

TY LOUIS CAMPBELL FOUNDATION TERMS OF USE

1. Introduction

Ty Louis Campbell Foundation operates websites; thetlcfoundation.org, superty.org & muddypuddlesproject.org (the "Websites") and several web pages on other web sites (e.g. Facebook and Twitter) ("Third Party Sites," and together with the Websites, the "Sites"). The Sites are owned, controlled, and/or operated by Ty Louis Campbell Foundation ("TLCF"), a New York 501 (c)(3) corporation, which is located at 1787 Route 6, Carmel, NY 10512. If you have any questions regarding the Sites, they can be sent to the attention of our Director of Operations at this address. You may also contact Ty Louis Campbell Foundation by email at thetlcfoundation@gmail.com.

Through the Sites, you may, among other things, learn more about the TLCF and about issues surrounding childhood cancer, donate to fight childhood cancer or otherwise get involved with the TLCF through registering, fundraising and participating in events, including registering your Muddy Puddles Mess Fest, and participate on the user fundraising pages and commenting on the blog. We hope that you will enjoy our Sites and will visit us often. So that you may full enjoy your Sites, we would like you to be aware of the rules that will govern your use of the Sites.

PLEASE READ THESE TERMS OF USE CAREFULLY, AND IF YOU ARE UNDER THE AGE OF THIRTEEN IN YOUR JURISDICTION, MAKE SURE THAT YOUR PARENT OR LEGAL GUARDIAN READS AND AGREES WITH THESE TERMS OF USE ON YOUR BEHALF. YOU INTEND TO BE, AND AGREE TO BE, LEGALLY BOUND BY ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE THROUGH YOUR CONTINUED USE OF THE SITES, THE SERVICES (AS DEFINED BELOW) OR PARTICIPATION IN ANY EVENT (AS DEFINED BELOW). IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE, YOU ARE NOT PERMITTED TO USE OR ACCESS THE SITES OR THE SERVICES OR TO PARTICIPATE IN ANY EVENT. PLEASE PRINT A COPY OF THESE TERMS OF USE FOR YOUR RECORDS.

These terms of use are a contract between you and TLCF and applies to all users of the Sites (the "Terms of Use" or "Terms"). In these Terms of Use "you", "User" or "your" means any person or entity using the Sites, provided that if such person is under the age of thirteen, "you" and "your" also includes such person's parent or legal guardian. Unless otherwise stated, "TLCF", "we" or "our" refers to Ty Louis Campbell Foundation, a New York 501 (c)(3) corporation, and its successors and assigns.

2. Amendments

We may amend or supplement these Terms of Use at any time. Please check these Terms of Use periodically. When we make changes to these Terms of Use, we may notify you of the changes by posting the revised version on the Sites. If you do not agree to the amended Terms,

you may not continue to access or use the Sites. Your continued use of the Sites following the posting of changes to these Terms of Use shall be deemed to be your acceptance of the revised version of the Terms.

3. Privacy Policy

Our Privacy Policy (as of the most recent effective date) (the “Privacy Policy”) is incorporated into these Terms of Use by reference and provides additional terms and conditions related to our use, collection and disclosure of your personal information. Our Privacy Policy may be changed from time to time. When we make changes to this Privacy Policy, we may notify you of the changes by posting the revised version on the Sites. If you do not agree to the amended Privacy Policy, you may not continue to access or use the Sites or utilize any Services. Any other posted guidelines or rules applicable to any individual use of the Sites, the Services or any particular Event will form part of these Terms.

