

TERMS OF SERVICE

Effective Date: December 19, 2014

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICE.

SECTION 10 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IT AFFECTS YOUR RIGHTS ABOUT HOW TO RESOLVE ANY DISPUTE WITH FAMILY OF 3. PLEASE READ IT

Introduction and Overview

Welcome! You have arrived at the www.familyof3.org website and/or are otherwise interacting with our Service (defined below), which is owned and operated by Family of 3, a Robert Griffin III Foundation (collectively, “**Family of 3**,” “**we**,” “**our**,” or “**us**”). These Terms of Service (“**Terms**”) govern your use of any online service location (*e.g.*, website or mobile app) that posts a link to these Terms (“**Site**”) (including both mobile and online versions). It also applies to your use of all features, widgets, plug-ins, applications, content, downloads and/or other services, if any, that (i) we own and control and make available through a Site, and/or (ii) that post or link to these Terms (collectively, with the Site, the “**Service**”), regardless of how you access or use it, whether via computer, mobile device or otherwise. By using the Service, you acknowledge and accept the Service’s [Privacy Policy](#) and consent to the collection and use of your data in accordance with the [Privacy Policy](#). By using the Service, you further agree that Family of 3 may change, alter, or modify the settings or configurations on your Device (defined below) in order to allow for or optimize your use of the Service. Consequently, by interacting with and/or using the Service, you signify your assent and agreement to these Terms. If you do not agree to these Terms, you must not use the Service.

If You Want to Use This Service,

then carefully read these entire Terms (including all links to details), as they constitute a written agreement between you and us and they affect your legal rights and obligations. The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms. If you are under the age of majority in your jurisdiction of residence, you may use the Service only with involvement of a parent or guardian who agrees to these Terms and to be responsible for your use.

Each time you access and/or use the Service (other than to simply read these Terms), you agree to be bound by and comply with these Terms and any applicable Additional Terms then posted (subject to [Section 14](#)). Therefore, ***do not use the Service if you do not agree***. The business realities associated with operating the Service are such that, without the conditions that are set forth in these Terms – such as your grants and waivers of rights, the limitations on our liability, your indemnity of us, and our arbitration of certain disputes – we would not make the Service available to you.

In some instances, both these Terms and separate guidelines, rules, or terms of service setting forth additional or different terms and/or conditions will apply to your use of the Service or to a service offered via the Service (in each such instance, and collectively “**Additional Terms**”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise. Please also review the terms of the Service’s [Privacy Policy](#), which you accept by using the Service.

Full Details of Terms of Service

1. Service Content, Ownership, Limited License, and Rights of Others

A. Content. The Service contains a variety of: (i) materials and other items relating to Family of 3 and its services and activities, and similar items from our affiliates, licensors and other third parties, including all layout, information, articles, posts, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Service, and the compilation, assembly, and arrangement of the materials of the Service and any and all copyrightable material (including source and object code); (ii) trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of Family of 3 (collectively, “**Trademarks**”); and (iii) other forms of intellectual property (all of the foregoing, collectively “**Content**”).

B. Ownership. The Service (including past, present, and future versions) and the Content are owned or controlled by Family of 3 and our licensors and certain other third parties. All right, title, and interest in and to the Content available via the Service is the property of Family of 3 or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible. Family of 3 owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service.

C. Limited License. Subject to your strict compliance with these Terms and the Additional Terms, Family of 3 grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to (i) download (temporary storage only), display, view, use, play, and/or print one copy of the Content (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a personal computer, mobile phone or other wireless device, or other Internet enabled device (each, a “**Device**”) and/or print one copy of the Content for your personal, non-commercial use only. The foregoing limited license (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in Family of 3’ sole discretion, and without advance notice or liability. In some instances, we may permit you to have greater access to and use of Content, subject to certain Additional Terms.

