

## TERMS OF USE

(Last Revised Jan. 5, 2019)

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mPower6 LLC, a South Carolina limited liability company Terms of Use (these “Terms of Use”)

### Legal Agreement and Notice:

This is a legal, binding agreement (this “Agreement”) between you and mPower6, LLC, a South Carolina limited liability company (hereinafter “mP6”). Please read and carefully review the following terms, provisions, and conditions as they govern your activities as a User in any Fundraising Activities or activities – and any use of the services provided by mP6. Moreover, the following terms, provisions, and conditions require you to make certain promises, representations and warranties, and impose a variety of legal obligations.

This Agreement and these Terms of Use is/are binding upon mP6, a South Carolina limited liability company with an address of 1082 Clearspring Drive, Charleston, SC 29412 (hereinafter, mP6, “we”, “our”, or “us”), and You (hereinafter the “User(s)”, “you”, or “your”). Collectively, mP6 and User shall be known as the “Parties” and individually as a “Party”. These Terms of Use include the below provisions and any exhibits, schedules, or other documents or attachments provided by us. This Agreement is comprised of these Terms of Use and any such other exhibits, schedules, or other documents or attachments provided by us now or in the future.

Your privacy is important to us, and we recognize the need to provide additional privacy protection for underage persons using the mP6 internet-based services (our “Services”). Our privacy practices are guided by the United States’ Children’s Online Privacy Protection Act of 1998 (“COPPA”), as well as other data privacy laws of the United States and other applicable countries. Visitors under 18 should always check with their parents or legal guardians before entering information on any website or mobile application and we encourage families to discuss their household guidelines regarding the online sharing of personal information. No child under 13 may use our Services unless and until we have received the verifiable consent of their parent or guardian and the other requirements of COPPA have been complied with. Your access to and use of our Services is subject to this Agreement, as well as all applicable laws and regulations, along with any other terms and conditions set forth by mP6 in writing. In regard to your use of our Services, to the extent this Agreement conflicts with any other mP6 terms and conditions, this Agreement shall govern. mP6 is willing to allow the use of our Services by you only on the condition that you accept and agree to all of the terms and conditions contained in this Agreement. If you do not accept and agree to the terms and conditions hereof, you are not granted permission to access or otherwise use our Services. Your access to and use of our Services constitutes your acceptance of and agreement to abide by the provisions hereof and our privacy policy ([Privacy Policy](#)). This Agreement may be changed or modified by mP6 from time to time, and your continued use of or access to our Services after any such change or modification shall be deemed as acceptance of such change or modification. You are encouraged to review this Agreement periodically for updates and changes.

### Use Terms and Provisions

#### **1. Our Services.**

mP6 provides an internet and mobile-based fundraising service and platform specifically aimed at assisting club, recreational, and other sports teams (each a “Team” or collectively the “Teams”) raise money to support their individual programs as well as encourage such Teams to designate and provide philanthropic donations of time, talents, money, or other resources to charities and causes (the “Services”). The Services include access by such Teams to staff and personnel of mP6 for guidance and support as well as access to mP6’s internet and

mobile-based software platform and service that allows Team members and administrators to effectively manage their fundraising activities (their “[Fundraising Activities](#)” or “[Fundraising Activity](#)”) through social media, collect donations, track goals, and/or process donations. Our internet and mobile-based Services are accessed via the mP6 website located at [www.mp6.io](http://www.mp6.io) (the “[Website](#)”).

## **2. Standards and Requirements.**

Access to our Services is predicated upon your ability to meet, at all times relevant hereunder, the standards and requirements listed herein. mP6 reserves the right to review any request to access our Services and participate in a Fundraising Activities, and to deny any such request for any reason or no reason. If you are a User in a Fundraising Activity subsequent to your acceptance of this Agreement – unless we have denied your request for access - you will receive access information to our Services. You will create a username and password, which will authenticate your access to the Services (“[Authentication](#)”). You may also register by using certain social media authentication, as the same is made available by mP6. Please note that if you register via social media, mP6 will have access to all information related to your social media account - including your list of friends or contacts as permitted by such social media provider’s policies and privacy settings, and you hereby consent to any such access. If you have any questions or concerns about such access, we suggest you review such social media provider’s policies and your privacy ‘settings and designations’ prior to registering with us.

