

Swoovy Terms of Use Agreement

Last revised on August 27, 2018

Welcome to Swoovy.com, the service owned by Swoovy Inc. (the "**Company**" or "**Swoovy**") for single adults to meet each other online by volunteering for philanthropic activities.

By accessing the Swoovy website or using the Swoovy mobile application, (collectively, the "**Platform**") you agree to these Terms of Use (this "**Agreement**"), whether or not you register as a member of the Swoovy service. This includes but is not limited to the Swoovy online volunteer matching service and various syndication services, and other related information and services (collectively, the "**Service**"). Please read these Terms of Use if you want to become a member and use our Service. The term "Platform" refers to using the Service via computer, mobile device, or mobile application. "You" means the individual person entering these Terms of Use Agreement on his or her own behalf.

We recommend you also review the [Swoovy Privacy Policy](#), which is referenced in this Agreement and available on the Platform. If you do not accept and agree to be bound by all of this Agreement's terms, including the Swoovy Privacy Policy, do not use the Platform or the Service. Feel free to contact us with any questions regarding this Agreement.

1. Acceptance of Terms of Use Agreement.

- a. This Agreement is a contract establishing legally binding terms you must accept to use the Platform and to become a "Member." For this Agreement, the term "**Member**" means a person who provides information to the Company on the Platform or to participate in the Service for free or with a paid version. This Agreement includes the Company's (i) Privacy Policy and (ii) terms disclosed and agreed to by you if you as a subscriber or via additional services, features, and products on the Platform.
- b. By accessing the Platform or Service, you automatically accept this Agreement and associated terms, conditions and notices and agree to have this Agreement and associated notices in electronic form. You may print a copy of this Agreement for your records. It may be modified by the Company and those modifications will take effect when published by the Company on the Platform.
- c. You automatically agree to receiving this Agreement in electronic form by using the Service. You must terminate your account, meaning both your subscription and membership to Swoovy, to withdraw this consent.

2. Potential Eligibility.

To use the Service you must be at least 18 years of age. You must also be single or separated from your spouse to use the Service. Any use of the Service is void where prohibited. By using the Platform you warrant and represent you have the capacity and authority to enter this Agreement and honor the terms and conditions of this Agreement. You cannot become a Member if you have pled no contest to or been convicted of a violent crime or sex crime, or pled no contest to a felony, or are required to register as a sex offender with any government entity.

3. Membership and Subscription.

Swoovy will eventually utilize a freemium model. You may become a Member today for free. Members may use all of the capabilities of the Service for now although in the future that will no longer be the case and you

will be required to be a paying subscriber to the Service in order to use certain features of the Service. The subscription policies you see when you subscribe to the Service are part of this Agreement. Excluding offers, you accept that if you are (i) not a subscriber, you will not be able to use all the features and services available within the Service, including communicating with other Members, and (ii) a subscriber, non-subscribing Members will not be able to use the Service to communicate with you. A Member profile (both subscribers and non-subscribers) may remain posted on the Platform even if that Member is not actively using the Service. You acknowledge that although a Member's profile may be viewed, you may not (even as a subscriber) be able to use the Service to communicate with that Member if he or she is not then actively using the Service.