D. Reservation of All Rights Not Granted As To Content and Service. These Terms and any applicable Additional Terms include only narrow, limited grants of rights to Family of 3 Content and to use and access the Service. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by Family of 3 and its licensors and other third parties. ***Any unauthorized use of any Family of 3 Content or the Service for any purpose is prohibited.***

2. Submissions. You agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials, or other information, provided by you in the form of e-mail to Family of 3 or posting to Family of 3’ website are non-confidential (provided that provision of your personal information is subject to Family of 3’ Privacy Policy) and you grant Family of 3 a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such materials throughout the world in any media now known or hereafter developed with or without acknowledgment to you in Family of 3’ sole discretion and without compensation to you. You also grant to Family of 3 the right to use your name in connection with the submitted materials and other information as well as in connection with all advertising, marketing and promotional material related thereto. You agree that you shall have no recourse against Family of 3 for any alleged or actual infringement or misappropriation of any proprietary right in your submitted materials and that the submission of

any such materials to Family of 3, including the posting of materials to any forum or interactive area on Family of 3' website, irrevocably waives any and all "moral rights" in such materials, including the rights of paternity and integrity. You represent and warrant that you own or otherwise control all of the rights to the material that you post; that the material is accurate; that use of the material you supply does not violate this Agreement and will not cause injury to any person or entity; and that you will indemnify Family of 3 for all claims resulting from material you supply.

In your communications with Family of 3, please keep in mind that we do not seek any unsolicited ideas or materials for services, or even suggested improvements to services, including, without limitation, ideas, concepts, inventions, or designs for products or otherwise (collectively, "**Unsolicited Ideas and Materials**"). Any Unsolicited Ideas and Materials you post on or send to us are deemed user submitted materials and licensed to us as set forth above. In addition, Family of 3 retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. Family of 3' receipt of your Unsolicited Ideas and Materials is not an admission by Family of 3 of their novelty, priority, or originality, and it does not impair Family of 3' right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials.

3. Service and Content Use Restrictions

A. Service Use Restrictions. You agree that you will not: (i) use the Service for any political or commercial purpose (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ii) use any meta tags or any other "hidden text" utilizing any Trademarks; (iii) engage in any activities through or in connection with the Service that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party, or are otherwise objectionable to Family of 3; (iv) to the maximum extent permitted by applicable law, reverse engineer, decompile, disassemble, reverse assemble, or modify any Service source or object code or any software or other products, services, or processes accessible through any portion of the Service; (v) engage in any activity that interferes with a user's access to the Service or the proper operation of the Service, or otherwise causes harm to the Service, Family of 3, or other users of the Service; (vi) interfere with or circumvent any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Service, and the Content; (vii) harvest or otherwise collect or store any information (including personally identifiable information about other users of the Service, including e-mail addresses, without the express consent of such users); (viii) attempt to gain unauthorized access to the Service, other computer systems or networks connected to the Service, through password mining or any other means; or (ix) otherwise violate these Terms or any applicable Additional Terms.

B. Content Use Restrictions. You also agree that, in using the Service: (i) you will not monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Service by using any robot, rover, "bot", spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) you will not frame or utilize framing techniques to enclose any such Content (including any images, text, or page layout); (iii) you will keep intact all Trademark, copyright, and other intellectual property notices contained in such Content; (iv) you will not use such Content in a manner that suggests an unauthorized association with any of our or our licensors' products, services, or brands; (v) you will not make any modifications to such Content; (vi) you will not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third party or on any third-party application or website, or otherwise use or exploit such Content in any way for

any purpose except as specifically permitted by these Terms or any applicable Additional Terms or with the prior written consent of an officer of Family of 3 or, in the case of Content from a licensor, the owner of the Content; and (vii) you will not insert any code or product to manipulate such Content in any way that adversely affects any user experience.

C. Availability of Service and Content. Family of 3 may immediately suspend or terminate the availability of the Service and Content (and any elements and features of them), in whole or in part, for any reason, in Family of 3' sole discretion, and without advance notice or liability.

D. Reservation of All Rights Not Granted as to Content and Service. These Terms and any applicable Additional Terms include only narrow, limited grants of rights to make use of Content and to use and access the Service. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by Family of 3 and its licensors and other third parties. *Any unauthorized use of any Content or the Service for any purpose is prohibited.*

4. Notices, Questions and Customer Service

You agree that: (1) we may give you notices of new, revised or changed terms and other important matters by prominently posting notice on the home page of the Service, or in another reasonable manner; and (2) we may contact you by mail or e-mail sent to the address provided by you. You agree to promptly notify us if you change your e-mail or mailing address. All legal notices to us must be sent to Family of 3, a Robert Griffin III Foundation, c/o MS GIFT, P.O. Box 990212, Boston, MA 02199; Attn: Legal Department.

