

Terms of Use

J Plus Products Inc. (“Donations4Education.com”)

Welcome to Donations4Education By using this Sites and the Services, in addition to any Additional Policies applicable to specific features, content and functionality of the Services (incorporated into the Terms by reference) offered by www.Donations4Education.com (and/or www.donate4edu.com or www.ClaimYourPage.com), Users agree to be bound by these Terms.

Donations4Education may amend the Terms at any time in our sole discretion by posting a revised version of the Terms. Unless we make clear otherwise, access to or continued use of the Services after the effective date of the revised Terms constitutes your acceptance of the revised Terms. If we make any material change to these Terms, we will notify Users by sending an email, posting a notice through the Services, or any other place(s) appropriate.

Additional Policies

The following policies and guidelines are incorporated into the Terms by reference:

- a. Privacy Policy
- b. Service Fee Agreement
- c. Intellectual Property Policy

NOTE: AGREEMENT TO ARBITRATION. BY AGREEING TO THESE TERMS, USERS AGREE TO RESOLVE DISPUTES WITH DONATIONS4EDUCATION THROUGH BINDING ARBITRATION (AND WITH VERY FEW LIMITED EXCEPTIONS, NOT IN COURT), AND USERS WAIVE CERTAIN RIGHTS TO PARTICIPATE IN CLASS ACTIONS (AS DETAILED IN THE DISPUTE RESOLUTION, ARBITRATION AND CLASS ACTION WAIVER IN SECTION 20 BELOW).

1. Definitions

Capitalized terms used in the Terms are defined in this Section 1 or in the Section where they are first used.

- a. “**Administrators**” refers to individuals who have administrative access to a Campaign(s), to those who have administrative access to an organization account on Donations4Education, and, by reference, to the Organization(s) that those individuals may represent;
- b. “**Campaign(s)**” are any fundraiser or similar event hosted on Donations4Education.com (or affiliated sites) which enables Administrators to accept Contributions from other Users;

c. “**Content**” refers to all software, technology, designs, materials, information, communications, text, graphics, links, electronic art, animations, illustrations, artwork, audio clips, video clips, photos, images, reviews, ideas, and other data or copyrightable materials or content, including the selection and arrangements thereof offered through the Services;

d. “**Contributions**” refers to any monetary or non-monetary transactions made to a Campaign on www.Donations4Education.com (or any affiliated site);

e. “**Donors**” refers to any User that makes a Contribution to a Campaign on www.Donations4Education.com (or any affiliated site);

f. “**DMCA**” refers to the Digital Millennium Copyright Act of 1998, including any amendments;

g. “**Infringement**” refers to the unauthorized or not permitted use of copyrighted material or other intellectual property rights;

h. “**Marks**” refers to the trademarks, service marks, and logos used and displayed throughout the Services or in any or in any Donations4Education Content;

i. “**Items**” refers to what a Donor may receive in exchange for making a Contribution to a Campaign. This can include, but is not limited to, entries into a drawing or contest, prizes that a Donor may receive from winning a drawing or contest, and any other tangible or intangible goods that are provided to a Donor;

j. “**PII**” refers to personally identifiable information, as that term is defined under all applicable law;

k. “**Privacy Policy**” refers to Donations4Education’s privacy policy, and incorporated herein by reference;

l. “**Donations4Education**”, “**We**”, “**Our**” or “**Us**” refers to J Plus Products, Inc. dba Donations4Education, an Indiana company, together with its parents, subsidiaries, affiliates, agents, representatives, consultants, employees, officers, and directors;

m. “**Donations4Education Content**” refers to Content provided by Donations4Education to Users in connection with the Services, including, without limitation, the software, the products and the Sites;

n. “**Services**” refers to the Sites, mobile applications or connected applications, other offerings and services provided on the Sites;

o. “**Sites**” refers to www.Donations4Education.com, www.donate4edu.com or www.ClaimYourPage.com websites;

p. “**Terms**” or “**Terms of Use**” refers the Terms of Use, Donations4Education’s Privacy Policy, all applicable laws, and all conditions or policies referenced herein;

q. “**User**”, “**you**” or “**your**” refers to Administrators, Donors or any other visitor to the Sites or users of the Services, either individually or collectively;

r. “**User Content**” refers to Content uploaded, transmitted, or posted to the Services by a User, including User Content in a Campaign.

2. What is Donations4Education?

Donations4Education is an online fundraising platform for Users to seek to raise funds for their own Campaigns and to contribute to the Campaigns of others.