4. Links to Other Websites

While TLCF may provide links to the Sites and to other websites of unaffiliated third parties, these sites are not part of the Sites, and each has a different user agreement or terms of use. In addition, to the extent such linked websites are not owned or operated by affiliated of TLCF, these sites also have different policies with respect to the collection, use and disclosure of your personal information. Please be sure to review the applicable agreements and policies carefully when visiting our affiliated websites or any third-party websites to whom we provide links. TLCF is providing these links to you only as a convenience and the inclusion of any link does not imply endorsement by TLCF of the website or content linked to. TLCF ASSUMES NO RESPONSIBILITY FOR ANY MATERIAL OUTSIDE OF THE SITES WHICH MAY BE ACCESSED THROUGH SUCH LINKS, INCLUDING WITH RESPECT TO YOUR PARTICIPATION IN EVENTS ORGANIZED, ADMINISTERED OR OPERATED BY THIRD PARTIES ASSOCIATED WITH SUCH THIRD-PARTY WEBSITES LINKED TO OUR SITES. Unless otherwise expressly indicated by us, we are not sponsored by or affiliated with the linked website and we do not control the information and materials accessed from such third-party websites. Furthermore, the trademarks used in connection with such third-party websites are not trademarks of TLCF.

5. Ownership of Intellectual Property and Restrictions on Use of TLCF Materials

All products, services, content, information displayed, performed or otherwise accessible through the Sites, including, without limitation, Gift Shop items, designs, texts, databases, images, photographs, illustrations, audio clips, video clips, artwork, graphic material, animation, and any copyrightable and/or patentable elements, and the selection and arrangements thereof, and all trademarks, service marks, trade names, trade dress and patents, (collectively the “TLCF Materials”) are the property of TLCF, its partners, affiliates, third party licensors and suppliers and/or any of the successors and assigns of the foregoing (collectively, the “TLCF Group”), and are protected, without limitation, by United States and other foreign copyright, trademark and patent laws. Without limiting the generality of any other provisions of these

Terms of Use, the use of any TLCF Materials on any other website or networked computer environment is prohibited.

These Terms of Use grant to you a limited license to access and use the Sites for your personal, non-commercial use, provided that this license is limited to the display of the TLCF Materials in their entirety, including but not limited to visual elements such as advertisements that adjoin content. Any attempts to access the TLCF Materials in a manner that obscures or blocks such adjoining visual elements is a violation of the license granted hereunder. Except as expressly provided above, you agree that no portion of the Sites may be accessed, used, reproduced, duplicated, copied, or otherwise exploited by you for any other purpose, and nothing contained herein shall be construed as conferring any other right. You may not use the TLCF Materials in a manner that suggests an association with any of our products. You may not make any modifications to any TLCF Materials other than as expressly permitted by us. This limited license is non-assignable and non-transferable.

Without limiting the generality of the foregoing, you agree that you shall not (i) download or copy any of the Sites pages, except as may occur through the normal caching function of your browser and except to print and retain a copy of the pages of the Sites for your own personal, non-commercial use; (ii) download or copy the Sites' information for the commercial benefit of you or a third party; (iii) make any resale or commercial use of the Sites or the TLCF Materials; (iv) publish any collection or compilation of any product listings, descriptions, or prices; (v) create any derivative work of the Sites or its contents; (vi) use any data mining tools, robots or similar data-gathering and extraction devices with respect to the Sites and the information contained thereon; (vii) frame or use framing techniques to enclose any trademark, logo, trade name or other content (including images, text, page layout, or form) of TLCF or its licensors; or (viii) use any meta tags or any other "hidden text" utilizing the trademarks, logos, trade names or content of the TLCF or its licensors.

TLCF has the right to vary, modify, change or discontinue (i) any feature or function offered on the Sites; (ii) any part of or all of the Sites, including hours of availability and the Services provided; and (iii) to restrict access to parts of or all of the Sites from time to time with our without notice to you. TLCF may make available and upgrade the Sites on the same terms and conditions as these Terms of Use and any such upgrades will form part of the Sites.

