

INFINITE GIVING TERMS OF USE

THESE TERMS OF USE (THESE “TERMS OF USE”) CONTAIN A MANDATORY ARBITRATION PROVISION THAT, AS SET FORTH IN THE SECTION ENTITLED “BINDING ARBITRATION AND APPLICABLE LAW” BELOW, REQUIRES YOU TO ARBITRATE CLAIMS YOU MAY HAVE AGAINST INFINITE GIVING ON AN INDIVIDUAL BASIS, MEANING YOU CANNOT BRING CLAIMS AGAINST INFINITE GIVING IN COURT, AND CONFIRMS YOUR AGREEMENT TO A CLASS ACTION WAIVER IN ARBITRATION. IT AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.

THESE TERMS OF USE DEFINE THE RELATIONSHIP BETWEEN INFINITE GIVING, LLC (THE “COMPANY” OR “WE” OR “US”) AND YOU, THE PERSON ACCESSING THE INFINITE GIVING WEBSITE LOCATED AT INFINITE GIVING.COM (THE “SITE”) AND/OR DOWNLOADING OUR MOBILE APPLICATION (THE “APPLICATION”) AND/OR REGISTERING FOR OUR SERVICES (“YOU” OR “YOUR”). YOU MAY USE THE SERVICES (DEFINED BELOW) ONLY IF YOU CAN FORM A BINDING CONTRACT WITH US AND ARE NOT A PERSON OR ENTITY BARRED FROM RECEIVING SERVICES UNDER THE LAWS OF THE UNITED STATES OR OTHER APPLICABLE JURISDICTION. IF YOU ARE ACCEPTING THESE TERMS OF USE ON BEHALF OF A COMPANY, ORGANIZATION, GOVERNMENT, OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO DO SO. IF YOU CANNOT CONFIRM THE FOREGOING, THEN YOU MUST NOT ACCEPT THESE TERMS OF USE AND MAY NOT USE THE SITE, THE APPLICATION OR SERVICES. YOU MAY USE THE SERVICES ONLY IN COMPLIANCE WITH THESE TERMS OF USE AND ALL APPLICABLE LAWS AND REGULATIONS.

We may amend these Terms of Use at any time by posting the revised Terms of Use on the Site and Application. We may terminate these Terms of Use at any time by suspending or terminating access to the Site, Application and/or Services and/or notifying you. You can see when these Terms of Use were last revised by referring to the “Updated” legend above. Your continued use of the Site, Application or Services after we have posted revised Terms of Use signifies your acceptance of such revised Terms of Use. No amendment or modification of these Terms of Use will be binding unless in writing and signed by our duly authorized representative or posted to the Site and Application by our duly authorized representative.

1. Services

By using the Site and/or Application, you can use our interactive platform to obtain various investment advisory services (collectively, the “Services”). Our Services allow you to open an account to receive a donation both of which that we will manage at your direction in accordance with the investment policy statement and planned, regular distributions to the charity, endowment, or other not for profit institution (the “Program”), to provide information about your financial situation and risk preferences, and, based on the information you provide, to obtain automated investment advice regarding the selection of a portfolio within the Program. We are always working on new ways to improve our Services. We reserve the right to modify or change our Site, the Application or any of the Services, temporarily or permanently, with or without notice to you, and we are not obligated to support or update the Site, the Application or any Services. You acknowledge and agree that we shall not be liable to you or any third party in the event that we exercise our right to modify, change or discontinue the Site, the Application or any Services. IF YOU DECIDE TO OPEN AN ACCOUNT IN THE PROGRAM, YOU MUST ENTER INTO AN INFINITE GIVING NONPROFIT INVESTMENT ADVISOR AGREEMENT, WHICH IS AN INVESTMENT ADVISORY AGREEMENT WITH US AND A BROKERAGE AND CUSTODY CUSTOMER AGREEMENT WITH OUR UNAFFILIATED CUSTODIAN, APEX CLEARING CORPORATION (“APEX”), (COLLECTIVELY, THE “AGREEMENTS”). YOU ACKNOWLEDGE AND AGREE THAT, IF YOU OPEN AN ACCOUNT IN THE PROGRAM AND ANY TERM IN THESE TERMS OF USE CONFLICTS WITH THE AGREEMENTS, THE AGREEMENTS SHALL CONTROL OVER THESE TERMS OF USE.