3. Your Account and Obligations

We grant you a limited, non-exclusive, non-transferable, and revocable license to use our Services—subject to the Terms and the following restrictions in particular:

a. You are responsible for your account. To use many of the Services, you will need to register and create an account with an email address and password. You must provide us accurate and complete information, and you must update your account information as needed to keep the information accurate and complete. You may not impersonate anyone else or violate any individual’s rights. If you do so, we may cancel your account. You are solely responsible for maintaining the confidentiality of your account and for all activities associated with or occurring under your account. If you suspect or discover any unauthorized use of your account, you should notify Donations4Education immediately contacting Us at support@Donations4Education.com or any other available means to contact Us. To the extent permissible under applicable law, we are not responsible for any loss or damage arising from your failure to comply with the foregoing requirements or as a result of use of your account with or without your knowledge.

b. Deleting your account. You may submit a request to delete your account by contacting use at support@Donations4Education.com, but this will not automatically delete User Content. We may need to retain certain information as required by law or as necessary for our legitimate business purposes. All provisions of these Terms survive termination of an account, including our rights to User Content.

c. You must be 18 years old. You must be 18 years or older to sign up for an account and use our Services. Outside of the European Economic Area (“EEA”), minors between the age of 13 and 18 years are only permitted to use our Services through an account owned by a parent or legal guardian where the parent has provided affirmative consent and under their direct supervision. Children under 16 residing in the EEA are not permitted to access the Sites or use the Services. You are responsible for any and all account activity conducted by a minor on your account.

d. Follow the law and our policies. You may not take any action that violates the law, infringes or violates anyone else’s rights, or breaches any agreements or legal obligations that you have toward anyone. You may not offer any Items that are illegal, violate any of Donations4Education’s policies, rules, or guidelines, or violate any applicable law, statute, ordinance, or regulation.

- e. Be truthful. Don't post information you know is false, misleading, or inaccurate. Don't do anything deceptive or fraudulent.
- f. Respect the rights of others. You may not threaten, abuse, harass, defame, or engage in behavior that is libelous, tortious, obscene, profane, or invasive of another person's privacy.
- g. Spam and unsolicited communications. You may not distribute unsolicited or unauthorized advertising or promotional material, or any junk mail, spam, or chain letters. You may not run mail lists, listserves, or any kind of autoresponder or spam on or through the Sites.
- h. Respect the property of others. You may not distribute software viruses, or anything else designed to interfere with (1) the proper function of any software, hardware, or equipment on the Sites or (2) the use of the Sites by any other User. You may not access our Sites or Services if we have prohibited you from doing so.
- i. Do not engage in activities that affect the functioning of the Sites. You may not bypass any measures that we have put in place to secure the Services, take actions to gain unauthorized access to any system, data, passwords, or other Donations4Education or User information or Services, reverse engineer or take apart any aspect of the Services to access any underlying information, or use any kind of software to "crawl" or "spider" any part of the Sites.
- j. Respect privacy. When you use the Services or create a Campaign, you may receive information about other Users, including personally identifiable information ("**PII**") such as names, email addresses, and physical addresses. This information is provided for purely for the purpose of fulfilling the requirements of the applicable Campaign and other Services and may not be used for other purposes, including cross-promotional marketing, without separate, verifiable consent from the User. You will maintain records of all such verifiable consent.

4. Creating and Running a Campaign

When you, as an Administrator, creates a Campaign on the Sites and asks for Contributions, you understand that you are entering into separate legal agreements with both Donations4Education and with Donors, and the following rules apply (in addition to all other Terms and Additional Policies).

- a. **Service Fees.** Administrators may be charged a Service Fee as a portion of the Contributions they receive (the "**Service Fees**"). The Service Fees are effective on the date that the Service Fees are posted and may be updated from time to time. Service Fees will be charged at the then-current rate based on the Service Fee Agreement chosen by the Administrator for each specific Campaign.
- b. **Agency Relationship.** In connection with receiving Contributions from Donors, Administrators appoint Donations4Education as the Administrator's limited agent for the sole purpose of receiving, holding, and settling payments to such Administrator. As an Administrator's agent, Donations4Education's receipt of Contributions on an Administrator's behalf is the same as receipt of Contributions directly by an Administrator. Donations4Education's appointment with respect to a Contribution terminates with the settlement of payment to the Administrator. Until payment is

settled to the Administrator, the Administrator agrees to bear the risk of loss, theft, destruction, or damage to that Contribution.

c. **Right to Withhold Funds.** Administrators should not assume that they will receive Contributions made to a Campaign. Disbursement of Contributions to an Administrator may be delayed, or withheld in their entirety, for a number of reasons including, but not limited to, refunds, chargeback disputes, fraud, violation of the Terms or Use or any other policy, or any other situation where We determine that Contributions should not be disbursed in its sole discretion. Contributions may also be used to reimburse Us for any chargebacks and refunds incurred by Us for a Campaign. We may also seek reimbursement from an Administrator by any other lawful means, including by using third-party collection services.