6. User Content

Certain areas of these Sites may permit you to send to TLCF materials, information and other submissions. TLCF values your feedback on the Sites, and to help us better understand your remarks, TLCF requests that you be as specific as possible in your comments on the Sites. Upon submission, all content, materials or information of any nature, save and except any personally identifiable information as defined in our Privacy Policy (collectively, the "User Content"), submitted by you to TLCF or otherwise posted on the Sites shall be deemed to be, and shall remain, licensed to TLCF. You hereby grant (or warrant that the owner of such rights has expressly granted) to TLCF, a worldwide, royalty-free, perpetual, irrevocable and nonexclusive

right and license to use, reproduce, modify, sublicense, edit, adapt, publish, translate, broadcast, create derivative works from, distribute, perform, display and publicize such User Content anywhere, for any purpose and in any form, through any media or technology now known or later developed, without any additional compensation to you. Except as set forth in the Privacy Policy, none of the User Content shall be subject to any obligation of confidence on the part of TLCF, and TLCF shall not be liable for any use, non-use or disclosure of all or part of the User Content. Without limiting any of the foregoing, TLCF may, but is not obligated to, use and publish the User Content at the Sites or elsewhere for purposes that include, without limitation, new or enhanced products or services, marketing and public relations.

You acknowledge and agree that you will not receive any compensation whatsoever in connection with the use and exploitation by TLCF or its affiliated of any User Content.

You are responsible for all User Content posted by you. TLCF HAS NO RESPONSIBILITY FOR SUCH USER CONTENT. You hereby represent and warrant that you have all the necessary rights in and to all User Content that you provide. TLCF does not and cannot review every submission by Users and is not responsible for, nor does it endorse the content of such submissions. However, TLCF retains the right, but not the obligation, to review, edit or delete any User Content which TLCF deems to be illegal, offensive, or otherwise inappropriate. All information submitted by you which constitutes personal information shall be subject to our Privacy Policy.

7. User Code of Conduct

The Sites are provided by TLCF and are intended to be used in a safe and enjoyable fashion. You are responsible for the content of any material you enter on the Sites. Users of the Sites acknowledge and agree that they may not:

- Use the Sites in such a way as to offend or interfere with the use by anyone else of the Sites;
- Upload, submit, publish, transmit, display, disseminate or otherwise communicate (or attempt to do any of the foregoing) any materials while connected to or otherwise using this Sites that: (i) are defamatory, libelous or inaccurate, (ii) are abusive or threatening towards or invade the privacy of any third party, (iii) which are offensive, obscene or pornographic; (iv) infringe the intellectual property rights, including copyrights, of any third party; (v) violate any law or regulation; (vi) advocate illegal activity; (vii) advertise or otherwise solicit funds or are a solicitation for goods or services; or (viii) are treated as confidential under any contract or policy;
- Use the Sites for any unlawful purpose, including attempting to or engaging in any criminal activity including, child pornography, stalking, sexual assault, harassment or fraud, or otherwise use the Sites to in any way harm minors;

- Impersonate any other person or entity, falsely state such user's affiliation with such other person or entity or submit any personal information to the Sites, about the user or others, that is not accurate or truthful;
- Attempt to circumvent the security systems of the Sites;
- Attempt to gain access to any other User's accounts or to TLCF's computer systems (Users should recognize that not all areas of the Sites may be available to you);
- Attempt to harvest or otherwise collect information about other Users without their consent;
- Attempt to use the Sites for any purposes other than those intended by TLCF; or
- Upload or submit any data or information that contains viruses, or any other computer code, corrupt files or programs designed to interrupt, destroy or limit the functionality or disrupt any software, hardware, telecommunications, networks, servers or other equipment.

TLCF cannot and does not guarantee that other Users of the Sites will abide with the rules above or otherwise herein.

8. Use of Services

While accessing and using the Sites, from time to time TLCF may provide you with certain services ("Services"), such as web page development tools and the use of a fundraising web space that can be personalized with our own content or otherwise to create a personal webpage, in certain cases in connection with fundraising events and activities in which you may engage. Such Services are provided subject to the Terms of Use.

TLCF reserves the right to establish general practices and limits concerning the Services and user accounts at any time (and may modify such practices and limits at its sole discretion), including without limitation the maximum number of days that your or any third-party's information, pictures, User Content or email will be retained. TLCF shall have no responsibility or liability in connection with the Services, including in relation to any deletion or failure to store your information, pictures, content or email provided by you, regardless of whether such deletion or failure was due to the established practices or limits of the Services or as a result of error, intentional misconduct, or negligence of TLCF.