2. Wait List

Prior to the launch of features of the Program, we may provide an opportunity for visitors to the Site to enter their email to join a wait list of visitors who wish to receive further information as such feature gets under way (a “Wait List”). If you join any Wait List, you acknowledge and agree that joining such Wait List does not and will not make you our client (or a customer of any of our affiliates or unaffiliated entities with whom we

partner), obligate us to provide you any services, or create any other legal or regulatory duty on our part, other than the duty to exercise reasonable care to protect your email in accordance with our Privacy Policy.

3. Agreement with Respect to Terms of Use

These Terms of Use constitute a legally binding agreement between the Company and you. You are responsible for regularly reviewing these Terms of Use. You can review the most current version of the Terms of Use at any time on the InfiniteGiving.com website you can also call and request a copy by calling (404)-751-6649. Additional terms, including without limitation those set forth in the Agreements or other subsequent disclosure documents (such as the Infinite Giving Privacy Policy), may govern your use of certain Web pages within the Site or sections within the Application, or otherwise govern how the Company will collect and use the data you provide to the Company in order to service your accounts. In the event that any provision, term or guideline contained on a particular Web page in the Site or section of the Application conflicts with these Terms of Use, the terms of such Web page or section shall control over these Terms of Use. You acknowledge that you have read these Terms of Use, and accept, understand and will be bound by such terms and conditions. You further acknowledge that these Terms and Conditions, together with the Privacy Policy and terms governing any individual Web page or Application feature, represent the complete and exclusive statement of the agreement between us and supersede any proposal or prior agreement oral or written, and any other communications between us relating to your access or use of the Site, the Application and/or Services.

4. Registration

Certain features or services offered on or through the Site and Application may require you to open an account and set up a profile, providing certain personally-identifiable information, including but not limited to your name, your social security number or other tax identification number, your address, your email address, and certain information about your financial situation and risk preferences (collectively, your "Client Information"). We reserve the right to restrict certain areas of information on the Site and Application to such registered users. You agree that you will maintain and promptly update your Client Information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect such, we reserve the right to terminate your account and refuse any and all current or future use of the Site and/or Application by you. We are committed to your privacy, and our Infinite Giving Privacy Policy (the "Privacy Policy"), some of the terms are incorporated herein, the full Privacy Policy is available as a standalone document (and will be provided to you when you open an account). The Privacy Policy explains the policies put in place and used by us to protect your Client Information and your privacy as you visit and use the Site and/or Application and use our Services. You are solely responsible for maintaining the confidentiality of your member name (or username as applicable) and password. You agree to notify us immediately of any unauthorized use of your member name, password, or account. The Company will not be responsible for any losses arising out of the unauthorized use of your account and you agree to indemnify and hold harmless the Company and its managing members, officers, equity holders, employees, partners, parents, subsidiaries, agents, affiliates, and licensors (collectively, "Affiliates"), as applicable, for any improper, unauthorized, or illegal uses of your account and as otherwise set forth in these Terms of Use.

5. Promotions and Referrals

We may, at our sole discretion, make available promotions with different features to any users or prospective users of our Site, Application or Services. These promotions, unless made to you, shall have no bearing whatsoever on your relationship with us. From time to time, we may offer you with incentives to refer new users to our Site, Application or Services. These incentives may come in the form of cash payments paid in accordance with the Company's Form ADV Part 2A Item 14 "Client Referrals & Other Compensation."

6. Alerts and Notifications

As part of the Services, or in connection with the actions necessary to apply for the Services, you may receive notifications, alerts, emails, or other types of messages regarding the Services (for example, Two-Factor Verification, suspicious activity alerts, or money movement confirmations). We may also periodically send you emails that directly promote the Services and Program (for example, new offerings or features we provide, recommendations, special offers or promotions). When you receive such promotional emails from us you will have the opportunity to "opt-out" by following the unsubscribe instructions provided in the email you receive.

When you access the Site, the Application or any of the other features of the Program through a mobile network, your network or roaming provider's messaging data and other rates and fees may apply. You are solely responsible for any carrier charges incurred as a result of phone and/or text communications from Infinite Giving.

Infinite Giving and Carriers are not liable for delayed or undelivered messages. Infinite Giving Two-factor Authentication: You can opt into two-factor authentication. When you do, Infinite Giving will send verification codes to the phone number on file via SMS text messages.

You can cancel the SMS service at any time. Just text "STOP" to the short code. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again.

