

TERMS OF USE

Effective and Last Updated: March, 2025

The following terms and conditions (collectively, these “Terms”) constitute an agreement between you (“you” or the “User”) and us for the use of the website <https://givunity.com/> (the “Website”). By accessing or using the Website, or by clicking to accept these Terms when this option is made available to you, you accept and agree to be bound and abide by these Terms and our Privacy Policy, incorporated herein by reference. The terms “you” and “User” as used in these Terms includes and refers to an organization and/or any individual accessing any of the foregoing, and, if an individual on behalf of an organization, also includes the organization on behalf of which the individual is accessing the foregoing or for which the individual serves as an agent or representative. For the avoidance of doubt, the terms “you” and “User” shall include donees, donors, and volunteers using this Website.

1. **Applicability.** These Terms apply only to the Website. They do not apply to any other websites to which we may link from time to time.
2. **Modification.** We reserve the right to modify these Terms at any time, without prior notice, by posting amended Terms that are accessible by clicking on the “Terms of Use” link on this Website's home page. Your continued use of this Website indicates your acceptance of these Terms, as such may be amended from time to time. Notwithstanding the foregoing, in no event will we amend the Terms without prior written notice to you if such amendment would reasonably have a material adverse effect on your rights to privacy or confidentiality of your information.
3. **Registration.** As a condition to using certain aspects of the Website, you will be required to register with the Company and select a password and screen name (“User ID”). You shall provide Company with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of these Terms, which may result in immediate termination of your account. You shall not (i) select or use as a User ID a name of another person other than you with the intent to impersonate that person; (ii) use as a User ID a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a User ID a name that is otherwise offensive, vulgar or obscene. Company reserves the right to refuse registration of or cancel a User ID in its sole discretion. You shall never use another user’s accounts without such other user’s express permission. You will immediately notify Company in writing of any unauthorized use of your account, or other account-related security breach of which you are aware.
4. **Intellectual Property Rights.** The material provided via the Website is protected by law, including, but not limited to, United States copyright law and international treaties. The User may not remove or attempt to remove any copyright, trademark, or other proprietary rights contained on the Website or on any other content associated with the Website. The Website and the copyright in the content of the Website (including, without limitation, text, graphics, and other files) are owned by Company. The Website is protected by copyright as a collective work or compilation under U.S. copyright and other laws. All trademarks appearing on the Website are the property of their respective owners. The names, trademarks, service marks, and logos appearing on the Website may not be used in any advertising or publicity, or otherwise to indicate the Company’s sponsorship of or affiliation with any product, service, event, or organization without the Company’s prior express written permission. Except for the limited rights granted in these Terms, all other rights are reserved.
5. **License.** We hereby grant to User a limited non-exclusive, non-transferable, and revocable license to access and use the Website as an end-user and not for purposes of resale. This license terminates

automatically if User breaches these Terms or if we terminate User's access to the Website for any reason, in our sole discretion.

6. Restrictions. Except as specifically permitted hereunder, the User shall not (i) reverse engineer, disassemble, decompile, or otherwise attempt to derive source code from this Website; (ii) modify, adapt, translate, or create derivative works based on this Website, or any other application or documentation associated with this Website; (iii) reproduce any portion of this Website; or (iv) permit, authorize, or commission any party to do any of the foregoing. The User acknowledges that any software, source code, object code, and programs pertaining to this Website provided hereunder, including any modifications or improvements thereto, whether made by User or the Company, are the exclusive property of the Company and nothing in these Terms shall be construed as transferring to User the rights to any such proprietary rights or information.

7. Posting to Public Areas of the Website. The Website may from time to time feature areas that are viewable by others (for example, to a forum or chat-room). We will not treat information that you post to areas of this Website that are viewable by others as confidential or proprietary. By posting information to public areas of this Website, you agree that we may use that information without any restrictions. You may not post any infringing, threatening, defamatory, sexually graphic, inflammatory, profane, or other inappropriate material. We have no obligation to monitor posts to this Website; however, we reserve the right to review such posts and to remove any material that, in our sole judgment, is not appropriate.