Additionally, you are prohibited from selling, trading, or otherwise transferring your Authentication to another party. You also agree to provide true, accurate, current and complete information about yourself (and any team members for whom you might submit information) during any registration or Authentication process. If you provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete) - or if we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete - we reserve the right to suspend or terminate your account and refuse any and all current or future use of our Services (or any portion thereof). You are responsible for maintaining the confidentiality of your Authentication. You agree to accept responsibility for all activities that occur under your account. You agree to notify us immediately by emailing us at [support@mp6.io](mailto:support@mp6.io) of any unauthorized use of your account or any other breach of security.

## **3. Giving Back.**

mP6 believes that a fundamental part of any Fundraising Activity should be the act of extending the philanthropy shown by others forward. As such, your use of the Services in furtherance of Fundraising Activities for your Team or organization requires that a certain amount of predetermined time, talent, or money be directed towards the charity or organization chosen by your Team or organization.

## **4. Acknowledgment.**

You hereby acknowledge and agree that access to our Services – and use of our Services in conjunction with any Fundraising Activities or any web pages created on behalf of a Team - does not constitute a solicitation of donations by us. mP6 does not engage in any solicitation activities on behalf of you, or any Team with which you may be involved. Additionally, you acknowledge and agree that while mP6 may designate a mP6 representative to be available to answer your questions, such mP6 representative is solely available to answer questions related to the functionality and features of our Services. During the Term of this Agreement you hereby agree that you shall promptly respond to any inquiries, questions or requests for updates from mP6 related to your use of our Services or other matter related to this Agreement.

## 5. Age Acknowledgement; Additional Acknowledgments.

If you are age 13 or older but under the age of 18, we require that you review this Agreement – and discuss your planned use of our Services - with your parent or legal guardian to make sure that your parent or legal guardian understands the terms and your planned participation. If you are under age 13, you may not use our Services unless and until your parent or legal guardian understands the terms of your planned participation and the information about you to be disclosed and collected, and they provide us with their verifiable approval of your use of our Services. If you reside in a jurisdiction that would restrict the use of our Website – or any of the functionalities or features offered via our Website or the Fundraising Activities – because of age, or restricts the ability to enter into agreements as such as this one due to age, you must abide by such age limits and you must not use our Website if you are not permitted to do so by such local jurisdiction. In addition, you agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of our Services. You also acknowledge and agree that use of the Internet and access to or transmissions or communications with our Services is solely at your own risk. While mP6 strives to maintain the security and reliability of its Services and Website, you should understand that the confidentiality of any communication or material transmitted to/from mP6 over the Internet or other form of global communication network cannot be guaranteed.

Notwithstanding the foregoing, if you are under the age of 18 we may require your parent’s or legal guardian’s verifiable consent to remain on file with us as a precondition to your use of our Services. Moreover, we may require such verifiable consent to be periodically updated and your use of our Services may be restricted or terminated until such time as said verifiable consent has been updated and on file with us.

## 6. Licenses; Grant of Rights.

Our Services and Website may provide you with the ability to upload pictures, images, photographs, videos, logos, and similar items (collectively, hereinafter, the “Digital Content”) for use in conjunction with your Fundraising Activities(s). You represent and warrant that: (i) you own the Digital Content posted by you on our Services or otherwise used in conjunction with any Fundraising Activities, or otherwise have the right to grant the rights and licenses set forth in this Agreement; (ii) you have all approvals and permissions required for posting or using any such Digital Content; and (iii) the posting and use of your Digital Content on or through our Services does not violate, misappropriate or infringe on the rights of any third-party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights. You agree to pay for any royalties, fees, and any other monies owed for any Digital Content you post on or through our Services or use in conjunction with any Fundraising Activities. **Additionally, if you are under the age of 13, you represent and warrant that you shall not post any pictures of yourself or anyone else under the age of 13 – or post any other information with respect to yourself or anyone else under the age of 13 – until and unless we have received a verifiable consent from your parent or legal guardian and from the parent or legal guardian of anyone else under the age of 13 whose picture or information will be posted.** With respect to any such Digital Content, you hereby grant to mP6 an irrevocable, royalty-free and fully-paid, non-exclusive, perpetual right and license throughout the world to transmit, reproduce, store, display and distribute the Digital Content, in whole or in part, for any and all purposes. You understand and agree that the appearance of any such Digital Content may be altered by mP6 as mP6 determines in its sole discretion is needed to enable such Digital Content to be displayed on our Services and you agree to hold harmless mP6 against, to release mP6 from, and not to pursue against mP6, any claim that you may have (or that you may in the future have) arising out of or related to any such alteration of any such Digital Content or the display on our Services of any such altered Digital Content.