5. Legal obligations of Administrators

As an Administrator, you are entering into a legal agreement with a Donor when they make a Contribution to your Campaign, which includes the following obligations (in addition to all other Terms and Additional Policies):

- a. If applicable, provide any Items associated with a Campaign in the timeframe that is communicated to Donors, or inform Donors of any issues associated with Items.
- b. Comply with all applicable laws and regulations in the acceptance and use of Contributions.
- c. If applicable, comply with EEA Data Controller Obligations. As an Administrator, you (and Donations4Education) will independently fulfill all duties required of data controllers under applicable EEA data protection law (such law shall include, but not be limited to, the EU General Data Protection Regulation (Regulation (EU) 2016/679) (“**GDPR**”); (iii) the EU e-Privacy Directive (Directive 2002/58/EC), including subsequent variations, such as the Regulation of the European Parliament and of the Council concerning the respect for private life and the protection of personal data in electronic communications and repealing Directive 2002/58/EC (“**ePrivacy Regulation**”), if enacted).

Your data controller duties include:

- 1. Determining and qualifying the necessary legal basis or bases for your collection or processing of personal information;
 - 2. Managing and reporting security incidents;
 - 3. Transfers;
 - 4. Entering into contracts only with data processors that provide adequate protections for personal data and including appropriate contractual language;
 - 5. Maintaining records of your data processing activities;
 - 6. Conducting any required data protection impact assessments; and
 - 7. Implementing and maintaining all measures required pursuant to Article 32 of the GDPR.
- d. If applicable, respond to EEA Data Subject Requests. You and Donations4Education will have an independent obligation to respond to any requests received by either of us from EEA data subjects regarding personal data, including without limitation, those set forth in Chapter III of the

GDPR. The party that receives the data request is responsible for responding to the request. Administrator and Donations4Education shall reasonably cooperate and assist each other with these requests, to the extent that is legally permissible.

Please remember that as an Administrator, you are solely responsible for fulfilling the obligations of your Campaign and delivering Items. If you are unable to perform on this, or any of your other legal obligations, you may be subject to legal action by Donors.

6. Contributing to a Campaign

When a Donor makes a Contribution to a Campaign, Donor understands that the following rules and terms apply (in addition to any other Additional Policies as mentioned in the Additional Policies section above).

- a. Voluntary Contributions. All Contributions are made voluntarily and at the sole discretion and risk of the Donor.
- b. No Guarantee. Donations4Education does not guarantee that Contributions will be used as promised, that, if applicable, Administrators will deliver Items, or that the Campaign will achieve its goals. Donations4Education also does not endorse, guarantee, make representations, or provide warranties for or about the quality, safety, morality or legality of any Campaign, Item, or Contribution, or the truth or accuracy of User Content posted on the Services.
- c. Credit Card Charges. When you Contribute to a Campaign, your credit card will be charged the amount of the Contribution after you confirm and submit your payment information.
- d. Communications Between Administrators and Donors. Once you have made a Contribution to a Campaign, the Administrators may need to contact you to obtain additional information such as shipping address, specific preferences for an Item (i.e. color or size of a t-shirt), or may ask for your feedback on the Campaign. In some instances, to receive an Item, you may need to provide the requested information within the requested time frame to receive the Item, otherwise, it will not be fulfilled. Administrators should not ask for information that is not required for their legitimate business purposes and should not request sensitive personal information such a Social Security number or credit card/banking information. Please contact us here if you receive a request for information that appears to be excessive.
- e. Taxes are your responsibility. Donors are solely responsible for determining how to treat their Contributions and receipt of any Items for tax purposes.