4. Term and Termination.

- a. This Agreement will remain in full force and effect while you use the Service and/or are a Member.
- b. You may cancel your subscription at any time, for any reason, within the Swoovy mobile application by doing the following: log into the Swoovy mobile application, go to the Profile screen, choose to Edit your Profile, then select either "Cancel" to cancel your subscription. You may also cancel your subscription by sending the Company written notice of cancellation to Swoovy at the following email address: customerservice@swoovy.com. Swoovy requires up to thirty (30) days to cancel your subscription should you request it. Upon cancellation, you will maintain subscription benefits until the end of your then-current subscription commitment. Please note that once Swoovy starts charging to receive certain functionality of the Services, in no event will you be eligible for a refund of any portion of the subscription fees paid for the then-current subscription commitment. If you paid for your subscription using a multi-payment option, you must make all payments even if you cancel your subscription prior to the end of your then existing subscription commitment period.
- c. As a subscriber, you have the option of canceling your subscription, but not your membership, which means that others may view your profile (unless you hide your profile) and you'll continue to be a Member. By hiding your profile, other Members cannot view your profile until you "unhide" it. If you cancel your membership, your profile will be removed, and other Members will not be able to view your profile. You can use your current registration information to "unhide" your profile and reactivate your membership for one year. Either way, Members can hide their profile or cancel their membership and remove their profile by accessing your Edit Profile page within the Swoovy mobile application.
- d. The Company may suspend or terminate your Service subscription and/or membership in the Service without notice if the Company believes you breached this Agreement via actions including but not limited to non-personal use, participation in prohibited or inappropriate behavior, or breaching Swoovy's warranties and representations. Upon termination or suspension, you will forego the refunding of unused subscription fees and any unpaid subscription amounts and other fees owed by you will be due immediately. Please note the Company is not required to disclose, and may be prohibited by law from disclosing, the reason(s) for the termination or suspension of your Swoovy account.
- e. After subscription or membership termination, the terms of this Agreement will continue other than terms with obligations that have been met or by their nature have expired.

5. Non-commercial Use is Prohibited.

Swoovy's platform and service is for personal use by individuals. Members may not use the Service in any way related to their solicitation of any commercial activities. Except for non-profit philanthropic organizations that have entered into a written agreement with Swoovy that specifies how they may interact with the Service or the Platform, organizations, companies, and/or businesses may not use the Service or the

Platform for any purpose. The Company may investigate and take any available legal action in response to illegal and/or unauthorized uses of the Platform or Service, including collecting usernames and/or email addresses of members by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the Platform.

6. Your Personal Security.

You are responsible for protecting your account username and password you utilize and are responsible for all activities that occur associated with your username and password. You must immediately notify Swoovy via email at customerservice@swoovy.com of any disclosure or unauthorized use of your username or password or any other breach of security and ensure that you log out from your account at the end of each session.

7. Communicating with Swoovy Members.

- a. **SWOOVY AND ITS PARTNERS MAY OR MAY NOT CONDUCT BACKGROUND CHECKS OR ANY OTHER SCREENINGS ON THEIR MEMBERS OR PARTICIPANTS. YOU ARE FULLY RESPONSIBLE FOR YOUR INTERACTIONS WITH SAID MEMBERS OR PARTICIPANTS. THE COMPANY ALSO DOES NOT ATTEMPT TO VERIFY STATEMENTS OF SAID MEMBERS OR PARTICIPANTS. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF SAID MEMBERS OR PARTICIPANTS. THE COMPANY RESERVES THE RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (INCLUDING SEX OFFENDER REGISTER SEARCHES), AT ANY TIME VIA AVAILABLE PUBLIC RECORDS. CERTAIN PHILANTHROPIC ORGANIZATIONS MAY REQUIRE A CRIMINAL BACKGROUND CHECK OR SCREENING IN ORDER TO BE ELIGIBLE TO PARTICIPATE IN ONE OR MORE OF THEIR ACTIVITIES.**

- b. **The Company is not responsible for the conduct of any Member. As noted in and without limiting other sections of this Agreement, in no event shall the Company, its affiliates or its partners be liable (directly or indirectly) for any losses or damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the Platform or Service including, without limitation, death, bodily injury, emotional distress, and/or any other damages resulting from communications or meetings with other Members or persons you meet through the Service. You agree to take all necessary precautions in all interactions with other Members, particularly if you decide to communicate off the Platform or meet in person, or if you decide to send money to another Member. The Company makes no guarantees regarding your compatibility with individuals you meet through the Service. Please do not share your personal financial information or financial assets with other Members.**

8. Intellectual Property Rights.

Excluding certain technologies licensed to the Company by its licensors, Swoovy owns and retains all trademarks, trade names, service marks, patents, copyrights, and other intellectual property rights in and related to the Platform, the Service, and in all content therein. You agree you cannot copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, trademarks, trade names, service marks, patents, or other intellectual property or proprietary information accessible on the Platform or through the Service, without obtaining prior written consent of the Company or, if such property is not owned by the Company, the owner(s) of said proprietary and intellectual property rights. You also agree to not remove, obscure or otherwise alter any proprietary notices appearing on any content, including copyright, trademark, patents, and other intellectual property notices.