TLCF reserves the right at any time, and from time to time, to modify or discontinue, either temporarily or permanently, any one or more of the Sites or Services (or any part thereof) with or without notice. You agree that TLCF shall not be liable to you or to any third party for any such modification, suspension or discontinuance of any Sites or Services.

9. Your Obligations

In exchange for receiving the Services, you agree that you will not use the Services for any purpose other than in connection with helping TLCF fulfill its mission, which is to raise money and awareness of childhood cancer causes, primarily research into new treatments and cures and to encourage and empower others, especially children, to get involved and make a difference for children with cancer. Furthermore, you agree to use the Services in accordance with all of the Terms.

10. Termination of Services

You agree that TLCF may, in its sole discretion, immediately terminate any associated email addresses or links without any prior notice. Causes for such termination may include, but not limited to, (i) breaches or violations of these Terms of Use, (ii) requests by law enforcement or other government agencies, (iii) a request by you (self-initiated account deletions) or written statement that you no longer wish to be bound by these Terms of Use, (iv) discontinuance or modifications to the Services (or any part thereof), (v) unexpected technical or security issues or problems, (vi) extended periods of inactivity, (vii) fraudulent or illegal activities performed by or on behalf of you in connection with the Services or the Sites, (viii) completion of the TLCF event or program in which you are participating, and/or (ix) any other reason reasonably considered by TLCF to be in its best interest.

You also agree that TLCF shall not be liable to you or any third-party for any termination of your access to the Services. Upon termination, TLCF will have no further obligation or responsibility to you with respect to the Services terminated, and you will have no further obligation or responsibility to TLCF with respect to the Services terminated, other than any liability, responsibility, or obligation of either party existing or arising prior to the effective date of such termination.

11. Participation in Events Waiver

From time to time, you may choose to register for and engage in events, activities and other fundraising and related programs (collectively, the "Events") through the Sites, including but not limited to, holding Muddy Puddles Mess Fests, participating in runs or races, golf outings and other activities to raise money and awareness of TLCF and its mission. TLCF appreciates and encourages your involvement in such Events, but in connection therewith, your participation is subject to the following terms and conditions.

WAIVER, INDEMNITY AND RELEASE OF LIABILITY:

You acknowledge, agree and understand that while participating in any Event or in training programs and other related activities, you may be using public streets and facilities where many hazards exist, and you are aware of and appreciate the risks that may result. You acknowledge, agree and understand that accidents may occur during your participation in Events which could

result in serious injury or death. Your participation in all such Events is voluntary with knowledge of all such risks, and you agree to take all necessary precautionary measures, such as wearing protective gear, in accordance with applicable law.

In consideration of the acceptance of the Services provided by TLCF in connection with any such Event, you assume full and complete responsibility for any injury or accident which may occur during your participation in any Event, and you hereby release, indemnify and hold harmless the TLCF and its affiliates and all TLCF employees and other persons and entities associated with this event (all individually and collectively known as "releasees"), from any and all claims, losses, injuries, and liabilities, or damages (collectively, "Damages") that you have or may have in the future based upon any acts or omissions, whether known or unknown, relating to, arising out of, or in connection with, any such Event, WHETHER SUCH DAMAGES BE CAUSED BY YOU OR BY THE NEGLIGENCE, OF ANY DEGREE, OF TLCF, ITS AFFILIATES OR EMPLOYEES OR OTHER PERSONS OR ENTITIES ASSOCIATED WITH ANY SUCH EVENT. These Terms of Use may not be modified orally or in writing by any individual. Your participation in any Event is at your own risk.