If you have a question regarding using the Service, you may contact Family of 3 Customer Support by sending an e-mail to support@familyof3.org. You acknowledge that the provision of customer support is at Family of 3' sole discretion and that we have no obligation to provide you with customer support of any kind.

5. Product Specifications; Pricing; Typographical Errors

We do our best to describe every product or service offered on this Service as accurately as possible. However, we are human, and therefore we do not warrant that product specifications, pricing, or other content on the Service is complete, accurate, reliable, current, or error-free. In the event of any errors relating to the pricing or specifications, Family of 3 shall have the right to refuse or cancel any orders in its sole discretion. If we charged your credit card or other account prior to cancellation, we will issue a credit to your account in the amount of the charge. Applicable Additional Terms may apply. If a product you purchased from Family of 3 is not as described, your sole remedy is to return it in unused condition, complete and undamaged, in the original packaging.]

6. Seller; Risk of Loss

Family of 3, a Robert Griffin III Foundation is the seller of all goods and services on the Service. Except as otherwise set forth herein, the risk of loss for and title to products purchased on the Site passes to the purchaser upon delivery to the carrier. If applicable, you agree to pay any sales or use tax on your purchase, as well as any shipping or delivery charges.

7. Links By You To the Service

We grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to create hyperlinks to the Service, so long as: (a) the links only incorporate text, and do not use any stylized Trademarks, (b) the links and the content on your website do not suggest any

affiliation with Family of 3 or cause any other confusion, and (c) the links and the content on your website do not portray Family of 3 or its services in a false, misleading, derogatory, or otherwise offensive matter, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party or are otherwise objectionable to Family of 3. Family of 3 reserves the right to suspend or prohibit linking to the Service for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third party.

8. Third-Party Sites; Advertisements; Dealings with Third Parties.

A. Third-Party Content and Sites; Advertisements. The Service may contain third party plug-ins and/or applications, and/or links to third-party websites that are not owned, controlled or operated by Family of 3, and the Service may also include links to third-party ads, tools and/or other content on the Service or otherwise, to or from third-party sites (collectively, “**Third-Party Sites**”), including websites operated by advertisers, and certain other third parties who may have business relationships with Family of 3. We may also host our content, apps and tools on Third-Party Sites. Family of 3 may have no control over the content, operations, policies, terms, or other elements of Third-Party Sites, and Family of 3 does not assume any obligation to review any Third-Party Sites. Family of 3 does not necessarily endorse, approve, or sponsor any Third-Party Sites, or any third-party content, advertising, information, materials, products, services, or other items. Furthermore, Family of 3 is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such Third-Party Sites. Finally, Family of 3 will under no circumstances be liable for any direct, indirect, incidental or special loss or other damage, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within these Third-Party Sites. Any activities you engage in connection with any of the same are subject to the privacy and other policies, terms and conditions of use and/or sale, and rules issued by the operator of the Third-Party Sites. Family of 3 **DISCLAIMS ALL LIABILITY IN CONNECTION THEREWITH.**

B. Dealings with Third Parties. Any interactions, correspondence, transactions, and other dealings that you have with any third parties found on or through the Service (including on or via Third-Party Sites or advertisements and job postings on Family of 3’ website) are solely between you and the third party (including issues related to the content of third-party advertisements, payments, delivery of goods, warranties (including product warranties), privacy and data security, and the like). Family of 3 **DISCLAIMS ALL LIABILITY IN CONNECTION THEREWITH.**

9. Terms Applicable to Donations or Purchases Made on the Site

A. Generally. To donate to Family of 3 through the Site or to participate in an auction, you must be at least eighteen (18) years of age or the applicable age of majority in your jurisdiction of residence. If you intend to buy an item offered in a fundraising event, you agree that you are obligated to complete the transaction if (1) you are the highest bidder for an item at the end of an auction (assuming you meet any minimum bid or reserve requirements for the specific auction) and your bid is accepted; or (2) you purchase an item that is offered for a fixed-price. Prior to the donation or delivery of an item if you are the winning bidder, you must provide a valid credit card number and associated payment information including all of the following: (i) your name as it appears on the card, (ii) your credit card number, (iii) the credit card type, (iv) the date of expiration, and (v) any activation numbers or codes needed to charge your card. By submitting that information to us or our credit card processor, you hereby agree that you authorize us and/or our processor to charge your card at our convenience but within thirty (30) days of credit card authorization. For any recurring donation (e.g., monthly donation), Family of 3 or its payment processor will automatically bill your credit card or other form of payment submitted as

part of the donation registration process for such amount. All donations are final and not subject to refund.