9. Third Party Content.

Swoovy may distribute and publish content supplied by its customers, partners, and other third parties ("Content"). Swoovy has no editorial control over such Content. All information expressed or made available by third parties as part of the Content, are those of the respective author(s) or distributor(s) of that information, not Swoovy. We do not endorse or claim the accuracy of any Content related to the Services

created by anyone. We may monitor and review Content on the Services and your account to assess compliance with this Agreement and any other rules we establish, to satisfy regulations, laws, government requests, or for any other purposes. You agree we do not monitor Content for accuracy or reliability. You agree by using the Platform and Services, which include maps provided by Google, you are bound by the Google Maps/Google Earth Additional Terms of Service (including the Google Privacy Policy).

10. Content You Submit.

- a. You are completely responsible for any content and information you upload, publish, post, publish, link to, record, display or otherwise make available (hereinafter, "**Post**") on the Service or transmit to Members. This includes photos, videos, messages, other recordings or text, which is publicly posted or privately transmitted (collectively, "**Content**"). You cannot post on the Platform or as part of the Service, or provide to the Company or any Member, false, offensive, abusive, obscene, profane, sexual, threatening, rude, vulgar, sexist, or illegal material, or any material that infringes or violates another person's rights including intellectual property rights, and privacy and publicity rights. You hereby represent and warrant that all information that you submit upon registration is accurate and you will promptly update any information provided by you that becomes inaccurate.
- b. You understand and agree that the Company may review Content you post on the Platform or as part of a Service. The Company can remove any Content that the Company believes violates this Agreement.
- c. By posting Content on the Platform or as part of the Service, you grant to the Company, its affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, fully paid-up, worldwide right and license to (i) use, copy, store, perform, display, reproduce, record, play, adapt, modify and distribute the Content, (ii) prepare derivative works of the Content or incorporate the Content into other works, and (iii) grant and authorize sublicenses of the foregoing in any media now known or hereafter created. You represent and warrant that any posting and use of your Content by the Company will not infringe or violate the rights of any third party.
- d. In addition to the categories of Content noted above at the beginning of this section, you may not post, upload, display or otherwise make available Content (either on or off the Platform) that:
 - promotes harassment, hatred, bigotry, or harm against anyone or any entity;
 - impersonates any person, entity or relationship;
 - requests money from any users of the Platform or Service;
 - involves "junk mail", "chain letters," or unsolicited mass mailing or "spamming" (or "spimming", "phishing", "trolling" or similar activities);
 - promotes misleading or false information, illegal activities or objectionable behavior;
 - promotes an illegal or unauthorized copy of a person's or entity's copyrighted work
 - contains images, audio or video of another person without their permission (or their legal guardian);
 - contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
 - provides material that exploits people in a sexual, violent or other illegal manner or information related to a minor;
 - provides instructional information about illegal activities;
 - contains harmful codes, components or devices;
 - illegally shares information;
 - solicits or shares passwords or personal identifying information for commercial or unlawful purposes

- publicizes or promotes commercial activities or events without our prior written consent
- Swoovy reserves its sole right to investigate and take appropriate legal action against anyone violating this provision, including removing the offending communication from the Platform or Service and terminating or suspending the membership of said violators.
- e. Your use of the Platform and Service must comply with all applicable laws and regulations. You agree that the Company may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary, such as to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service or allow you to use the Platform in the future; or (v) protect the rights, property or personal safety of the Company or any other person.
 - f. You cannot post any telephone numbers, street, URL or email addresses, last names, in your Member profile viewable by other Members. You also agree any Content you place on the Platform to be viewed by other Members may be viewed by any person visiting the Platform or participating in the Service.