Carriers are not liable for delayed or undelivered messages. As always, message and data rates may apply for any messages sent to you from us and to us from you. You will receive verification codes via SMS whenever you need to verify an authentication. If you have any questions about your text plan or data plan, it is best to contact your carrier. If you have any questions regarding privacy, please read our privacy policy: <https://infinitegiving.com/privacy>

7. Use and Restrictions

A. Content and Materials

All text, videos, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, artwork, algorithms, functionalities, features and computer code, including but not limited to design, structure, "look and feel" and arrangement of the content available on the Site or Application (collectively, "Content") is owned, controlled or licensed by or to us, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. The Content, the Site and the Application are owned by the Company and its Affiliates, and/or their licensors and suppliers (which may include lessors, lessees, owners, sellers, buyers, agents, brokers, multiple listing services, builders, service providers, content providers, vendors and others) (collectively, "Licensors and Suppliers"). Except as expressly provided in these Terms of Use, no part of the Site, the Application or the Content may be copied, reproduced, republished, posted, publicly displayed, translated, or distributed in any way. Subject to the limited rights to use the Site, the Application and Services pursuant to these Terms of Use, we retain all right, title and interest in and to the Site, the Application and Services, including all related intellectual property contained therein. Certain features of the Services allow you to upload, post, publish, share, store, or manage data or visual content ("Materials"). By posting or publishing Materials, you represent and warrant to us that you have all necessary rights to distribute such Materials to us, either because you are the author and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of such Materials. You hereby grant to us and our authorized personnel a worldwide, royalty-free, fully paid, exclusive, transferable, sublicensable (as necessary to perform the Services) license to copy, publicly perform, publicly display, publish, distribute, create derivative works of, and use Materials as we deem appropriate to perform the Services and in accordance with these Terms of Use. You acknowledge and agree that we will own all right, title, and interest in and to any Materials, content, or other works of authorship created by us or on our behalf and used in connection with the Services. All Materials are the sole responsibility of the person who originated such Materials whether publicly posted or privately transmitted. Any use or reliance on any Content or Materials of other users posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or Materials posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Materials that might be offensive, harmful, inaccurate, or otherwise inappropriate.

B. Copyright Policy

We respect the intellectual property of others and ask that users of our Site, Application and Services do the same. In connection with our Site, Application and Services, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing Materials and for the termination, in

appropriate circumstances, of users of our Site, Application and Services who are repeat infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our Site, Application and Services, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing Material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to our designated copyright agent: (a) your physical or electronic signature; (b) identification of the copyrighted work(s) that you claim to have been infringed; (c) identification of the Materials on our services that you claim is infringing and that you request us to remove; (d) sufficient information to permit us to locate such Material; (e) your address, telephone number, and email address; (f) a statement that you have a good faith belief that use of the objectionable Materials are not authorized by the copyright owner, its agent, or under the law; and (g) a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner. Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement. Our designated copyright agent can be contacted via email at support@infinitegiving.com. Links to Other Sites The Site, Application and Services contain links to other independent third-party web sites, and we provide links to third-party websites as part of the Services (in all cases "Linked Sites"). These Linked Sites are provided solely as a convenience to you and based upon your Client Information or the Content you elect to view. Such Linked Sites are not under our control, and we are not responsible for and do not endorse the content of such Linked Sites, including any products, information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites. Some of the content served by us will be from merchant sites, and sales through these sites may generate a commission payable to us. We accept no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of third-party web sites, including, without limitation, Linked Sites and websites linking to the Site or Application. You should review applicable terms and policies, including privacy and data gathering practices, of third-party web sites, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