B. Methods for Making Donations and Purchases; Credit Card Terms. All donations, including those in connection with a winning bid, must be made by Visa, MasterCard, Discover, American Express, or other payment method accepted by our payment processor. We currently do not accept cash, personal or business checks or any other payment form through the Service, although in the future we may change this policy. Your card issuer agreement governs your use of your designated card, and you must refer to that agreement and not these Terms to determine your rights and liabilities as a cardholder. You hereby represent and warrant that you will not use any credit card or other form of payment unless you have all necessary legal authorization to do so. YOU, AND NOT Family of 3 ARE RESPONSIBLE FOR PAYING ANY UNAUTHORIZED AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY. Unless you notify Family of 3 of any discrepancies within thirty (30) days after they first appear on your credit card statement, you agree that they will be deemed accepted by you for all purposes. If Family of 3 does not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by Family of 3 or its agents.

10. Dispute Resolution

Certain portions of this Section 10 are deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act. You and Family of 3 agree that we intend that this Section 10 satisfies the “writing” requirement of the Federal Arbitration Act and/or the New York Convention of 1958. This Section 10 can only be amended by mutual agreement.

A. First – Try to Resolve Disputes and Excluded Disputes. If any controversy, allegation, or claim arises out of or relates to the Site, and/or the Content, these Terms, or any Additional Terms, whether heretofore or hereafter arising (collectively, “**Dispute**”), or to any of Family of 3’ actual or alleged intellectual property rights (an “**Excluded Dispute**”, which includes those actions set forth in Section 10(D)), then you and we agree to send a written notice to the other providing a reasonable description of the Dispute or Excluded Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section 10(A). Your notice to us must be sent to: Family of 3, a Robert Griffin III Foundation, c/o MS GIFT, P.O. Box 990212, Boston, MA 02199; Attn: Legal Department. For a period of sixty (60) days from the date of receipt of notice from the other party, Family of 3 and you will engage in a dialogue in order to attempt to resolve the Dispute or Excluded Dispute, though nothing will require either you or Family of 3 to resolve the Dispute or Excluded Dispute on terms with respect to which you and Family of 3, in each of our sole discretion, are not comfortable.

B. Binding Arbitration. If we cannot resolve a Dispute as set forth in Section 10(A) (or agree to arbitration in writing with respect to an Excluded Dispute) within sixty (60) days of receipt of the notice, then ANY AND ALL DISPUTES ARISING BETWEEN YOU AND Family of 3 (WHETHER BASED IN CONTRACT, STATUTE, REGULATION, ORDINANCE, TORT – INCLUDING, BUT NOT LIMITED TO FRAUD, ANY OTHER INTENTIONAL TORT, OR NEGLIGENCE – COMMON LAW, CONSTITUTIONAL PROVISION, RESPONDEAT SUPERIOR, AGENCY OR ANY OTHER LEGAL OR EQUITABLE THEORY), WHETHER ARISING BEFORE OR AFTER THE EFFECTIVE DATE OF THESE TERMS, MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION. THIS INCLUDES ANY AND ALL DISPUTES BASED ON ANY SERVICE OR ADVERTISING CONNECTED TO THE PROVISION OR USE OF THE SERVICE. The Federal Arbitration Act (“**FAA**”), not state law, shall govern the arbitrability of all disputes between Family of 3 and you regarding these Terms (and any Additional Terms) and the Service. Family of 3 and you agree,

however, that New York or federal law shall apply to and govern, as appropriate, any and all claims or causes of action, remedies, and damages arising between you and Family of 3 regarding these Terms and the Service, whether arising or stated in contract, statute, common law, or any other legal theory, without regard to New York's choice of law principles. BY AGREEING TO ARBITRATE, EACH PARTY IS GIVING UP ITS RIGHT TO GO TO COURT AND HAVE ANY ARBITRATION DISPUTE HEARD BY A JUDGE OR JURY. Family of 3 and you agree, however, that New York or federal law shall apply to and govern, as appropriate, any and all claims or causes of action, remedies, and damages arising between you and Family of 3 regarding these Terms and the Service, whether arising or stated in contract, statute, common law, or any other legal theory, without regard to New York's choice of law principles.