11. Prohibited Activities.

Swoovy reserves the right to investigate and/or terminate your membership if you have misused the Service or behaved in a way the Company regards as unlawful or inappropriate. The following, in addition to the actions prohibited above, includes actions you cannot perform with respect to the Service, including:

- impersonate or misrepresent any person or entity.
- solicit assets from any Members.
- ask or use Members to conceal the identity, source, or destination of any illegally gained money or products.
- use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Platform, Service or its contents.
- collect usernames and/or email addresses of members to utilize them outside the guidelines of this Agreement.
- interfere with or disrupt the Service or the Platform.
- Attempt to imitate or disguise the origin of any information or capabilities of the Platform or Service.
- attempt to direct any person to any other website for any purpose.
- modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service or the Platform or any software used on or for the Service or the Platform, or cause others to do so.
- post, use, transmit or distribute, directly or indirectly, (e.g. screen scrape) in any manner or media any content or information obtained from the Platform or the Service other than solely in connection with your use of the Service in accordance with this Agreement.

12. Customer Service.

Swoovy Customer Service (email address: customerservice@swoovy.com) provides Swoovy customers with assistance. You agree to interact with Swoovy Customer Service in an appropriate manner. Swoovy Customer Service calls may be recorded for quality assurance purposes. If we believe your behavior towards any of our customer care representatives or other employees is threatening or offensive, we reserve the right to immediately terminate your subscription and membership and you will not receive any unused subscription fees.

13. Subscription Details.

- a. At such time that the Company charges Members for use of one or more features of the Service, the Company will bill you through an online account (your "**Billing Account**") for use of these features of the Service. You agree to pay the Company all charges at the prices you agreed to for any use of the Service by you or other persons (including your agents) using your Billing Account, and you authorize the Company to charge your chosen payment provider (your "**Payment Method**") for the Service. You agree to make payment using that selected Payment Method. The Company may correct any billing errors or mistakes that it makes even if it has already requested or received payment. This Section 12 includes any agreements you made with the Company on the Platform when becoming a Member or subscribing to the Service. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, the Company may in its discretion terminate your account immediately. If the Company successfully disputes the reversal, and the reversed funds are returned, you are not entitled to a refund or to have your account or subscription reinstated.

- b. Your subscription will continue indefinitely until cancelled by you. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for an additional equivalent period, at the price you agreed to when subscribing. You agree that your account will be subject to this automatic renewal feature. If you do not wish your account to renew automatically, or if you want to change or terminate your subscription, please log in and go to "Account Settings" on the Platform and follow the directions contained therein. If you cancel your subscription, you may use your subscription until the end of your then-current subscription term; your subscription will not be renewed after your then-current term expires. However, you won't be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. By subscribing, you authorize the Company to charge your Payment Method once the Company institutes charges to use one or more features of the Service and again at the beginning of any subsequent subscription period. You also authorize the Company to charge you for any sales or similar taxes that may be imposed on your subscription payments. Upon the renewal of your subscription, if the Company does not receive payment from your Payment Method provider, you agree to pay all amounts due on your Billing Account upon demand and/or you agree that the Company may either terminate or suspend your subscription and continue to attempt to charge your Payment Method provider until payment is received (upon receipt of payment, your account will be activated and for purposes of automatic renewal, your new subscription commitment period will begin as of the day payment was received).

- c. You must provide current, complete and accurate information for your Billing Account. You must promptly update all information to keep your Billing Account current, complete and accurate (such as a change in billing address, card number or expiration date), and you must promptly notify the Company if your Payment Method is canceled (including if you lose your card or it is stolen), or if you become aware of a potential breach of security (such as an unauthorized disclosure or use of your name or password). Changes to such information can be made at "Account Settings" on the Platform. If you fail to provide the Company any of the foregoing information, you agree that you are responsible for fees accrued under your Billing Account. In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit or debit card as provided by your credit or debit card issuer. You also authorize us to update your Payment Method to include any credit or debit card or other payment method provided by you to purchase any feature or service throughout your use of the Platform or Service when automatically renewing your account, as set forth in this Section 13.

14. Service Changes.

The Company can change, suspend or end the Platform or the Service (or any part thereof) with or without notice. The Company also reserves the right to block users from specific internet protocol (IP) addresses from accessing the Platform or Service.

15. Copyright Policy; Notice and Procedure for Making Claims of Copyright Infringement.

You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. Without limiting the foregoing, if you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Platform (and such description must be reasonably sufficient to enable the Company to find the alleged infringing material, such as a url);
- your address, telephone number and email address;
- a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Notice of claims of copyright infringement should be provided to the Company's Copyright Agent at email address: copyright@swoovy.com

The Company will terminate the accounts of repeat infringers.