You acknowledge, agree and intend by the foregoing Waiver and Release of Liability to release in advance, and to waive your rights and to discharge all of the releasees (as defined above), from all claims, losses or liabilities for death, bodily injury or property damage that you may have, or which may hereafter accrue to you, as a result of your participation in any Event, EVEN THOUGH THAT LIABILITY MAY ARISE FROM NEGLIGENCE OR CARELESSNESS ON THE PART OF THE RELEASEES, from dangerous or defective property or equipment owned, maintained or controlled by them or because of their possible liability without fault. You acknowledge, agree and understand that this Waiver and Release of Liability is binding on your heirs, assigns and legal representatives.

You understand that your name, photograph, voice or likeness may be used for all promotional purposes related to your participation in an Event by TLCF and its affiliates and employees. You consent to and authorize, in advance, such use and waive all rights of privacy you have in connection therewith, and you understand that you will not benefit financially from any such use.

On behalf of any minor participants, such minor's parent or legal guardian hereby irrevocably and unconditionally agrees to all of the terms of the Release and Waiver of Liability. Such parent and legal guardian also, for themselves and on behalf of the applicable minor, and their heirs, estate, insurers, successors and assigns, hereby release, indemnify and hold harmless the releasees, with respect to any and all claims or causes of action they or the applicable minor may have for damages for personal or bodily injury, disability, death, loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF ANY OR ALL OF THE RELEASEES OR OTHERWISE, WHETHER OR NOT NEGLIGENCE HAS BEEN PROVEN, to the fullest extent permitted by law.

By registering for any Event, continued use of the Sites or any Services in connection with any Event, or selecting the "I AGREE" button, you are agreeing to these terms and conditions, including waiving legal rights with complete knowledge of the risks and at your own free will.

12. Spam

The publication of electronic mail addresses on the Sites is to facilitate communications relating to the functions of the Sites and must not be inferred as consent by us to receiving unsolicited commercial electronic messages. You agree that you will not spam or otherwise send unsolicited mailings to any person or entity using the Sites.

13. Disclaimers

THE USE OF THE SITES OR THE SERVICES OR PARTICIPATION IN ANY EVENT IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, THE SITES AND THE TLCF MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TLCF GROUP DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SITES, THEIR CONTENTS, THE PRODUCTS OR SERVICES AVAILABLE THROUGH THE SITES, OR ASSOCIATED WITH THE USE OF THE SITES, OR ANY WEBSITE OR CONTENTS WITH WHICH IT IS LINKED.

THE TLCF GROUP DOES NOT WARRANT THAT THE SITES OR THE SERVICES, THE TLCF MATERIALS, OR ANY WEBSITE TO WHICH THE SITES ARE LINKED WILL BE AVAILABLE AT ANY PARTICULAR TIME, WILL BE PROVIDED IN AN UNINTERRUPTED OR ERROR-FREE MANNER OR WILL BE CORRECTED IF FOUND TO BE DEFECTIVE. WE RESERVE THE RIGHT TO MODIFY AND/OR DISCONTINUE THE SITES OR THE SERVICES AT ANY TIME WITHOUT NOTICE. TO THE EXTENT THAT YOU COMMUNICATE TO A TCF REPRESENTATIVE THROUGH ANY SOURCES, THE STATEMENTS, PROMISES OR ACTIONS TAKEN BY SUCH SOURCES SHALL NOT LIMIT OR OTHERWISE MODIFY THE TERMS OF THIS DISCLAIMER AND/OR THESE TERMS OF USE AND THIS DISCLAIMER AND THESE TERMS OF USE SHALL APPLY TO ANY INFORMATION PROVIDED TO YOU THROUGH SUCH SOURCES.