Disputes will be resolved solely by binding arbitration in accordance with the then-current commercial Arbitration Rules of the American Arbitration Association ("AAA") except as modified herein, and in accordance with the the AAA's Supplementary procedures for Consumer Related Disputes. The arbitration will be administered by the AAA with one arbitrator appointed. If a party properly submits the Dispute to the AAA for formal arbitration and the AAA is unwilling to get a hearing then either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. ("JAMS") using JAMS' streamlined Arbitration Rules and Procedures, or by any other arbitration administration service that you and an officer or legal representative of Family of 3 consent to in writing. If an in-person arbitration hearing is required, then it will be conducted in the "metropolitan statistical area" (as defined by the U.S. Census Bureau) where you are a resident at the time the Dispute is submitted to arbitration. You and we will pay the administrative and arbitrator's fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require Family of 3 to pay a greater portion or all of such fees and costs in order for this Section 10 to be enforceable, then Family of 3 will have the right to elect to pay the fees and costs and proceed to arbitration. The arbitrator will apply applicable law and the provisions of these Terms and any Additional Terms, will be bound by these Terms and any Additional Terms, will determine any Dispute according to the applicable law and facts based upon the record and no other basis, and will issue a short reasoned award only in favor of the individual party seeking relief and only to the extent to provide relief warranted by that party's individual claim. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration and class action waiver provisions are for the court to decide. This arbitration provision shall survive termination of these Terms or the Service. You can obtain AAA procedures, rules and fee information as follows: 800. 778. 7879 and; <http://www.adr.org>.

C. Limited Time To File Claims. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A DISPUTE (BUT NOT AN EXCLUDED DISPUTE) AGAINST THE OTHER, THEN YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH IN SECTION 8(A) OR FILING A CLAIM IN SMALL CLAIMS COURT AS SET FORTH BELOW) WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES – OR IT WILL BE FOREVER BARRED.

D. Injunctive Relief. The foregoing provisions of this Section 10 will not apply to any legal action taken by Family of 3 to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Site, any Content, and/or Family of 3' intellectual property rights (including such rights Family of 3 may claim that may be in dispute), Family of 3' operations, and/or Family of 3' services.

E. No Class Action Matters. YOU AND FAMILY OF 3 AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING OR AS AN ASSOCIATION. Disputes will be arbitrated only on an individual basis and will not be joined or consolidated with any other

arbitrations or other proceedings that involve any claim or controversy of any other party. There shall be no right or authority for any Dispute to be arbitrated on a class action basis or on any basis involving Disputes brought to a purported representative capacity on behalf of the general public, or other persons or entities similarly situated. But if, for any reason, any court with competent jurisdiction holds that this restriction is unconscionable or unenforceable, then our agreement in Section 10(B) to arbitrate will not apply and the Dispute must be brought exclusively in court pursuant to Section 10(F). Notwithstanding any other provision of this Section 10, or applicable rule of AAA, any and all issues relating to the scope, interpretation and enforceability of this Section 10(E), including the class action waiver provisions contained herein, are to be decided only by a court of competent jurisdiction, and not by the arbitrator. The arbitrator does not have the power to vary there class action waiver provisions.

F. Federal and State Courts in New York, NY. Except to the extent that arbitration is required in Section 10(B), and except as to the enforcement of any arbitration decision or award, any action or proceeding relating to any Dispute or Excluded Dispute may only be instituted in state or Federal court in New York, New York. Accordingly, you and Family of 3 consent to the exclusive personal jurisdiction and venue of such courts for such matters.

G. Small Claims Matters Are Excluded From Arbitration Requirement. Notwithstanding the foregoing, either of us may bring qualifying claim of Disputes (but not Excluded Disputes) in small claims court, subject to Section 10(F).

11. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR SOLE RISK.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED ON AN “AS IS”, “AS AVAILABLE”, AND “WITH ALL FAULTS” BASIS. Therefore, to the fullest extent permissible by law, Insurance Federation of New York, Inc., and its affiliates and each of their respective employees, directors, members, managers, shareholders, agents, successors, and assigns (collectively, “**Family of 3 Parties**”) hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to:

- (a) the Service (including the Content);
- (b) the functions, features, or any other elements on, or made accessible through, the Service;
- (c) any products, services, or instructions offered or referenced at or linked through the Service;
- (d) whether the Service or the servers that make the Service available are free from any harmful components (including viruses, Trojan horses, and other technologies that could adversely impact your Device);
- (e) whether the information (including any instructions) on the Service is accurate, complete, correct, adequate, useful, timely, or reliable;
- (f) whether any defects to or errors on the Service will be repaired or corrected;
- (g) whether your access to the Service will be uninterrupted;
- (h) whether the Service will be available at any particular time or location; and
- (i) whether your use of the Service is lawful in any particular jurisdiction.

EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN OR IN ADDITIONAL TERMS PROVIDED BY AN Family of 3 PARTY, Family of 3 PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS.

Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimers may not apply to the extent such jurisdictions' laws are applicable, and you may have additional rights.

12. LIMITATIONS OF OUR LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ANY FAMILY OF 3 PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages of any kind, including without limitation loss of profits, that are directly or indirectly related to:

- (a) the Service (including the Content);
- (b) your use of or inability to use the Service, or the performance of the Service;
- (c) any action taken in connection with an investigation by Family of 3 Parties or law enforcement authorities regarding your access to or use of the Service;
- (d) any action taken in connection with copyright or other intellectual property owners or other rights owners;
- (e) any errors or omissions in the Service's technical operation; or
- (f) any damage to any user's computer, hardware, software, modem, or other equipment or technology, including damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line, or network failure or any other technical or other malfunction, including losses or damages in the form of lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or equipment failure or malfunction.

The foregoing limitations of liability will apply even if any of the foregoing events or circumstances were foreseeable and even if Family of 3 Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Service).

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages of the sort that are described above, so the above limitation or exclusion may not apply to you, and you may have additional rights.

EXCEPT AS MAY BE PROVIDED IN ANY APPLICABLE ADDITIONAL TERMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL FAMILY OF 3 PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH

YOUR ACCESS TO AND USE OF THE SERVICE AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID FAMILY OF 3 IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S); PROVIDED, HOWEVER, THIS PROVISION WILL NOT APPLY IF A COURT OR TRIBUNAL WITH APPLICABLE JURISDICTION FINDS SUCH TO BE UNCONSCIONABLE.

13. Waiver of Injunctive or Other Equitable Relief

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE SERVICE, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY FAMILY OF 3.

14. Updates to Terms. These Terms (or if applicable Additional Terms), in the form posted at the time of your use of the applicable services to which it applies, shall govern such use (including transactions entered during such use). AS OUR SERVICE EVOLVES, THE TERMS AND CONDITIONS UNDER WHICH WE OFFER THE SERVICE MAY PROSPECTIVELY BE MODIFIED AND WE MAY CEASE OFFERING THE SERVICE UNDER THE TERMS OR APPLICABLE ADDITIONAL TERMS FOR WHICH THEY WERE PREVIOUSLY OFFERED. ACCORDINGLY, EACH TIME YOU USE THE SERVICE YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND CONDITIONS AND YOU AGREE THAT WE MAY NOTIFY YOU OF ADDITIONAL TERMS BY POSTING THEM ON THE SERVICE (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE SERVICE AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE ADDITIONAL TERMS FOR YOUR NEW USE AND TRANSACTIONS. Therefore, you should review the posted Terms and any applicable Additional Terms each time you use the Service. The applicable Additional Terms will be effective as to new use and transactions as of the time that we post them or such later date as may be specified in them or in other notice to you. However, the Terms (and any applicable Additional Terms) that applied when you previously used the Service will continue to apply to such prior use and any specific term to which we previously committed to apply those terms (if applicable) (i.e., changes and additions are prospective only) unless mutually agreed. In the event any notice to you of new, revised or additional terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You should frequently check the home page, and the e-mail you associated with your account for notices, all of which you agree are reasonable manners of providing you notice. You can reject any new, revised or Additional Terms by discontinuing use of the Service and related services.

15. General Provisions

A. Family of 3's Consent or Approval. As to any provision in these Terms or any Additional Terms that grants Family of 3 a right of consent or approval, or permits Family of 3 to exercise a right in its "sole discretion," Family of 3 may exercise that right in its sole and absolute discretion. No Family of 3 consent or approval may be deemed to have been granted by Family of 3 without being in writing and signed by an officer of Family of 3.