## **7. Prohibited Activities.**

You hereby acknowledge, and represent and warrant, that your use of our Services or any related services will not be, or alleged to be: (i) unlawful, unauthorized, fraudulent or malicious in purpose; (ii) a violation, misappropriation or infringement on the rights of any third-party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iii) false, offensive, abusive, libelous, hateful, defamatory, obscene, racist, sexually explicit, ethnically or culturally offensive, indecent, pornographic; or (iv) an invasion or violation of another's right of privacy or publicity.

Moreover, you agree you will not: (v) create a false identity regardless of the purpose or reason; (vi) violate any applicable local, state, national or international law; modify or make derivative works based upon our Services; (vii) create Internet "links" to our Services or "frame" or "mirror" our Services on any other server or wireless or Internet-based device; (viii) reverse engineer or access our Services in order to (a) design or build a competitive product or service, (b) design or build a product using similar ideas, features, functions or graphics of our Services, or (c) copy any ideas, features, functions or graphics of our Services; (ix) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of our Services; (x) interfere with or disrupt the integrity or performance of our Services or the data contained therein, or attempt to gain unauthorized access to our Services or its related systems or networks; nor (xi) use any award, gift or other benefit received, directly or indirectly, from any person, Party, or entity, for any illegal or unauthorized purpose.

## **8. Communications; Services Monitoring; Termination of Access.**

mP6 may send you periodic email or text updates, reminders or other related messaging to the email address(es) and phone numbers provided to us at registration of your Authentication. In addition, those email addresses and phone numbers that are provided for Fundraising Activities outreach may receive several reminder emails or texts during the course of any Fundraising Activities. mP6 has the right, but not the obligation, to monitor your use of our Services and any Fundraising Activities, and any and all related activities associated with such use. mP6 reserves the right, at any time and without prior notice, to suspend or terminate your account, or restrict, disable or permanently bar your use and access to our Services (or any portion thereof) if we believe, in our sole discretion, that you have engaged, or may engage, in any of the above prohibited activities, are otherwise in violation of this Agreement, or for any other reason.

## **9. Payments.**

mP6 may engage the services of a third-party a payment processing service provider, to process any credit card donation/payment transactions and to manage the routing of applicable customer information through appropriate credit card and electronic check processing networks. We are not affiliated with such third-party provider. As such, mP6 expressly disclaims responsibility and liability for all services provided by such third-party, including those related to donation/payment transactions, and you hereby agree that mP6 shall not be responsible for any loss or damage of any sort incurred as a result of your use of such service. Moreover, we reserve the right to change any such third-party payment processing service provider, for any reason or no reason, at any time without any requirement to provide you prior notice of such change.

By use of our Services, you unconditionally agree to any terms of use of any such third-party payment processing service provider, in order for your Team to receive payments. Furthermore, you agree to promptly provide any such third-party payment processing service provider certain information related to your

Fundraising Activities and Organization so that donation and raised funds may be promptly sent to your Team's individual financial accounts. It shall be your sole duty to make sure any such certain information is kept current with the payment processing service provider, and your failure to do so may result in donated or raised funds being sent to a third-party, not being processed at all, or delay processing of said funds. .

Should we incur any service fees or other costs for your use of the payment processing service provider, they will be disclosed to you and billed to your Team. Should your team fail to timely reimburse us for any such fees, we may restrict or terminate your access to the Services. Please note that any such bank account designated to receive the funds must be in your Team's name.

## **10. Donations.**

If you are a donor, then you hereby acknowledge and agree that, for all donations/payment transactions: (i) you will not use an invalid or unauthorized credit or debit card or other payment method; (ii) all donations/payment transactions are final and non-refundable once a Fundraising Activity has ended; and (iii) all donations are made as unrestricted gifts to the indicated Team. If you have any questions regarding any payment transaction, please contact us by email at [support@mp6.io](mailto:support@mp6.io).

mP6 makes no representations or warranties as to whether any portion of your donation is tax deductible as a charitable contribution. It is the responsibility of the donor to confirm if the Team is a qualified organization.