16. Emails and Test Data.

As a member you agree to receive email messages from Swoovy which can address a wide range of areas including but not limited to user communications, transactions, service updates, promotions, test data, and announcements. Feel free to review Swoovy's [Privacy Policy](#) for more information regarding these communications.

17. Disclaimers.

- a. You acknowledge and agree that neither the Company nor its affiliates and third party partners are responsible for and shall not have any liability, directly or indirectly, for any loss or damage, including personal injury or death, as a result of or alleged to be the result of (i) any incorrect or inaccurate Content posted on the Platform or provided in connection with the Service, whether caused by Members or any of the equipment or programming associated with or utilized in the Platform or Service; (ii) the timeliness, deletion or removal, incorrect delivery or failure to store any Content, communications or personalization settings; (iii) the conduct, whether online or offline, of any Member; (iv) any error, omission or defect in, interruption, deletion, alteration, delay in operation or transmission, theft or destruction of, or unauthorized access to, any user or Member communications; or (v) any problems, failure or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to Members or to any other person's computer related to or resulting from participating or downloading materials in connection with the Internet and/or in connection with the Service. **TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, THE COMPANY PROVIDES THE PLATFORM AND THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICE OR THE PLATFORM (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM OR SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, SECURE OR THAT**

ANY DEFECTS OR ERRORS ON THE PLATFORM OR IN THE SERVICE WILL BE CORRECTED.

- b. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE OR PLATFORM IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OR CORRUPTION OF DATA THAT RESULTS OR MAY RESULT FROM THE DOWNLOAD OF ANY SUCH MATERIAL. IF YOU DO NOT ACCEPT THIS LIMITATION OF LIABILITY, YOU ARE NOT AUTHORIZED TO DOWNLOAD OR OBTAIN ANY MATERIAL THROUGH THE SERVICE OR PLATFORM.
- c. From time to time, the Company may make third party opinions, advice, statements, offers, or other third party information or content available on the Platform and/or through the Service. All third party content is the responsibility of the respective authors thereof and should not necessarily be relied upon. Such third party authors are solely responsible for such content. THE COMPANY DOES NOT: (I) GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY THIRD PARTY CONTENT ON THE PLATFORM OR PROVIDED THROUGH THE SERVICE, OR (II) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY THAT APPEARS ON THE PLATFORM OR SERVICE. UNDER NO CIRCUMSTANCES WILL THE COMPANY OR ITS AFFILIATES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE PLATFORM OR SERVICE, OR TRANSMITTED TO OR BY ANY MEMBERS.
- d. In addition to the preceding paragraph and other provisions of this Agreement, any advice that may be posted on the Platform or through the Service is for informational and entertainment purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice. The Company makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Platform or Service. If you have specific concerns or a situation arises in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist.

18. Swoovy and Third Party Links.

The Platform may contain, and the Service or third parties may provide, items offered by third parties and links to other web locations. You agree Swoovy is not responsible for external web locations, and does not endorse and is not responsible for any related information from or your interactions with other web locations. You agree that Swoovy shall not be responsible or liable in any way for loss or damage, actual or potential, associated with such third parties.

19. Limitation on Liability.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, BUSINESS PARTNERS, LICENSORS OR SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, RELIANCE, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR CORRUPTION OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO THE COMPANY FOR THE SERVICE DURING THE TERM OF MEMBERSHIP. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION

ARISING OUT OF OR RELATED TO USE OF THE PLATFORM OR SERVICE OR THE TERMS OF THIS AGREEMENT MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

20. Responsibility Related to Third Parties.

If you are using the Service to find volunteer opportunities, your correspondence and/or ensuing relationship with nonprofit and public service organizations, volunteers, partners, advertisers, sponsors or other third parties found on or through the Services ("Volunteer Organization"), including posting or acceptance of volunteer opportunities, and any other terms or conditions associated with such dealings, are solely between you and the Volunteer Organization you choose to deal with. YOU AGREE THAT SWOOVY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, COST, DAMAGE, OR OTHER LIABILITY OF ANY SORT INCURRED AS THE RESULT OF ANY SUCH DEALINGS, OR AS THE RESULT OF THE PRESENCE OF SUCH PARTIES ON THE SERVICES AND YOU HEREBY IRREVOCABLY WAIVE ANY CLAIMS AGAINST SWOOVY ARISING FROM OR RELATED TO YOUR RELATIONSHIP WITH A VOLUNTEER ORGANIZATION.