8. Links to Third Party Websites. The Company does not review or control third party web sites that link to or from this Website, is not responsible for their content, and does not represent that their content is accurate or appropriate. Your use of such third party websites is on your own initiative and at your own risk and may be subject to the third party websites' terms of use. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by us, or any warranty of any kind, either express or implied.

9. Online Donations. To make donations through the Website ("Donations"), you must provide valid payment card and billing information. Such information will be collected by the Company. Your information will be collected and used in accordance with our Privacy Policy and these Terms. When you make Donations, you agree to donate the amount that is stated at the time of your donation, as well as any applicable taxes. You acknowledge and agree that a portion of the Donation, up to two percent (2%), may be retained by the Company to cover payment processing fees and other administrative costs. You agree to have your payment card billed for the total amount displayed at the time of your donation. By making Donations, you represent and warrant to us that you are capable of entering into a contract under the applicable law.

10. Nonprofit Organizations. The information provided to you on this Website is informational only and is meant solely to aid you in facilitating donations and volunteer opportunities. While we will use good faith efforts to determine the status of the nonprofit organizations using our Website, we do not provide guaranties about the status of the nonprofit organizations using our Website. This Website is not a substitute for you obtaining the research and information you need to make a decision regarding Donations and/or volunteer work. You hereby covenant not to sue, and release, indemnify and hold harmless, the Company and its affiliates, representatives, employees, owners, directors, agents, successors and assigns (collectively, the "Company Indemnified Parties") from any and all claims, losses, damages or liabilities relating to your use of the information provided to you on this Website or any decisions made or actions taken in reliance on such information.

11. Tax Implications. Nothing contained herein shall be deemed tax advice to any User of the Website on any matter with respect to his, her or its Donations. The Company has not obtained and will not seek to obtain a ruling from the Internal Revenue Service or an opinion of counsel as to any User's status as a nonprofit corporation for federal income tax purposes or as to any other issue. No representation is being made as to the aggregate net worth of any User or nonprofit organization using the Website. Each User should consult his, her or its own tax advisers as to the tax consequences of Donations made through the Website. Users are solely and exclusively responsible for collecting and reporting all taxes which may apply related to the use of the Website or related to the Donations made or collected through the Website. The Company shall not be responsible to collect or report any taxes which may apply to Donations. The Company does not offer any tax, accounting, financial, or legal advice. Users should consult their accountants, attorneys, or financial advisors for advice on these topics.

12. Grant of Licenses. Each party hereby grants to the other such rights and licenses as set forth herein, and no other licenses. Any rights not expressly granted herein are reserved by the licensor.

- i. Grant of License to Link to Website. Subject to the terms and conditions otherwise set forth in these Terms, Company hereby grants the User a limited, revocable, and nonexclusive right to create a hyperlink to the home page of the Website so long as the link does not portray us or our products or services in a false, misleading, derogatory, or offensive manner. The User may not use the Company logo, Company trademark, or Company's name or trademarks, or other proprietary graphic in the link without our prior written permission.
- ii. Grant of License in User Data. In order for the Company to provide the Website, the User must input certain data relating to the User's operations, marketing efforts, and business (collectively, the "User Data"). User hereby grants to Company a worldwide, non-exclusive, nontransferable, and revocable right and license to use, store, reproduce, host, generate, and maintain the User Data for purposes of making the Website available to User in accordance with these Terms. For the avoidance of doubt, as between Company and the User, User is and shall in the future remain the sole and exclusive owner of all right, title, and interest in and to, the User Data.

13. Additional Terms for Purchasers of Subscriptions. In order to receive Donations through this Website, you may purchase subscriptions ("Subscriptions") from us from time to time, provided you meet certain eligibility requirements. By registering for or purchasing any of the Subscriptions offered by the Company, you agree to be legally bound by the following additional terms.