You acknowledge and agree that all funds raised will be disbursed according to the option selected by the Team.

## **11. Limited License; Website Access; All Rights Reserved.**

Access to our Services is provided by mP6, and this Agreement provides to you a personal, revocable, limited, non-exclusive, royalty-free, non-transferable license to access and use our Services and Website in strict accordance with all the terms of this Agreement. Your use of our Services and any services, tools, materials or information made available through our Services is conditioned on your continued compliance with this Agreement. Accordingly, you expressly acknowledge and agree that mP6 transfers no ownership or intellectual property interest or title in and to our Services.

This license does not include any resale or commercial use of the Website or any of its content; any derivative use of the Website or any of its content; or any use of data mining, robots, or similar data gathering and extraction tools. The Website or any portion of the Website, including but not limited to, any Fundraising Activities, may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any purpose without the express written consent of mP6. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of mP6 without our express written consent, which may be withheld for any reason or no reason. You may not use any meta-date, meta-tags or any other "hidden text" utilizing any of our name(s) or service marks without our express written consent, which may be withheld for any reason or no reason, or the express written consent of their owners. Any unauthorized use terminates the permission or license granted herein.

## **12. Intellectual Property Rights.**

### **Copyright**

Except as otherwise expressly stated herein, all content appearing on our Services is the copyrighted work of mP6 or its third-party content suppliers and is protected by U.S. and international copyright laws. The

compilation (meaning the collection, arrangement and assembly) of all content is also the exclusive property of mP6 and is protected by U.S. and international copyright laws.

You may download information from our Services and print out a hard copy for your personal use provided that you keep intact and do not remove or alter any copyright or other notice (e.g., trademark, patent, etc.) contained in the information. Except as otherwise expressly stated herein or otherwise permitted, you may not alter, modify, copy, distribute (for compensation or otherwise), transmit, display, perform, reproduce, reuse, post, publish, license, frame, download, store for subsequent use, create derivative works from, transfer, or sell any information or content obtained from our Services, in whole or in part, including any text, images, audio, and video in any manner, without the prior written authorization of mP6 or any applicable third party suppliers. The use of content, including images, by you, or anyone else authorized by you, is prohibited unless specifically permitted by mP6. Any unauthorized use of text or images may violate copyright laws, trademark laws, the laws of privacy and publicity, and applicable regulations and statutes. mP6 does not warrant or represent that your use of content, or any other materials displayed on our Services will not infringe rights of third-parties.

### **Trademarks and Service Marks**

Certain service marks and trademarks are the service marks and trademarks of mP6 or affiliated entities. Our name, logo, the domain name for our Website, all page headers, custom graphics, and button icons are service marks, trademarks, logos, and/or trade dress of mP6. All other trademarks, service marks, trade dress, product names, company names or logos, whether registered or not, on the Website are our property or of their respective owners. In addition to complying with all applicable laws, you agree that you will not use any such trademarks, service marks, trade dress, or other logos from the Website without the prior written authorization of mP6.

### **Feedback**

We welcome any comments, feedback, or suggestions you may have to improve our Services. However, you agree that submission of any ideas, suggestions, documents, and/or proposals that you might provide to mP6 is at your own risk and that we have no obligation, including but not limited to any obligation of confidentiality, with respect to such feedback. You represent and warrant that you have all rights necessary to submit such feedback. You hereby grant to mP6 a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sub-licensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all such feedback, and to sublicense the foregoing rights.

### **Infringement**

mP6 respects the intellectual property rights of others, and we ask you to do the same. mP6 may, in appropriate circumstances and at our discretion, terminate service and/or access to our Services for users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on our Website or is submitted by you for use with our Services, please provide mP6's designated agent the following information: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted and/or trademarked work claimed to have been infringed, or, if multiple works at a single online website are covered by a single notification, a representative list of such works at that website; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing

activity and that is to be removed or access to which is to be disabled on our Services, and information reasonably sufficient to permit mP6 to locate the material; (iv) information reasonably sufficient to permit mP6 to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted; (v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

mP6's agent for notice of claims of copyright or trademark infringement on its Website can be reached as follows:

