportNow.
- Forging or misrepresenting message headers, whether in whole or in part, to mask the true origin of the message.

If SupportNow determines that you have posted one or more articles of SPAM, we may cancel your account immediately and take steps to prevent you from using our network at any time thereafter.

You agree not to use the Services for the purpose of recruiting for another website or service that offers competing functionality to the Services.

Additionally, with respect to all Contributions you make or accept through the Services, you agree and represent, warrant and covenant:

- not to make or accept any Contributions that you know or suspect to be erroneous, suspicious or fraudulent;
- not to use the Services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the United States Office of Foreign Asset Control (OFAC);
- to maintain reasonable and standard security measures to protect any information transmitted and received through the Services, including without limitation, adhering to any security procedures and controls required by SupportNow from time to time;
- to maintain a copy of all electronic and other records related to Support Registries and Contributions as necessary for SupportNow to verify compliance with these Terms and make such records available to SupportNow upon our request. For clarity, the foregoing does not affect or limit your obligations to maintain documentation as required by applicable laws, rules, regulations, or governmental authority; and
- at SupportNow's request, to fully cooperate in the auditing of, investigation of (including without limitation, investigations by SupportNow, a Payment Processor, or a regulatory or governmental authority), and remedial efforts to correct any alleged or uncovered violation or wrongdoing of a User to whom, or Support Registry or Contribution to which, you are connected.

7. Copyright Protected Materials

SupportNow respects the intellectual property rights of others and expects that you do the same. It is our policy to terminate, in appropriate circumstances, the accounts of subscribers who infringe the copyrights of others. You may not upload, download, post, publish, transmit, reproduce, or distribute in any way, files, material, information, software or other material obtained through the Services that is protected by copyright or other proprietary right or

derivative works with respect thereto, without obtaining permission of the copyright owner or other right holder. SupportNow has the right, but not the obligation, to remove from the Services any files, material, information, software or other material SupportNow believes is or may be, in its sole discretion, infringing or otherwise in violation of the rights of others.

If you believe in good faith that your copyright has been infringed, please provide a written communication regarding such belief to Help@SupportNow.org.

8. Right to Restrict or Terminate Access

SupportNow may deny or restrict your access to all or part of the Services without notice in its reasonable discretion if it deems that you have engaged in any conduct or activities that SupportNow in its reasonable discretion believes violates the letter or spirit of any of these Terms. If SupportNow denies or restricts your access to the Services because of such a violation, you shall have no right to obtain any refund or credit for the subscriptions fees you have paid.

In the event that these Terms or the Services are terminated for any reason or no reason, you acknowledge and agree that you will continue to be bound by these Terms. Following termination, you shall immediately cease use of the Services and any license granted to you under any agreement related to your use of the Services shall immediately terminate. Upon termination, SupportNow reserves the right to delete all of your Content, data, and other information stored on SupportNow's servers. SupportNow will not be liable to you or any third party as a result of the termination of these Terms or the Services or for any actions taken by SupportNow pursuant to these Terms as a result of such termination. Without limiting the generality of the foregoing, SupportNow will not be liable to you or any third party for damages, compensation, or reimbursement relating to your use of the Services, or the termination thereof.

You may terminate these Terms by terminating your use of the Services and any related account. SupportNow may terminate these Terms or suspend your use or access of the Services at any time upon written notice to you. Any sections or terms which by their nature should survive or are otherwise necessary to enforce the purpose of these Terms, will survive the termination of these Terms and termination of the Services. Termination of these Terms or the Services does not relieve you from your obligation to pay SupportNow any amounts owed to SupportNow.

9. Security

You acknowledge and agree that you are solely responsible for protecting your password and other personal information and for the consequences of not protecting such data. Access to our Services and to certain online transactions may involve the use of identification numbers, passwords, payment accounts or other individualized nonpublic information ("Private Documentation"). You shall use your best efforts to prevent unauthorized use of our Services, your account, or of any Private Documentation, and shall promptly report to SupportNow any suspected unauthorized use or other breach of security. You shall be responsible for any

unauthorized use of your account, identification numbers or passwords until we receive written notice of a breach of security and a request to block further access for such numbers and passwords. SupportNow shall not be liable for any unauthorized use of payment accounts.

10. Disclaimer of Warranty

All Contributions are at your own risk. When you make a Contribution through the Site, it is your responsibility to understand how your money will be used and to check the Support Registry content regularly for any updates. SupportNow is not responsible for any offers, promises or made or offered on the Site by a user of the Services or Support Registries; such conduct violates these Terms. We do not and cannot verify the information that users of the Services or Support Registries supply, nor do we represent or guarantee that the Contributions will be used in accordance with any fundraising purpose prescribed by a user of the Services or Support Registry or in accordance with applicable laws. Notwithstanding the foregoing, we take possible fraudulent activity and the misuse of funds reported to us very seriously. If you have reason to believe that a user or Support Registry is not raising or using the funds for their stated purpose, please contact us at Help@SupportNow.org to alert our team of this potential issue and we will investigate.