IN ADDITION, THE TCF GROUP DOES NOT WARRANT THAT THE SITES OR THE SERVERS THAT MAKE THE SITES AND ITS CONTENTS AVAILABLE WILL WORK WITH ANY PARTICULAR HARDWARE OR SOFTWARE SYSTEMS OR CONFIGURATIONS OR ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

FINALLY, THE TCF GROUP DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE RESULTS OF THE SITES, THE SERVICES OR THE TCF MATERIALS IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, TIMELINESS OR OTHERWISE. THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, ADEQUACY, COMPLETENESS, CORRECTNESS AND VALIDITY OF

THE SITES AND ANY TLCF MATERIALS RESTS WITH YOU AND YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION TO ANY PRODUCTS ORDERED BY YOU THROUGH THE SITES. IF YOUR USE OF THE SITES OR THE TLCF MATERIALS RESULTS IN THE NEED FOR SERVICING, UPDATING OR REPLACING YOUR EQUIPMENT OR SOFTWARE, YOU AND NOT THE TLCF GROUP ARE RESPONSIBLE FOR THOSE COSTS.

SOME JURISDICTIONS MAY NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES AND THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT PROHIBITED.

14. Limitations of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL THE TLCF GROUP BE LIABLE FOR ANY LOSS OF USE, LOSS OF DATA, LOSS OF INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, OR FOR ANY DAMAGES OF ANY KIND OR CHARACTER (INCLUDING WITHOUT LIMITATION ANY COMPENSATORY, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES), ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE, THE SITES, THE SERVICES, ANY EVENT, GIFT SHOP ITEMS OR ANY OF THE TLCF MATERIALS OR CONTENTS WITH WHICH IT IS LINKED, EVEN IF THE TLCF GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. WITHOUT LIMITING THE FOREGOING, TLCF IS NOT RESPONSIBLE OR LIABLE FOR ANY INFECTIONS OR CONTAMINATIONS OF YOUR SYTEM, OR DELAYS, INACCURACIES, ERRORS OR OMISSIONS ARISING OUT OF YOUR USE OF THE SITES.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. HOWEVER, IN NO EVENT SHALL THE TOTAL LIABILITY OF THE TLCF GROUP FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION AND COSTS AND EXPENSES (INCLUDING LEGAL FEES) WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, RELATED TO YOUR USE OF, OR THE INABILITY TO USE, THE SITES, THE SERVICES, ANY EVENT, GIFT SHOP ITEMS OR ANY OF THE TLCF MATERIALS OR FUNCTIONS AT THE SITES, EXCEED THE LESSER OF (I) THE AMOUNT, IF ANY, PAID BY YOU IN CONNECTION WITH YOUR ACCESS, USE AND/OR PURCHASES MADE ON THE SITES OR (II) \$100.

NOTWITHSTANDING THE GENERALITY OF THE ABOVE, TLCF DOES NOT SEEK TO LIMIT ITS LIABILITY IN RESPECT TO FRAUD OR THE DEATH OR PERSONAL INJURY CAUSED BY TLCF'S NEGLIGENCE OR THAT OF ITS EMPLOYEES OR AGENTS ACTING IN THEIR CAPACITY AS EMPLOYEES OR REPRESENTATIVES OF TLCF.

15. Indemnity

YOU HEREBY AGREE TO INDEMNIFY AND HOLD EACH MEMBER OF THE TLCF GROUP HARMLESS FROM AND AGAINST ANY LOSS, LIABILITY, CLAIM, DEMAND, DAMAGES, COSTS AND EXPENSES, INCLUDING ALL LEGAL FEES, WHICH ANY MEMBER(S) OF THE TLCF GROUP MAY INCUR IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RESULTING FROM: (I) ANY BREACH BY YOU

OF THESE TERMS OF USE; (II) YOUR USE OF THE SITES AND/OR YOUR SUBMISSION OF USER CONTENT; (III) YOUR PURCHASE OF ANY GIFT SHOP ITEM; (IV) YOUR USE OF THE SERVICES; (V) YOUR PARTICIPATION IN ANY EVENT; AND/OR (VI) ANY VIOLATION BY YOU OF ANY LAW OR THE RIGHTS OF ANY THIRD PARTY. YOU MUST USE YOUR BEST EFFORTS TO COOPERATE WITH TLCF IN THE DEFENSE OF ANY CLAIM. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU.