**Information about mP6:**

**mP6's Legal Name:** mPower6, LLC, a South Carolina limited liability company.

**mP6's Physical Address:** 1082 Clearspring Drive, Charleston, SC 29412.

**mP6's Alternate Names:** mPower6, LLC, mPower6, mP6.

**Information about mP6's Agent:**

**Agent's Name:** David Beckley, Registered Agent.

**Agent's Mailing Address:** 1082 Clearspring Drive, Charleston, SC 29412.

**Agent's Telephone Number:** 843-708-9628.

**Agent's Email Address:** [david@mp6.io](mailto:david@mp6.io).

Please also note that for copyright infringements, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

We will notify you that we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a valid notice that we have received under the above procedure. If you receive such notice from us, you may provide us with a counter-notification in writing to the mP6 designated agent that includes all of the following information: (vii) your physical or electronic signature; (viii) identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled; (ix) a statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and (x) your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which mP6 may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

**Repeat Infringers**

mP6 reserves the right, in our sole discretion, to terminate the account or access of any user of our Services who is the subject of repeated infringement notifications.

**13. Your Representations, Warranties and Covenants.**

You hereby represent, warrant and covenant that: (i) neither the making of this Agreement nor the

performance of any acts by you contemplated by this Agreement, including your use of our Services, shall constitute a breach of any other agreement, written, oral, or implied; and (ii) during the Term of this Agreement, you shall comply with all federal, state, local and provincial laws, orders and permits, including any applicable rules or regulations required from any authority, including government, regulatory or other, as well as all other applicable requirements; (iii) that all information that you have provided or posted related to, or regarding your designated Team, is accurate, truthful and up to date; (iv) that in regard to any Fundraising Activities in which you are a Fundraising Activity creator or leader, you have approval from the Team to conduct activities on their behalf and any information that you provide regarding or related to how the funds raised will be used, including but not limited to the types of products that may be purchased, shall be accurate and truthful.

#### **14. Indemnification.**

You agree to defend, indemnify, and hold harmless mP6, its affiliates, its contractors, and all of their respective directors, officers, employees, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, accountants, and attorneys from and against any and all suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including, without limitation, attorneys' fees and litigation expenses) relating to or arising from: a) your use of our Services or the launching and running of any Fundraising Activities; b) any act or omission by you; c) any breach by you of this Agreement, including any breach by you of any covenant, representation or warranty made by you; or d) your use of any gift, award, benefit or item received from mP6 for an illegal or unauthorized purpose. This indemnification obligation shall survive any termination of this Agreement.

#### **15. Term; Termination.**

This Agreement shall be effective the earlier of: (i) you access our Website; (ii) utilize our Services; (iii) enter Authentication information; (iv) or initiate Fundraising Activities, and shall continue until either Party terminates the Agreement (the "Term"). This Agreement may be terminated by mP6 immediately for any reason or no reason by (i) giving you written notice (which email shall be sufficient for purposes hereunder) of such termination, or by mP6 terminating your access to our Website or Services. This Agreement may be terminated by User for any reason by: i) emailing mP6 at [support@mp6.io](mailto:support@mp6.io) or by cancelling your account and ceasing all activities related to your use of our Services and any Fundraising Activities(s).

In addition, mP6 reserves all of its legal rights to pursue any and all legal remedies if we believe your use of the Website or involvement with a Fundraising Activities is fraudulent or otherwise unlawful, or you are taking any actions or omissions that violate any term or condition of this Agreement or in order to protect our name and goodwill, our business, our intellectual property and/or other users. In addition to the miscellaneous section below, the provisions concerning mP6's proprietary rights, indemnity, disclaimers of warranty, limitation of liability, and governing law will survive the termination of this Agreement for any reason.

#### **16. User Disclaimers.**

We strive to provide a reliable and functional Services and any related information or assistance. However, any such Services, information, or assistance are provided on an "as-is" and "as available" basis and may include errors, omissions, or other inaccuracies. You assume the sole risk of making use and/or relying on our Services, information and assistance. mP6 expressly disclaims all warranties and conditions with respect to our Services and all elements thereof, whether implied, express, or statutory, including the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement of third-party rights, satisfactory

quality, quiet enjoyment and accuracy, or any other implied warranty, including any warranty pursuant to the uniform computer information transactions act as enacted by any state. mP6 does not guarantee or promise any specific functionality or features in regard to our Services. mP6 also makes no representation, warranty or guarantee of any kind that your use of our Services or launch of Fundraising Activities will help you or your Team raise money, that our Services or any Fundraising Activities will operate error-free or in an uninterrupted fashion or that any files or information that you download from our Services will be free of viruses or contamination or destructive features. You assume all risks of using our Services.