B. Applicable Law. These Terms and any applicable Additional Terms will be

governed by and construed in accordance with, and any Dispute and Excluded Dispute will be resolved in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions, unless the applicable laws of your jurisdiction of residence require that the laws of such jurisdiction govern, in which case the laws of such jurisdiction are to govern.

C. Indemnity. You agree to, and you hereby, defend, indemnify, and hold Family of 3 Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Family of 3 Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (i) your use of the Service and your activities in connection with the Service; (ii) your breach or alleged breach of these Terms or any applicable Additional Terms; (iii) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Service or your activities in connection with the Service; (iv) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (v) any misrepresentation made by you; and (vi) Family of 3 Parties' use of the information that you submit to us (all of the foregoing, "**Claims and Losses**"). You will cooperate as fully required by Family of 3 Parties in the defense of any Claim and Losses. Notwithstanding the foregoing, Family of 3 Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. Family of 3 Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a Family of 3 Party.

D. Operation of Service; Availability of Services; International Issues. Family of 3 controls and operates the Service from its U.S.-based offices in the U.S.A., and Family of 3 makes no representation that the Service is appropriate or available for use beyond the U.S.A. If you use the Service from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. The Service may describe products and services that are available only in the U.S.A. (or only parts of it) and are not available worldwide. We reserve the right to limit the availability of the Service and/or the provision of any content, program, product, service, or other feature described or available on the Service to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service, or other feature that we provide. You agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms or to any sale of goods carried out as a result of your use of the Service.

E. Severability; Interpretation. If any provision of these Terms, or any Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms or the Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the applicable Additional Terms (which will remain in full force and effect). To the extent permitted by applicable law, you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word "including" is used in these Terms or any applicable Additional Terms, the word will be deemed to mean "including, without limitation." The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms.

F. Communications. When you communicate with us electronically, such as via e-

mail and text message, you consent to receive communications from us electronically. We will try to promptly respond to all inquiries, but we are not obligated to do so. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

G. Investigations; Cooperation with Law Enforcement; Termination; Survival.

Family of 3 reserves the right, without any limitation, to: (i) investigate any suspected breaches of its Service security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any applicable Additional Terms, (iii) investigate any information obtained by Family of 3 in connection with reviewing law enforcement databases or complying with criminal laws, (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any applicable Additional Terms, and (vi) discontinue the Service, in whole or in part, or, except as may be expressly set forth in any applicable Additional Terms, suspend or terminate your access to it, in whole or in part, at any time, without notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to Family of 3 under these Terms or any applicable Additional Terms. Upon suspension or termination of your access to the Service, or upon notice from Family of 3, all rights granted to you under these Terms or any Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service. The provisions of these Terms and any applicable Additional Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to Family of 3 in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

H. Assignment. Family of 3 may assign its rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any applicable Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Family of 3.

I. No Waiver. Except as expressly set forth in these Terms or any applicable Additional Terms, (i) no failure or delay by you or Family of 3 in exercising any of our rights, powers, or remedies under these Terms or any applicable Additional Terms will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any applicable Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

J. U.S. Government Restricted Rights. If you are a U.S. government end user, then this provision applies to you. The Service provided in connection with these Terms has been developed entirely at private expense, as defined in FAR section 2.101, DFARS section 252.227-7014(a)(1) and DFARS section 252.227-7015 (or any equivalent or subsequent agency regulation thereof), and is provided as “commercial items,” “commercial computer site” and/or “commercial computer site documentation.” Consistent with DFARS section 227.7202 and FAR section 12.212 and to the extent required under U.S. federal law, the minimum restricted rights as set forth in FAR section 52.227-19 (or any equivalent or subsequent agency regulation thereof), any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by these Terms and shall be prohibited except to the extent expressly permitted by these Terms.

K. California Consumer Rights and Notices. California residents can obtain information on our privacy practices, including how we comply with the California Online Privacy Protection Act in our [Privacy Policy](#).

L. Connectivity. You are responsible for obtaining and maintaining all Devices and

other equipment and software, and all internet service, mobile service, and other services needed for your access to and use of the Service and you will be responsible for all charges related to them.

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FAMILY OF 3 US DRAFT TERMS OF SERVICE: DRAFT 12-19-2014

Privileged and Confidential