C. Permitted Uses

Subject to the provisions in these Terms of Use, you may use the Site and Application for non-commercial purposes to: (i) learn about the Program; (ii) learn about the Program, our investment advisory strategies, methods, and algorithms, the portfolios we have developed, and the securities that comprise those portfolios; (iii) enter into the Agreements; (iv) open an account to participate in the Program; (v) obtain investment advice in accordance with the terms and conditions of your Investment Advisory Agreement with us; (vi) select a portfolio among the various portfolios we develop; (vii) modify your selected portfolio and your selection among the portfolios to the extent provided in your Investment Advisory Agreement with us; (viii) initiate requests to deposit money for investment in the Program or to sell securities and withdraw money invested in the Program; (ix) access statements and confirmations regarding transactions in connection and the value of your account in the Program; (x) access and print or download copies of the current version of these Terms of Use, the Agreements, and other documentation relating to the Program; and (xi) make such other use of the Site and Application as we may expressly permit from time to time in furtherance of the objectives and growth of the Program. Subject to these Terms of Use, we hereby grant you a personal, nontransferable, nonexclusive, non-sublicensable license to use the user interface of the Site, the Application and their respective Content and Services in accordance with these Terms of Use, and for no other purpose. All rights, title and interest in and to the user interface and Content, including any software, on or through the Site and Application shall belong to us or our Licensors and Suppliers, including all modifications thereof and enhancements thereto. The Content and user interface made available from, on or through the Site or Application may not be copied, modified, republished, assigned, sold or distributed to you, nor may derivative works be prepared therefrom. The license granted to you pursuant to these Terms of Use is solely for your personal use (but not for resale or redistribution) as a user of the Site or Application and may not be used for any other purposes. You shall not reverse engineer, de-compile, or otherwise translate, in any way, the Content and user interface made available from, on or through the Site or Application. You have no right or claim of right to the Content or any unique ideas found on the Site or Application. No ownership rights are granted to you hereunder and no title is transferred hereby.

D. Prohibited Uses

You may not use the Site, Application or Services for illegal or unlawful or malicious activities, or for activities that we deem improper for any reason whatsoever in our sole judgment, including, without limitation, the laundering of proceeds of any unlawful activity, the financing of terrorism, the commission of fraud or market manipulation, the harassing or making disparaging comments to any user of the Site or Application. We reserve the right to take preventative or corrective actions to protect ourselves and our users. Your use of the Site, the Application and Services is conditioned in part on your compliance with the rules of conduct provided herein, and your failure to comply may result in termination of your access to and use of the Site, the Application and Services and liability for damages caused by your noncompliance. In addition to the foregoing, while using the Site, the Application and Services, you may not, except as may be expressly set forth above under "Permitted Uses" (a) impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity, or use or provide any fraudulent, misleading or inaccurate information; (b) defame, abuse, harass, stalk, intimidate, bully, threaten or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity; (c) access or use (or attempt to access or use) another user's account without permission, or solicit another user's login information; (d) transmit any software or materials that contain any viruses, worms, trojan horses, defects, or other items of a destructive nature; (e) modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site, Application or Services; (f) "frame" or "mirror" any portion of the Site, Application or Services; (g) use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site, Application or Services; (h) harvest or collect information about or from other users of the Site, Application or Services; (i) use the Site, Application or Services for any illegal activity; (j) probe, scan or test the vulnerability of the Site or Application, nor breach the security or authentication measures on the Site or Application or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or Application, such as a denial of service attack; (k) send or otherwise post unauthorized commercial communications (such as spam); (l) engage in unlawful multi-level marketing, such as a pyramid scheme; (m) post content that is hateful, threatening or pornographic, incites violence, or contains nudity or graphic or gratuitous violence; (n) access or use any portion of the Content if you are a direct or indirect competitor of the Company, or provide, disclose or transmit any portion of the Content to any direct or indirect competitor of the Company; (o) use or distribute any Content, including Content that has been verified or confirmed by you or anyone else, to directly or indirectly create or contribute to the development of any database or product; or (p) facilitate or encourage any violations of this Section.

8. Warranties, Disclaimers and Limitations of Liability

A. Your Warranties

You represent and warrant to the Company that (a) all information, including, without limitation, Client Information, that you provide to us is accurate and truthful, (b) you have the authority to share Client Information with us and to grant us the right to use Client Information as provided in these Terms of Use and Privacy Policy, (c) you have the right to grant us the licenses specified in the Section titled "Content and Materials" above, if applicable, (d) your acceptance and use of the Site and/or Application pursuant to these Terms of Use does not violate any applicable law or other contract or obligation to which you are a party or are otherwise bound, and (e) the Materials do not infringe the intellectual property rights, including any copyrights, trademarks, trade secrets, right of privacy, or right of publicity, of any person.