7. Donations4Education's Role

- a. We do not endorse any User Content. While Donations4Education supports the creation of Campaigns, we only provide the Sites for Users to interact. We do not pre-screen any Campaigns or endorse any User Content on our site.
- b. We may remove User Content in our discretion. If you see User Content that violates these Terms, then let us know and we may remove it. Removing content or terminating accounts is not

an action we take lightly, and we may take a while to investigate and determine if User Content should be removed. We do not communicate our reasons for removing, or keeping, User Content on the Sites.

c. We do not guarantee Items. If applicable, Administrators are solely responsible for the delivery of Items.

d. We do not provide tax or legal advice to Users. Users are solely responsible for determining how the tax laws, or any other laws, apply to running a Campaign, Contributing to a Campaign, or utilizing any of the Services.

e. We do not become involved in legal disputes between Users or third parties. Though we may facilitate discussions between Users who have disputes with each other, Donations4Education takes no responsibility and does not have any liability for any disputes or violations of agreements between any Users, including between Administrators and Donors or Administrators and any third parties.

f. You are responsible for your Campaigns, even if you engage our help. Donations4Education may offer services to Users, including, without limitation, helping with drafting Campaign content, assisting with the design of Campaigns, and referring vendors and other service providers to Administrators. Such services may be subject to separate agreement between Administrators and Donations4Education. Even if we help with your Campaign, Administrators remain solely responsible for the Campaign and must comply with all obligations herein as the only responsible party for the Campaign.

8. Fees and Taxes

a. Service Fees. There are no fees for creating an account on the Sites. Administrators are charged a Service Fee as a portion of the Contributions they raise. The Service Fees are effective on the date that the Service Fees are posted and will be consistent with the Service Fee Agreement in place at the time of the Campaign.

b. Taxes. Taxing authorities may classify Contributions as taxable income to the Administrator and any beneficiary who will receive funds directly from the applicable Campaign. Donations4Education may ask for the tax identification number (TIN) of Administrators and any beneficiaries so that we may report taxable income to the relevant taxing authorities. Donations4Education may provide Administrators with a tax document if required by the relevant taxing authorities. Donations4Education is unable to provide any User or third party with tax advice and suggests that such Users or third parties consult with tax advisors of their choice.

9. Our Intellectual Property

a. Donations4Education Intellectual Property. Donations4Education's Services, Content and Marks, are legally protected in a number of ways, including copyright, trademark, service marks, patents, trade secrets, and other U.S. and international intellectual property laws. You agree to respect all copyright and other legal notices, information, and restrictions contained in any

Donations4Education Content, Services, or Marks accessed through the Sites or the Services. You agree not to change, translate, or otherwise create derivative works of the Services.

b. Limited User Rights; License to Donations4Education Content. Donations4Education grants you a limited license to access and use User Content and Donations4Education Content, solely for use of the Services (the license is worldwide, non-exclusive, non-sublicensable, non-transferable license), in accordance with these Terms. You may not reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, license, or otherwise transfer or use any User Content or Donations4Education Content unless we give you explicit permission to do so. User Content and Donations4Education Content is licensed, and not sold, to you. We reserve the right to revoke this license to access and use User Content and Donations4Education Content granted to you at any time.

c. Donations4Education Trademark Policy. You may use the Donations4Education Marks only in accordance with the license provided herein.

10. Your Intellectual Property

Your User Content remains your property and is protected, without limitation, pursuant to U.S. and foreign copyright and other intellectual property laws. When you submit User Content to the Sites or via the Services, you agree to the following terms:

a. You allow us to use User Content. You grant us a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sublicensable, transferable, right to use, exercise, commercialize, and exploit the copyright, publicity, trademark, and database rights with respect to User Content.

b. We can make changes to or delete User Content. You grant us the right to make changes, edits, modifications, translations, formatting, or otherwise change or delete any User Content.

c. You have all legal rights to User Content. You represent and warrant that: (1) you have all licenses, rights, consents, and permissions necessary to grant the rights set forth in these Terms to Donations4Education with respect to your User Content; (2) your User Content does not and will not infringe any third party's intellectual property rights, proprietary rights, privacy rights, confidentiality, rights of publicity or otherwise violate these Terms or applicable law; and (3) we shall not need to obtain any licenses, rights, consents, or permissions from, or make any payments to, any third party for any use of your User Content or have any liability to a User or any other party as a result of any use or exploitation of your User Content.

11. How to report Copyright and other Intellectual Property issues

We take intellectual property rights very seriously. We comply with intellectual property laws and industry best practices in order to maintain the integrity our Sites and Services. The Digital Millennium Copyright Act ("**DMCA**") sets out the legal system to report notices of alleged copyright infringement, and Donations4Education also maintains policies concerning claims of trademark and patent infringement. We will respond to notices of alleged infringement if they comply with the law and the requirements set forth in our Intellectual Property Policy. We reserve the right to delete

or disable User Content alleged to be infringing, and to terminate user accounts for repeat infringers (in our sole discretion).

a. To submit a claim of copyright infringement, please visit our Intellectual Property Policy and follow the instructions. The Intellectual Property Policy also explains how Administrators can respond when their Campaigns are affected by a notice. We will only respond to claims submitted in compliance with our Intellectual Property Policy.