21. Arbitration and Governing Law.

- a. The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof), the Service, or the Platform shall be **BINDING ARBITRATION** administered by the American Arbitration Association under the Consumer Arbitration Rules. The one exception to the exclusivity of arbitration is that you have the right to bring an individual claim against the Company in a small-claims court of competent jurisdiction. But whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against the Company any class action, class arbitration, or other representative action or proceeding.
- b. By using the Platform or the Service in any manner, you agree to the above arbitration agreement. In doing so, **YOU GIVE UP YOUR RIGHT TO GO TO COURT** to assert or defend any claims between you and the Company (except for matters that may be taken to small-claims court). **YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING**. Your rights will be determined by a **NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY**, and the arbitrator shall determine all issues regarding the arbitrability of the dispute. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. For details on the arbitration process, see our [Arbitration Procedures](#).
- c. Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against the Company (except for small-claims court actions) may be commenced only in the federal or state courts located in Travis County, Texas. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.
- d. This Agreement, and any dispute between you and the Company, shall be governed by the laws of the state of Texas without regard to principles of conflicts of law, provided that this arbitration agreement shall be governed by the Federal Arbitration Act.

22. Indemnity by You.

You agree to indemnify and hold the Company, its subsidiaries, and affiliates, and its and their officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable

attorney's fees, made by any third party due to or arising out of your breach of or failure to comply with this Agreement (including any breach of your representations and warranties contained herein), any postings or Content you post on the Platform or as a result of the Service, and the violation of any law or regulation by you. The Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in connection therewith.

23. Notice.

The Company may provide you with notices, including those regarding changes to this Agreement, using any reasonable digital means assuming you access the Service in an authorized manner.

24. Our Entire Agreement with You.

This Agreement, along with any other separately posted rules or guidelines or other communications related to the Platform, represent the complete agreement between you and the Company regarding the use of the Platform and/or the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The failure of the Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree that your online account is non-transferable and all of your rights to your profile or contents within your account terminate upon your death. No agency, partnership, joint venture or employment is created as a result of this Agreement and you may not make any representations or bind the Company in any manner.

25. Subject to Change at Any Time.

This Agreement is subject to change by the Company at any time. If you are a non-subscribing Member at the time of any change, the revised terms will be effective upon posting on the Platform and your use of the Service after such posting will constitute acceptance by you of the revised Agreement. If you are a subscribing Member at the time of any change, the then-existing Agreement will continue to govern your membership until such time that you renew your subscription as contemplated above. If you continue your subscription, your renewal will constitute acceptance by you of the revised Agreement. Alternatively, if you terminate your subscription at such time, your use of the Service after your termination will constitute acceptance by you of the Agreement.

26. Special State Terms.

The following provisions are added to this Agreement for subscribers residing in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio and Wisconsin:

You, the buyer, may cancel this agreement, without penalty or obligation, at any time prior to midnight of the third business day following the original date of this contract, excluding Sundays and holidays. To cancel this agreement, e-mail or fax a signed and dated notice which states that you, the buyer, are canceling this agreement, or words of similar effect. This notice shall be sent to: customerservice@swoovy.com or by sending a facsimile to 512-532-7995 (please include the subject line Swoovy, Attn: Cancellations). Please also include your Swoovy username and email address in any correspondence or your refund may be delayed. If you cancel, Swoovy will return, within ten days of the date on which you give notice of cancellation, any payments you have made. If you send or deliver the notice to cancel your subscription agreement within such three day period, we will refund the full amount of your subscription.

In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use the services of Swoovy) before the end of your subscription period, you shall be entitled to a refund of

that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the company notice at the same address as listed above.

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