- a. Nonprofit Organization Registration. If you are a nonprofit organization purchasing a Subscription and registering to use the Website, you agree that Company shall have the right to verify your status as a nonprofit organization before allowing your use of subscription-based features on the Website. Additionally, you agree to provide any documentation, reports or statements requested by Company from time to time for the verification of funds that you receive through the Website or from the Company. You agree to notify Company immediately if there is any change in your status, if you receive any notice regarding a potential change in your status, or if any circumstance occurs that may reasonably jeopardize your status as a nonprofit organization.
- b. Use of Donations. With the purchase of a Subscription, you will have the ability to collect Donations. You agree that any Donations received through the Website or from the Company shall be used strictly and exclusively for (i) charitable, humanitarian, or social welfare purposes in

accordance with applicable laws and regulations and (ii) a pre-approved purpose that aligns with the Company's mission and regulatory compliance. You further agree that any Donations received shall not be used for (i) any illegal, fraudulent, or unethical activity; (ii) political campaigns or lobbying efforts beyond legally permissible nonprofit activities; (iii) personal enrichment or any purpose outside the scope of your nonprofit organization's mission; (iv) any activity prohibited under the laws of the country where your nonprofit organization is registered or operates; or (v) any activities that promote, support, or are affiliated with terrorism, money laundering or other financial crimes (collectively, the "Forbidden Purposes"). You agree that in the event you have received Donations and used those Donations for any of the Forbidden Purposes, the Company shall have the right to terminate your account immediately and shall be entitled to any remedies available at law.

Donations can only be made through the Website. Company retains full discretion and control over the Donations. While best efforts will be used to allocate Donations in accordance with donor preferences, Company reserves the right to reallocate Donations to align with its mission and legal obligations if necessary. Donations will be distributed via grant to the applicable nonprofit organization in alignment with the Company's mission and compliance obligations.

- c. Fees and Payments. Company reserves the right to require a Subscription for certain features of the Website. Should you elect to subscribe to such features, you shall pay all applicable fees, as described on the Website in connection with such features. Company reserves the right to change its pricing and to institute new charges at any time, upon notice to you, which may be sent by email or posted on the Website. Use of the Website by you following such notification constitutes your acceptance of any new or increased charges.
- d. Payment Method. Company accepts certain credit cards and for Subscriptions will automatically charge your selected credit card for all applicable fees on a monthly or yearly basis, as applicable, depending on which Subscription you select, until you or we cancel your Subscription. With respect to our subscription-based services, the Subscription fees (plus any applicable taxes) will be billed when you first choose to open an account and each month or year (depending on which Subscription you select) thereafter unless and until you cancel your Subscription. Accounting charges for subscription-based products are fully earned upon payment and there are no refunds or credits for partially used months or years, as applicable. If any fees are not paid in a timely manner, or Company is unable to process your transaction using the credit card information provided, Company reserves the right to revoke access to your account. All information that you provide in connection with a monetary transaction through the Website must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any monetary transactions.

If you want to use a different credit card or if there is a change in your credit card validity or expiration date, you may edit your information by accessing your account setting page. If your credit card reaches its expiration date, your continued use of the Website constitutes your authorization for us to continue billing that credit card and you remain responsible for any uncollected amounts. It is your responsibility to keep your contact information and payment information current and updated.

- e. Cancellations/Refunds. Your Subscription will continue in effect unless and until you cancel your Subscription, or we terminate it. You may cancel your Subscription at any time; however, unless

otherwise stated on the Website with respect to a particular Subscription, there are no refunds for cancellation. You must cancel your Subscription before it renews each month or year (depending on which account you select) in order to avoid billing of the next month's/year's fees to your credit card. If you cancel before the end of your billing cycle, you have access to your account for the remainder of the billing cycle. In the event that Company suspends or terminates your account for your breach of these Terms, you understand and agree that you shall receive no refund or exchange for any unused time on a Subscription, any license or subscription fees, any content or data associated with your account, or for anything else.

14. Representations and Warranties. The User and the Company each represents and warrants to the other party that the warranting party: (i) has all requisite corporate power and authority to execute, deliver, and perform its obligations hereunder; (ii) is duly licensed, authorized, or qualified to do business and is in good standing in every jurisdiction in which a license, authorization, or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except when the failure to be so licensed, authorized, or qualified would not have a material, adverse effect on its ability to fulfill its obligations hereunder; (iii) will comply with all federal, state, and local laws and regulations applicable to it in the performance of its obligations hereunder and will obtain all applicable permits and licenses required of it in connection with its obligations hereunder; (iv) will avoid deceptive, misleading, or unethical practices that could adversely affect the performance of the other party's obligations under these Terms or, during the term, damage the reputation of the other party; and (v) has not entered into any agreement with a third party, the performance of which is reasonably likely to prevent it or the other party from performing fully its respective obligations hereunder. The User additionally represents, warrants, and covenants that if the User is an individual that is registering on behalf of an organization, then such individual has the authority to bind such organization to these Terms, and any reference in these Terms to the "User" shall mean and include such organization. Company additionally represents, warrants, and covenants that the Website and all underlying technologies do not and shall not infringe, misappropriate, or violate any intellectual property rights, privacy, or publicity rights, or other rights of any third party, or any law, rule, or regulation promulgated by any government or regulatory body.