Actual service coverage, speeds, locations and quality may vary. SupportNow will attempt to provide the Services at all times, except for limited periods for maintenance and repair. However, the Services may be subject to unavailability for a variety of factors beyond our control including emergencies, third-party service failures, transmission, equipment or network problems or limitations, interference, signal strength, and may be interrupted, limited or curtailed. Delays or omissions may occur. We are not responsible for data, messages or pages lost, not delivered, delayed or misdirected because of interruptions or performance issues with the Services or communications services or networks. We may impose usage or Services limits, suspend the Services, or block certain kinds of usage in our sole discretion to protect users or the Services. The accuracy and timeliness of data received is not guaranteed.

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. ALL SITE CONTENT AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, NONINFRINGEMENT, AVAILABILITY OR ACCURACY OF INFORMATION. SUPPORTNOW DOES NOT WARRANT THAT THE SERVICES WILL BE AVAILABLE, WILL MEET YOUR REQUIREMENTS OR WILL OPERATE IN AN UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE MANNER OR THAT ERRORS OR DEFECTS WILL BE CORRECTED. SUPPORTNOW DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES, IN TERMS OF THEIR ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, OR OTHERWISE.

SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR CONDITIONS, OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH EVENT, SUPPORTNOW'S WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW IN SUCH JURISDICTION.

11. Limitation of Liability

UNDER NO CIRCUMSTANCES WILL SUPPORTNOW, ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS OR OTHER THIRD PARTY PARTNERS ("SUPPORTNOW PARTIES") BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF OUR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY; INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM LOST PROFITS, LOST DATA, LOSS OF BUSINESS OR BUSINESS INTERRUPTION, WHETHER DIRECT OR INDIRECT, ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF OUR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY.

A SUPPORTNOW PARTY'S TOTAL CUMULATIVE LIABILITY SHALL IN NO EVENT EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID SUPPORTNOW FOR YOUR USE OF THE SERVICES IN THE PRIOR THREE (3) MONTHS; AND (B) THE SUM OF ONE HUNDRED (100) US DOLLARS.

SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY. IN SUCH STATES OR JURISDICTIONS, THE SUPPORTNOW PARTIES' LIABILITY TO YOU SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY SUPPORTNOW TO YOU AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION AND THE SECTION ABOVE WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

12. Indemnity

You agree to defend, indemnify and hold the SupportNow Parties harmless from any claim or demand, including reasonable attorneys' fees, made by any third party arising out of or relating to (i) any violation of these Terms by you; (ii) your Content or any other content or material you submit or otherwise transmit through our Services; (iii) your violation of any rights of another; or (iv) your use of the Services. SupportNow reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to defense by you.

13. Dispute Resolution

Excluding claims for injunctive or other equitable relief, for any claim where the total amount of the award sought is less than \$10,000, the party requesting relief must resolve the dispute through binding non-appearance-based arbitration. In the event a party seeks arbitration, they shall initiate such arbitration through an established alternative dispute resolution provider mutually agreed upon by the parties. The arbitration shall be conducted by telephone, online or be solely based on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not require any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. Any judgment on the award rendered by the arbitrator shall be final and may be entered in any court of competent jurisdiction. You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration each party waives any right to a jury trial.

YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US OR ANY OF OUR OFFICERS, DIRECTORS OR EMPLOYEES ACTING IN THEIR CAPACITY AS SUCH (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THESE TERMS, YOUR USE OF THE SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND WE ARE EACH WAIVING OUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

YOU AND WE AGREE THAT EACH MAY BRING CLAIMS TO THE FULLEST EXTENT LEGALLY PERMISSIBLE AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and we agree

otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

If this Section 13 is found to be unenforceable, then the entirety of this Section 13 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in the Section 17 below will govern any action arising out of or related to these Terms.

14. Electronic Notices and Disclosures

You acknowledge and agree that SupportNow may provide notices and other disclosures to you electronically by posting such notices or other disclosures on SupportNow's website or by emailing it to you at any email address provided to SupportNow by you. Such notices or other disclosures shall be considered received by you following the posting on the website or twenty-four (24) hours following the email being sent to you, as applicable. Any such electronic notice or other disclosure shall have the same effect and meaning as if it had been provided to you as a paper copy.

15. Changes to the Terms

We may add to, change or remove any part of these Terms, at any time without prior notice to you other than listing of a later effective date than the one set forth at the top of these Terms. Such modification shall be effective immediately upon posting at the Site. As your next visit to the Site or use of the Services may be governed by different Terms, we encourage you to look for a new effective date on these Terms when you visit the Site or use the Services. It is your responsibility to check these Terms periodically for changes. If we make any material changes to these Terms, we will endeavor to provide registered users with additional notice of any changes, such as at your e-mail address of record or when you log-in to your account.

Your use or continued use of the Services following the posting or notice of any changes to these Terms or any other posted policies shall constitute your acceptance of the changed Terms or policies.