#### **17. mP6 Disclaimers.**

All content related to any Fundraising Activities including any descriptions or information regarding an organization is being provided by the end users of our Services, and we neither edit nor verify any of such content. The inclusion of any such organization in Fundraising Activities or on our Website should not be viewed as an endorsement or recommendation of any kind, and we do not make any warranty or guarantee as to the truthfulness of any statements concerning the organization, or the worthiness, good standing, or financial health of any such organization. We also make no promises as to how any donations may be used by the organization or Team. We do not monitor nor control any of the organization's or Team's activities, and we shall not be responsible, in any manner or form, for the use or non-use of any funds or donations given to any such organizations or Teams. All content and other information is provided on an "as-is" or "as available" basis, and we expressly disclaim all warranties and conditions with respect to our Services or Website, any Fundraising Activities, any content and all elements thereof, whether implied, express, or statutory, including the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement of third-party rights, satisfactory quality, quiet enjoyment and accuracy, or any other implied warranty under the uniform computer information transactions act as enacted by any state, or any similar law. mP6 also makes no representation or warranty that the Website or any Fundraising Activity will operate error free or in an uninterrupted fashion or that any files or information that you download from our Website will be free of viruses or contamination or destructive features.

#### **18. Limitation of Liability.**

Under no circumstance shall mP6 and its successors, assigns, parents, subsidiaries, affiliates, officers, directors, agents, developers, networks, and distributors be liable for: (i) any direct, indirect, punitive, incidental, special, exemplary, or consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data, business or profits (including loss of donations) that result from the use of, or the inability to use, our Services or any of the services; (ii) any action taken in connection with an investigation by mP6 or law enforcement authorities regarding your or any other party's use of our Services; (iii) any action taken in connection with, or related to, copyright or other intellectual property or its owners; (iv) any errors or omissions in our Services' operation; (v) any damage to your mobile device or other equipment or technology (including, without limitation, 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 (vi) any other technical or other malfunction, including, without limitation, loss of goodwill, whether in an action of contract, negligence, strict liability, tort or any other action. In no event will mP6 be liable to you or anyone else for death or personal injury, even if the possibility of such damages has been advised, and even if a remedy set forth herein is found to have failed its essential purpose. Applicable law may not allow the limitation or exclusion of liability for exemplary, incidental or consequential damages, so the above limitation or exclusion may not apply to you. By accessing and using our Services, you expressly agree to the allocation of risk set forth herein; if you do not agree to this allocation of risk, you must not access or use

our Services. 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.”

### **19. Foreign Activities; Domestic Hosting.**

mP6 does not support, nor allow, any Fundraising Activities for you, any Team or organization, person, or any other party domiciled outside of the United States. If you are raising funds for a domestic Fundraising Activity from outside of the United States, please be aware that your use of our Services requires that you comply with all applicable federal and state laws. You further agree to comply with all applicable laws regarding the transmission of data exported from the United States or the country in which you reside.

Our Website and all Fundraising Activities pages are hosted in the United States. If you are a foreign user of our Website or Fundraising Activities pages, by visiting or using an element thereof you agree to comply with all applicable federal and state laws. You further agree to comply with all applicable laws regarding the transmission of data exported from the United States or the country in which you reside. Without limiting the generality of the foregoing, if you are a user, you agree to obtain and comply with all conditions of any registrations, permits, licenses, consents or permissions that you are required to hold in order to utilize the Website and any related Fundraising Activities, and you shall immediately notify us if any such registration, permit, license, consent or permission is terminated or revoked.

We make no representations that our Website, any Fundraising Activities, and any and all information contained therein, including the Digital Content, are appropriate, available or legal in any particular location. Our Website and any Fundraising Activities are not intended for access or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject mP6 to any registration requirement within such jurisdiction or country. You hereby acknowledge and agree that you are choosing to access our Website and any Fundraising Activities on your own initiative and that you are responsible for compliance with all applicable international, federal, state, local and any other applicable laws, statutes, ordinances and regulations regarding your use of the thereof.