15. Confidential Information. Each party acknowledges that, during the term of these Terms, each party may obtain proprietary, intellectual property and other confidential information relating to the other's business, customers, suppliers, current and future products and services, and other matters (collectively the "Confidential Information"). Confidential Information shall include the User Data. Ownership of Confidential Information shall not pass from the party owning such information (for purposes of this paragraph, the "Owner") to the other party (for purposes of this paragraph, the "Receiving Party") by virtue of these Terms, and Owner shall retain all right and title to the Confidential Information. Each party hereby acknowledges and agrees that the Confidential Information constitutes and contains valuable proprietary information and trade secrets of the other party, and embodies substantial creative efforts and confidential information, ideas, and expressions. Each party agrees: (i) to protect the Confidential Information from unauthorized dissemination and use; (ii) to use the Confidential Information only for the performance of the Receiving Party's obligations and in connection with the exercise of the Receiving Party's rights hereunder; (iii) not to disclose any Confidential Information, or any part or parts thereof, to any of its employees, agents, or contractors other than those employees who are aware of the confidentiality obligations imposed by this Section 15; (iv) not to disclose or otherwise provide to any third party, without the prior written consent of the Owner, any Confidential Information or any part or parts thereof; (v) to undertake whatever action is necessary to prevent or remedy any breach of the confidentiality obligations set forth herein or any other unauthorized disclosure of any Confidential Information by its current or former employees, agents, or contractors; and (vi) not to remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential

Information. The foregoing restrictions pertaining to the Confidential Information shall not apply with respect to any Confidential Information that: (i) was or becomes publicly known through no fault of the Receiving Party; (ii) was known by the Receiving Party before receipt from the Owner, as evidenced by the Receiving Party's written records; (iii) becomes known to the Receiving Party without confidential or proprietary restriction from a source other than the Owner that does not owe a duty of confidentiality to the Owner with respect to such Confidential Information; or (iv) is independently developed by the Receiving Party without the use of the Confidential Information, as evidenced by the Receiving Party's written records. In addition, the Receiving Party may use or disclose Confidential Information to the extent the Receiving Party is legally compelled to disclose such Confidential Information; provided, however, prior to any such compelled disclosure the Receiving Party shall cooperate fully with the Owner in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information.

16. Security and Passwords. The User is solely responsible for maintaining the confidentiality of the User's password and account and for any and all statements made and acts or omissions that occur through the use of the User's password and account. Therefore, the User must take steps to ensure that others do not gain access to the User's password and account. Our personnel will never ask the User for its password. The User may not transfer or share its account with anyone, and we reserve the right to immediately terminate the User's account if it does transfer or share its account.

17. Limitation on Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR EXPECTED SAVINGS OR OTHER ECONOMIC LOSSES, OR FOR INJURY TO PERSONS OR PROPERTY) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, REGARDLESS OF WHETHER SUCH FIRST PARTY KNOWS OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY TO ALL CLAIMS AND ACTIONS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR ANY OTHER GROUNDS. NOTWITHSTANDING THE FOREGOING, EACH PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ACTUAL DAMAGES ARISING FROM ANY BREACH OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED AT LAW, THE COLLECTIVE LIABILITY OF THE COMPANY AND ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, FOR DAMAGES TO THE USER FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT, FRAUD, NEGLIGENCE, PRODUCTS LIABILITY, AND STRICT LIABILITY), SHALL BE LIMITED TO THE AMOUNT OF PAYMENTS ACTUALLY RECEIVED BY COMPANY FROM USER WITHIN SIX (6) MONTHS PRIOR TO THE DATE OF THE CLAIM.