B. Disclaimer of Warranties

ALTHOUGH THE COMPANY MAKES EFFORTS TO PROVIDE AN ACCURATE SITE AND APPLICATION, THE SITE AND APPLICATION AND ALL RESPECTIVE PARTS THEREOF ARE PROVIDED "AS IS", "WITH ALL FAULTS", AND "AS AVAILABLE". THE COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE MANAGING MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES AND THIRD PARTY SUPPLIERS (COLLECTIVELY, THE "COMPANY PARTIES") DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION (1) AS TO TITLE, MERCHANTABILITY, FITNESS FOR ORDINARY PURPOSES AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, (2) THE QUALITY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE SITE, THE APPLICATION AND THEIR RESPECTIVE CONTENT, (3) THOSE ARISING THROUGH COURSE OF DEALING,

COURSE OF PERFORMANCE OR USAGE OF TRADE, (4) THE SITE AND APPLICATION AND THEIR RESPECTIVE CONTENT CONFORMING TO ANY FUNCTION, DEMONSTRATION OR PROMISE BY ANY COMPANY PARTY AND (5) THAT ACCESS TO OR USE OF THE SITE, THE APPLICATION OR THEIR RESPECTIVE CONTENT WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. ANY RELIANCE UPON THE SITE, THE APPLICATION AND THEIR RESPECTIVE CONTENT IS AT YOUR OWN RISK AND THE COMPANY MAKES NO WARRANTIES. THE COMPANY RESERVES THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE SITE, THE APPLICATION AND THEIR RESPECTIVE CONTENT OR ANY FEATURE OR PART THEREOF AT ANY TIME. IF YOU DOWNLOAD THE APPLICATION OR ANY CONTENT FROM THIS SITE, YOU DO SO AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT.

Your reliance upon the information available on the Site or Application or located through utilization of the Services and your interactions with third users identified through the Services is SOLELY AT YOUR OWN RISK. Your interactions with other users or advertisers, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the other person or entity, and you agree that we will not be responsible for any loss or damage incurred as the result of any such dealings or with respect to any other person's or entity's use or disclosure of your personally identifiable information. If there is a dispute between you and any third party, we are under no obligation to become involved, and you agree that you will manage any such dispute or disagreement directly, and that you will not make any claims against us with respect to products or services purchased through your use of the Services.

The Services may be subject to limitations, delays, and other problems inherent in the use of the Internet, mobile devices and electronic communications. We are not responsible for any delays, delivery failures or other damages resulting from such problems. We do not guarantee the Site, the Application or Services will be operable at all times. We reserve the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, Application and Services, or any portion of the Site or Application; (2) to modify or change the Site, Application or Services, or any portion of the Site, Application or Services, and any applicable policies or terms (except as described in the Privacy Policy); and (3) to interrupt the operation of the Site, Application and/or provision of Services, or any portion of the Site, Application or Services, as necessary to perform routine or non-routine maintenance, error correction, or other changes. THESE DISCLAIMERS ARE INDEPENDENT OF ANY OTHER TERM IN THESE TERMS OF USE.

C. Limitation of Remedies

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, APPLICATION OR THEIR RESPECTIVE CONTENT, WITH THE DELAY OR INABILITY TO ACCESS OR USE THE SITE, THE APPLICATION OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY CONTENT, SOFTWARE, PRODUCTS AND SERVICES MADE AVAILABLE OR OBTAINED THROUGH THE SITE, THE APPLICATION OR THEIR RESPECTIVE CONTENT, OR OTHERWISE ARISING OUT OF THE USE OR ACCESS OF THE SITE, USE OF THE APPLICATION OR USE OF THE SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. ANY SERVICES OR CONTENT MADE AVAILABLE OR OBTAINED THROUGH THE USE OF THE SITE OR THE APPLICATION, AND ALL OTHER USE OF THE SITE OR APPLICATION, IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS THEREFROM. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, THE APPLICATION OR THEIR RESPECTIVE CONTENT, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND UNINSTALL THE APPLICATION. If you wish to terminate Company's Services, you agree to do so in a manner consistent with the provisions of the Agreements which discuss termination.