### **20. Modification and Amendment.**

You hereby acknowledge and agree that this Agreement made modified or amended at the sole discretion of mP6. If any modification is unacceptable to you, your only recourse is to immediately cease using or accessing our Services, and you can also provide notice of your termination of this Agreement by emailing us at [support@mp6.io](mailto:support@mp6.io). Your continued access or use of our Services following our change will constitute binding acceptance of the change.

### **21. Equitable Relief.**

You recognize and acknowledge that a breach of your obligations hereunder may cause irreparable and material loss and damage to mP6 and/or its affiliates, the amount of which cannot be determined readily and as to which mP6 and/or its affiliates will not have an adequate remedy at law or in damages. Accordingly, in addition to any remedy mP6 and/or its affiliates may have in damages by an action at law, mP6 and/or its affiliates shall be entitled to the issuance of an injunction restraining any such breach or threatened breach or any other remedy at law or in equity for any such breach.

## **22. Confidentiality.**

During the Term hereof and for three (3) years after termination, you agree not to disclose any Confidential Information (as hereinafter defined) obtained from mP6 to any other person or entity. As used herein, “Confidential Information” means information that is identified (orally or in writing) as confidential or is of such a nature that a reasonable person would understand such information to be confidential. Confidential Information shall not include information: (i) generally known to the public; (ii) already known, through legal means, to the party receiving the information; or (iii) legally obtained from a third-party who obtained it without violation of a duty of confidentiality to mP6.

## **23. General Provisions.**

### **Entire Agreement**

This Agreement constitutes the complete and entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter.

### **Successors and Assigns**

The rights and obligations of a Party under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of that Party. You may not assign your rights, subcontract or otherwise delegate you obligations under this Agreement without mP6’s prior written consent. mP6 may directly or indirectly assign its rights, or subcontract or otherwise delegate its obligations, under this Agreement at any time, by contract or by operation of law.

### **Force Majeure**

mP6 shall not be liable for any failure or delay in performance due in whole or in part to any cause beyond the reasonable control of mP6 including a delay in services from its contractors, vendors, agents or suppliers, including but not limited to utility or transmission failures, power failure, strikes or other labor disturbances, acts of God, acts of war or terror, floods, sabotage, fire, natural or other disasters.

### **Survival**

All provisions that by their nature are intended to survive, including but not limited to disclaimers of warranties, confidentiality obligations and limitations of liability provisions, shall survive the termination of this Agreement. All other provisions shall be of no further force or effect upon termination, provided that all such provisions shall survive to the limited extent necessary for your Fundraising Activities to be completed (including completing any and all transactions with any lead(s) provided pursuant to this Agreement), whether during the Term of this Agreement or any time subsequent to such Term.

### **Notices**

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (i) by personal delivery, when delivered personally; (ii) by overnight courier, upon written verification of receipt; (iii) by telecopy or facsimile transmission, upon acknowledgment of receipt of electronic transmission; (iv) by certified or registered mail, return receipt requested, upon verification of receipt, or (v) via email to the email address provided by you or as for mP6 email sent to [support@mp6.io](mailto:support@mp6.io).

## **Relationship of the Parties**

Nothing in this Agreement will create any partnership, franchise, joint venture, sales representative, or employment relationship between the Parties. You shall not have any authority to act for or to bind mP6 or any of its affiliates in any way.

## **Governing Law; Venue**

This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of South Carolina. Each Party irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Charleston, South Carolina.

## **Severability**

If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable: (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision and, for avoidance of doubt, if such holding of invalidity or unenforceability is based on a measure of liability, such provision shall be replaced by a legally valid measure of liability; and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

## **Waiver; Modification**

No term or provision hereof will be considered waived by a Party, and no breach excused by a Party, unless such waiver or consent is in writing signed by the Party to be charged therewith. This Agreement may be amended or modified by mP6 at any time.

## **No Class Actions**

You and mP6 agree that any proceedings to resolve or litigate any dispute will be conducted solely on an individual basis, and that neither you nor mP6 will seek to have any dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which you or mP6 acts or proposes to act in a representative capacity. You and mP6 further agree that no proceeding will be joined, consolidated, or combined with another proceeding without the prior written consent of you, mP6, and all parties to any such proceeding.

## **Contact Us**

mP6 welcomes your questions or comments regarding the above provisions:

[www.mp6.io](http://www.mp6.io)

1082 Clearspring Drive

Charleston, SC 29412

United States of America

[support@mp6.io](mailto:support@mp6.io)