18. Disclaimer. EXCEPT AS SET FORTH HEREIN, NEITHER THE COMPANY NOR ITS AFFILIATES MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE WEBSITE OR ANY OTHER MATTER CONTEMPLATED BY THIS AGREEMENT.

19. Indemnification by Company. Company shall indemnify, defend, pay, and hold the User and its representatives, successors, and assigns (collectively, the "User Indemnified Parties") harmless from and

against any and all loss, damage, expense, cost, or liability asserted against any of the User Indemnified Parties and arising out of or resulting from any breach by the Company of any representation, warranty, or covenant herein contained.

20. Indemnification by User. User shall indemnify, defend, pay, and hold the Company, its Affiliates, licensors, and service providers, and its and their respective officers, directors, shareholders, agents, employees, contractors, licensors, representatives, successors, and assigns (collectively, the “Company Indemnified Parties”) harmless from and against any and all claims, judgments, awards, losses, damages, expenses, costs, liabilities, or fees (including all of its attorneys’ fees and costs) asserted against any of the Company Indemnified Parties and arising out of or resulting from: (i) any breach by the User of any representation, warranty, or covenant herein contained; (ii) the use of the Website or the User Data; (iii) any data generated by the Website; and (iv) User’s operation of its business, use of the User Data, and any of User’s obligations under applicable law or under contracts with third parties to keep the User Data confidential.

21. Definition of “Affiliate”. The term “Affiliate” means with respect to the Company, any other person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the Company. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, membership on the board of directors of the person, or otherwise, and the terms “controlled” and “controlling” have meanings correlative thereto.

22. Entirety. These Terms, including the Privacy Policy and any supplemental terms, policies, guidelines, and rules that may be posted on the Website from time to time, embody the entire agreement between the parties concerning the matter dealt with herein and supersedes all prior agreements or understandings as may relate to the proposed transaction completed hereby. Notwithstanding the foregoing, the User and the Company may, from time to time, enter into a separate writing, understanding or agreement. In the event of any inconsistency between these Terms and such separate writing, understanding, or agreement, such separate writing, understanding, or agreement shall control.

23. Relationship Between Parties. The parties to these Terms are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party will have any right, power, or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. These Terms will not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party. Company shall provide all tools, materials, training, hiring, supervision, work policies and procedures, and be responsible for the compensation, discipline, and termination of employees of the Company.

24. Assignment. User may not assign any of its rights under these Terms or delegate any of its obligations without the prior written consent of the Company, which consent shall not be unreasonably withheld. Company may assign and subcontract any of its rights or obligations under these Terms without the User’s consent. These Terms are binding upon and enforceable by each party’s permitted successors and assignees. Any assignment in violation of this Section 26 is null and void.

25. Non-Exclusivity. These Terms shall be non-exclusive for both parties, and nothing in these Terms shall be read to preclude either party from entering into a similar agreement with a third party.

26. Excusable Delay. Neither party shall be liable for failure to perform its obligations hereunder due to causes beyond its control, including but not limited to, acts of God, fire, flood, or other catastrophes;

strikes, lock-outs, pandemics, epidemics, work stoppages or other labor difficulties, denial of service attacks, damage to transmission lines or devices, or power failures.

27. Infringement; The Digital Millennium Copyright Act Notice. This Website is an Internet "service provider" under the Digital Millennium Copyright Act, 17 U.S.C. Section 512 ("DMCA"). As required by the DMCA, this Website maintains specific contact information provided below, including an e-mail address, for notifications of claimed infringement regarding materials posted to this Website. All notices should be e-mailed to the contact person named below (our agent for notice of claimed infringement):

James J. Dargusch
1415 Ocean Shore Blvd Apt 101
Ormond Beach, FL 32176
609-970-9493
jarrett@givunity.com

You may contact us for notice of claimed infringement specified above with complaints regarding allegedly infringing posted material and we will investigate those complaints. If the posted material is believed in good faith by us to violate any applicable law, we will remove or disable access to any such material, and we will notify the posting party that the material has been blocked or removed.