9. Indemnification

A. Content and Materials

You will indemnify and hold the Company and its Affiliates harmless with respect to any suits or claims arising out of (i) your breach of these Terms of Use, including, but not limited to, any infringement by you of the copyright or intellectual property rights of any third party; (ii) your fraudulent or malicious use of the Site, the Application and/or Services or your misuse or abuse of the Site, Application and/or Services; (iii) your violation of applicable laws, rules or regulations in connection with your use of the Site, Application or Services, or (iv) our use of Materials generated or uploaded by you in accordance with these Terms of Use. YOU AGREE TO INDEMNIFY AND HOLD THE COMPANY, ITS THIRD-PARTY VENDORS, CORPORATE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS AND DEMANDS, INCLUDING, BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD-PARTY DUE TO OR ARISING OUT OF ANY CONTENT SUBMITTED, POSTED, OR OTHERWISE PROVIDED BY YOU TO THE COMPANY AND/OR ITS THIRD PARTY ADVERTISERS AND ANY BREACH BY YOU OR YOUR AFFILIATES, EMPLOYEES, AGENTS AND REPRESENTATIVES OF ANY PROVISIONS OF THESE TERMS OF USE.

B. Binding Arbitration and Applicable Law

Arbitration shall be conducted by and submitted to a single arbitrator ("Arbitrator") selected from and administered by the Atlanta, Georgia office of JAMS ("JAMS") or American Arbitration Associate ("AAA"), in accordance with its then-existing Comprehensive Arbitration Rules & Procedures. The Arbitrator shall be authorized to award compensatory damages, but shall NOT be authorized to award non-economic damages such as for emotional distress, or pain and suffering or punitive or indirect, incidental or consequential damages. Each party shall bear its own attorneys' fees, cost and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the Arbitrator and JAMS or AAA; however, the Arbitrator may award to the prevailing party reimbursement of its reasonable attorneys' fees and costs (including, for example, expert witness fees and travel expenses), and/or the fees and costs of the Arbitrator. Within fifteen (15) calendar days after conclusion of the arbitration, the Arbitrator shall issue a written award and a written statement of decision describing the material factual findings and conclusions on which the award is based, including the calculation of any damages awarded. Each party shall fully perform and satisfy the arbitration award within fifteen (15) days of the service of the award.

Judgment on the award may be entered by any court of competent jurisdiction. By agreeing to this binding arbitration provision, you understand that you are waiving certain rights and protections which may otherwise be available if a claim or dispute were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding, and the right to invoke formal rules of procedure and evidence.

YOU AGREE THAT, IF YOU DECIDE TO OPEN AN ACCOUNT IN THE PROGRAM, YOUR RELATIONSHIP WITH US WILL BE GOVERNED BY THE PRE-DISPUTE ARBITRATION CLAUSE IN THE AGREEMENTS. THE PRE-DISPUTE ARBITRATION CLAUSE IN THE AGREEMENTS PROVIDES FOR DISPUTE RESOLUTION SERVICES PROVIDED BY THE FINANCIAL INDUSTRY REGULATORY AUTHORITY. YOU FURTHER AGREE THAT, IF YOU DECIDE TO OPEN AN ACCOUNT IN THE PROGRAM, THE PRE-DISPUTE ARBITRATION CLAUSE IN THE AGREEMENTS SUPERSEDES THE ARBITRATION PROVISIONS OF THESE TERMS OF USE.

These Terms of Use are governed by the laws of Delaware without regard to conflicts of laws principles. Access or use of the Site and/or Application is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of these Terms of Use or accessing or using the Site, the Application or their respective contents. The Company's performance under these Terms of Use is subject to existing laws and legal process, and nothing contained in these Terms of Use is in derogation of the Company's right to comply with governmental, court and law enforcement requests or requirements relating to your access or use of the Site and/or Application or information provided to or gathered by the Company with respect to such use.

C. Interpretation

If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations contained herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms of Use shall continue in effect. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Except as otherwise specified in these Terms of Use, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email. Notices to us must be sent in writing to the following address: 3423 Piedmont Road NE , Atlanta, GA, 30305 or via email addressed to: support@infinitegiving.com and notices to you will be sent to the email address you provide to us, which addresses may be updated from time to time upon written notice to the other party. The Services, Content, other technology we may make available, and derivatives thereof may be subject to laws and regulations of the United States and other jurisdictions. No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach. You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise. We may assign our rights and privileges under these Terms of Use (including your user registration), without your consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets, or to an affiliate, or in connection with a change in control. Subject to the foregoing, these Terms of Use shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

The term of these Terms of Use will continue for as long as we allow you access to and use of the Site, the Application and/or Services. Sections titled "Content and Materials," "Warranties, Disclaimers and Limitations of Liability," "Applicable Law and Jurisdiction," "Interpretation," and "Indemnification," and this Section shall survive any termination or expiration of these Terms of Use.

Questions? Contact us at support@infinitegiving.com

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