16. Third-Party Terms & Content

We do not control, and we are not responsible for, any data, content, services, or products (including software) that you access, download, receive or buy while using the Services. We may, but do not have any obligation to, block information, transmissions or access to certain information, services, products or domains to protect the Services, our network, the public or our users. We are not a publisher of third-party content accessed through the Services and are not responsible for the content, accuracy, timeliness or delivery of any opinions, advice, statements, messages, services, graphics, data or any other information provided to or by third parties as accessible through the Service.

From time to time, the Services may contain references or links to third-party materials not controlled by SupportNow or its suppliers or licensors. SupportNow provides such information and links as a convenience to you and should not be considered endorsements of such sites or any content, products or information offered on such sites. You acknowledge and agree that SupportNow is not responsible for any aspect of the information or content contained in any third party materials or on any third party sites accessible or linked to the Services. You are responsible for evaluating whether you want to access or use a third party sites. Accordingly, if you decide to use third party sites, you do so at your own risk and agree that this Agreement does not apply to your use of any third party sites. You should review any applicable terms or privacy policy of a third party sites before using it or sharing any information.

If you are accessing the Services through an application from the Apple App Store, you and SupportNow agree to the following additional terms:

- SupportNow and you acknowledge that these Terms are concluded between you and SupportNow only, and not with Apple, and SupportNow, not Apple, is solely responsible for the Services and the content thereof. SupportNow and you agree to be bound by the App Store Terms of Service as of the Effective Date (which you acknowledge you have had the opportunity to review), including without limitation the Usage Rules (as defined in the App Store Terms of Service) (capitalized terms below have the definitions given to them in the App Store Terms of Service unless otherwise defined herein).
- You may only access the Services on an iOS product that you own or control and only as permitted by the Usage Rules set forth in the App Store Terms of Service.
- To the extent set forth herein or required by applicable law, SupportNow is solely responsible for providing any maintenance and support services with respect to the Services. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Services.
- SupportNow, not Apple, is solely responsible for any product warranties set forth in these Terms, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the application to you; provided that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Services, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, if any, will be SupportNow's sole responsibility, to the extent not disclaimer herein.
- SupportNow and you acknowledge that SupportNow, not Apple, is responsible for addressing any claims by you or any third party relating to the Services or your possession and/or use of the Services, including, but not limited to: (i) product liability claims; (ii) any claim that the

Services fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

- Apple shall in no way be responsible for any claim (including any related investigation, defense, settlement or discharge thereof) that the Services or your possession and use of the Services infringe any third party's intellectual property rights.
- If you send SMS messages through Services, you acknowledge that standard text messaging rates or other carrier charges may apply to such use.
- If you authorize SupportNow to access your Address Book on your iOS product, you acknowledge and agree that SupportNow may access and use such data to invite share job with your contacts.

17. Miscellaneous

These Terms, along with any rules, guidelines, or policies published on the SupportNow homepage constitute the entire agreement between SupportNow and you with respect to your use of our Services. If there is any conflict between the Terms and any other rules or instructions posted on the Services, the Terms shall control. No amendment to these Terms by you by shall be effective unless acknowledged in writing by SupportNow. Notwithstanding the foregoing, SupportNow reserves the right, in its sole discretion, to modify these Terms or the policies referenced herein at any time as set forth above. These Terms shall be governed by, and construed in accordance with, the laws of the state of Georgia, without reference to its choice of law rules. Subject to the arbitration provisions above, exclusive venue for any action arising out of or in connection with this agreement shall be in Atlanta, Georgia. The parties each hereby consent to the jurisdiction and venue in Atlanta, Georgia and waive any objections to such jurisdiction and venue. Notwithstanding the foregoing, you agree that SupportNow shall be entitled to apply for injunctive remedies or other equitable relief in any jurisdiction. Subject to any applicable law to the contrary, you agree that any cause of action arising out of or related to the use of our Services must be commenced within one (1) year after the cause of action accrues, or such action will be permanently barred. If any portion of these Terms is found to be unenforceable or invalid for any reason, that provision will be limited or eliminated to the minimum extent necessary so that the rest of these Terms will otherwise remain in full force and effect. You may not assign your rights or obligations under these Terms without the prior written consent of SupportNow. SupportNow's failure to insist upon or enforce any provision of these Terms shall not be construed as a waiver of any provision or right. Any sections or terms which by their nature should survive or are otherwise necessary to enforce the purpose of these Terms, will survive the termination of these Terms and termination of the Services. All headings included in these Terms are included for convenience only, and shall not be considered in interpreting these Terms. These Terms do not limit any rights that SupportNow may have pursuant to any intellectual property laws or any other laws. All rights and remedies available to SupportNow, pursuant to this Agreement or otherwise, at law or in equity, are cumulative and not

exclusive of any other rights or remedies that may be available to SupportNow. In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Services, or any other materials issued in connection therewith, or exploitation of the Services or any content or other material used or displayed through the Services. Except as otherwise expressly set forth herein, there shall exist no right of any person, other than you and SupportNow, to claim a beneficial interest in these Terms or any rights occurring by virtue of these Terms. No independent contractor relationship, partnership, joint venture, employer-employee or franchise relationship is created by this Agreement.

If you have any questions, complaints, or claims, you may contact SupportNow at Help@SupportNow.org or (229) 304-2568.