In notifying us of alleged copyright infringement, the DMCA requires that you include the following information: (i) description of the copyrighted work that is the subject of claimed infringement; (ii) description of the infringing material and information sufficient to permit us to locate the alleged material; (iii) contact information for you, including your address, telephone number, and/or e-mail address; (iv) a statement by you that you have a good faith belief that the material in the manner complained of is not authorized by the copyright owner, or its agent, or by the operation of any law; (v) a statement by you, signed under penalty of perjury, that the information in the notification is accurate and that you have the authority to enforce the copyrights that are claimed to be infringed; and (vi) a physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner's behalf. Failure to include all of the above-listed information may result in the delay of the processing of your complaint.

28. Governing Law. These Terms shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to principles of conflict of laws.

29. Venue and Jurisdiction. The courts of Volusia County in the State of Florida, USA and the nearest U.S. District Court shall be the exclusive jurisdiction and venue for all legal proceedings that are not arbitrated under these Terms. By execution and/or adoption of these Terms, each party hereby submits to the exclusive in personam jurisdiction of all courts of Volusia County, Florida and the nearest U.S. District Court.

30. Waiver. No waiver of any of the provisions of these Terms shall be deemed to or shall constitute a waiver of any other provision hereof (whether or not similar).

31. Headings. The Section headings used herein are for convenience of reference only and shall not define or limit the provisions of these Terms.

32. Attorneys' Fees and Costs. In the event any party brings suit in regard to these Terms, the prevailing party shall recover from the non-prevailing party its reasonable expenses, court costs, and attorneys' fees. As used herein, expenses, court costs, and attorneys' fees include expenses, court costs, and attorneys' fees incurred pre-litigation and in any appellate proceeding. If the prevailing party rejects a

written settlement offer that exceeds its recovery, the offering party will be entitled to its reasonable attorney's fees and costs.

33. ECPA Notice. We intend to be fully compliant with the Electronic Communications Privacy Act of 1986, 18 U.S.C. Sections 2701-2711 (the "ECPA"). The ECPA permits our limited ability to intercept and/or disclose electronic messages, including, for example (i) as necessary to operate our system or to protect our rights or property, (ii) upon legal demand (court orders, warrants, subpoenas), or (iii) where we receive information inadvertently which appears to pertain to the commission of a crime. This Website is not considered a "secure communications medium" under the ECPA.

34. USA Patriot Act Notice. The U.S. federal USA Patriot Act ("USA Patriot Act") provides generally for the operator of a communication host and law enforcement to be able to monitor any content, upon request of the operator. We anticipate fully complying with all our obligations, and availing ourselves of all our rights, under the USA Patriot Act.

35. California Residents. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR".

36. Intended for Use Only in The United States. This Website is controlled and operated by Company from its offices within the United States. Company does not represent that this Website is appropriate or available for use elsewhere; access to this Website from locations where its contents are illegal is not authorized. If you access this Website from outside the United States, you do so on your own initiative and at your own risk.

37. Authority; Eligibility. In accordance with the Children's Online Privacy Protection Act, children under the age of 13 are prohibited from using this Website. If you are a parent or guardian of a minor child, you may use this Website in compliance with these Terms and the Privacy Policy on their behalf, and any reference to "you" or "your" in these Terms shall refer to such minor child. Membership on this Website is null and void if prohibited by applicable law. By using the Website, you represent and warrant to us that you are at least 18 years of age, that you have the proper right, authority and capacity to enter into these Terms on your behalf or on behalf of another person, and that you will abide by the terms and conditions contained in these Terms. If you are under 18 years of age, you represent and warrant to us that you are using this Website with the involvement and consent of your parent or guardian.

38. Severability. If any one or more provisions of these Terms or in any instrument or other document delivered pursuant to these Terms, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the validity, legality, and enforceability of the remainder of these Terms, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected or impaired thereby, and each provision of these Terms shall be valid and enforceable to the fullest extent permitted by law and the parties shall negotiate in good faith a substantively comparable and enforceable provision to replace the unenforceable provision.

39. Notices. Unless otherwise provided, notices provided under these Terms must be in writing and delivered by e-mail. The notice will be deemed given on the day the notice is received and at the local time of the receiving machine. Notices must be e-mailed to the following e-mail address or at such other e-mail address as may be later designated by notice: jarrett@givunity.com.

40. Number and Gender. Where appropriate to the construction hereof, the singular and plural number, and the masculine, feminine and neuter gender, shall be interchangeable.