16. Jurisdictional Issues and Dispute Resolution

This Website is controlled, operated, hosted and served by TLCF in the State of New York. If you choose to access and use this Website or the other Sites from another location, country or jurisdiction, you are responsible for compliance with local laws, if and to the extent local laws are applicable. These Terms of Use shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of law. If the arbitration and dispute resolution provisions of these Terms of Use are not enforceable, you agree that, except as set forth below, any action at law or in equity arising out of or relating to these Terms of Use shall be filed only in the state and federal courts of New York, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. Nothing in these Terms of Use shall be deemed to affect any statutory or other consumer rights that you may have under local laws which cannot be or have not been altered, limited or waived by these Terms of Use.

17. Dispute Resolution

Any controversy or claim between the parties or arising out of these Terms of Use or any use of the Sites or the Services shall be determined by one disinterested arbitrator in binding arbitration pursuant to the Commercial Arbitration Rules and the Supplementary Procedures for Online Arbitration of the American Arbitration Association (the "AAA"). The arbitrator shall be experienced in agreements for information technology services, either as an attorney or as an information technology professional. If the parties fail to appoint an arbitrator within 45 days of the institution of the arbitration, the AAA shall select the arbitrator promptly thereafter. Any requests for accelerated, emergency or preliminary relief shall be submitted pursuant to the AAA's Operational Rules for Emergency Measures of Protection. If any such requests are made before an arbitration panel is empaneled, then the AAA shall appoint one disinterested arbitrator as an arbitration panel to immediately hear and decide such request. The arbitration panel shall have the right to grant interim awards. Testimony shall be permitted by telephone, video conference and other forms of real-time telecommunications. If the arbitrator requires in-person hearings, the hearings shall be held in the State of New York. The arbitral award will be final and binding and may be entered and enforced in any court of competent jurisdiction.

18. Waiver of Jury Trial and Class Actions

BY ENTERING INTO THESE TERMS OF USE, YOU AND TLCF ACKNOWLEDGE AND AGREE TO WAIVE CERTAIN RIGHTS TO LITIGATE DISPUTES IN COURT, TO RECEIVE A JURY TRIAL, OR TO

PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY.

YOU AND TLCF BOTH AGREE THAT ANY ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT A CONSOLIDATED, CLASS-WIDE, OR REPRESENTATIVE BASIS AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO PROCEED WITH AN ARBITRATION ON A CLASS OR REPRESENTATIVE BASIS. THE ARBITRATOR MAY AWARD INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. IF FOR ANY REASON THE ARBITRATION CLAUSE SET FORTH IN THESE TERMS OF USE IS DEEMED INAPPLICABLE OR INVALID, OR THE EXTENT THE ARBITRATION CLAUSE ALLOWS FOR LITIGATION OF DISPUTES IN COURT, YOU AND TLCF BOTH WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT TO PURSUE OR TO PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY.

19. General Provisions

These Terms of Use and our Privacy Policy (or any previous Privacy Policy) contain the entire understanding between you and TLCF in connection with your access and use of the Sites. If any provision of these Terms of Use is found to be illegal, void or unenforceable, then: (i) such provision (or portion thereof as applicable) will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions of these Terms of Use remain in full force and effect. Notwithstanding the foregoing, if any provisions of these Terms of Use which is held null, void or otherwise ineffective or invalid by an arbitrator or a court of competent jurisdiction cannot be restated by such arbitrator or court to reflect as nearly as possible the original intentions of the Parties, then that provision shall be deemed severable from these Terms of Use. Your use of the Sites or the Services or your participation in any Event is not intended and shall not be deemed to create any agency, joint venture or other legal relationship of any kind between you and TLCF other than that of independent contractors. These Terms of Use may not be assigned by you.

PLEASE REVIEW OUR PRIVACY POLICY.

If you agreed to be bound by a prior version of these Terms, but do not agree to be bound by the current version of these Terms, then cease using the Sites, the Service and you will continue to be bound by the applicable version of these Terms that you agreed to. Otherwise, by continuing to use the Sites and the Services, you agree to be bound by the current version of these Terms instead of any prior version of these Terms.