12. Donations4Education's Rights Concerning User Accounts; Termination

a. We have the right to monitor, terminate, suspend, or delete any User Account at any time for any reason, or no reason. It is our policy not to comment on any reasons for termination and we have no obligation to provide you with a reason for termination.

b. We will not have any liability to you or third parties for any use of the Services associated with your account or Campaign. Upon termination, you must cease all use of the Services and User Content. All representations and warranties shall survive termination.

13. Payment Services

a. Credit card payment processing services for Administrators on Donations4Education are provided by third-party processors and are subject to the applicable terms of service for those processors. As an Administrator, you agree to be bound by these terms of service, as applicable to you. As a condition to Donations4Education enabling credit card payment processing services, you agree to provide Donations4Education accurate and complete information about you and your business, and you authorize Donations4Education to share any such information with the third-party processor as necessary, as well as transaction information related to your use of the payment processing services provided by them.

14. System Outages and Maintenance

The Services may be unavailable for scheduled maintenance and other purposes, or because of unplanned outages or other malfunctions. We are not responsible if the Services are unavailable, or if you lose any data, information, or User Content for any reason.

15. Indemnity

a. You agree to defend, indemnify and hold harmless Donations4Education, its subsidiaries and affiliated companies, and their officers, directors, employees, partners, contractors, representatives, agents, and third party providers from and against any and all claims, causes of action, damages, obligations, losses, liabilities, costs or debt, and expenses (including reasonable attorneys' fees and costs) and all amounts paid in settlement arising from or relating to, breach of these Terms (including, but not limited to, failure to fulfill a Item or refund a Contribution) or violation of any laws. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter for which you have agreed to indemnify us and you agree to assist and cooperate with us as reasonably required in the defense or settlement of any such matters.

16. No Warranty

DONATIONS4EDUCATION HAS NO FIDUCIARY DUTY TO ANY USER. THE SERVICES, DONATIONS4EDUCATION CONTENT, USER CONTENT, AND ANY OTHER MATERIALS MADE AVAILABLE OR THROUGH THE USE OF THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR COURSE OF PERFORMANCE. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, DONATIONS4EDUCATION AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DONATIONS4EDUCATION AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVER(S) ON WHICH THE SERVICES ARE HOSTED, OR ANY SERVICES AVAILABLE ON ANY THIRD PARTY PLATFORM ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO OPINION, ADVICE OR STATEMENT OF DONATIONS4EDUCATION OR ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS, MEMBERS OR VISITORS, WHETHER MADE THROUGH THE USE OF THE SERVICES, OR ON THIRD PARTY PLATFORMS OR OTHERWISE, SHALL CREATE ANY WARRANTY. YOUR USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION ANY SERVICES PROVIDED ON ANY THIRD-PARTY PLATFORM, ARE ENTIRELY AT YOUR OWN RISK.

17. Disclaimer of Liability

a. Use the Services at your own risk. We make no representations about the quality, safety, morality or legality of any Campaign, Item or Contribution or the truth or accuracy of User Content posted on the Services. We do not guarantee the fulfillment or the performance of any Items, or that Contributions will be used as described in the Campaign. We do not control or endorse User Content posted on the Sites or in any Services and, as such, do not guarantee in any manner the reliability, validity, accuracy or truthfulness of such User Content. Donations4Education is not liable for any damages or losses related to your use of the Services. We do not become involved in disputes between Users, or between Users and any third party relating to the use of the Services.

b. You release us from all claims. When you use the Services, you release Donations4Education from claims, damages, and demands of every kind – known or unknown, suspected or unsuspected, disclosed or undisclosed – arising out of or in any way related to such disputes and the Services. All Content that you access or use through the Services is entirely at your own risk and you are solely responsible for any resulting damage or loss to any party.

c. YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES

AND USER CONTENT, AND ANY CONTACT YOU HAVE WITH OTHER USERS OR THIRD PARTIES, WHETHER IN PERSON OR ONLINE, REMAINS WITH YOU. NEITHER DONATIONS4EDUCATION NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE (WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT DONATIONS4EDUCATION HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE) FOR: (A) ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL; (B) SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE; (C) THE COST OF SUBSTITUTE PRODUCTS OR SERVICES; (D) ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS; (E) THE USE OF OR INABILITY TO USE THE SERVICES; (F) ANY COMMUNICATIONS OR OTHER INTERACTIONS WITH OTHER USERS OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES; OR (G) YOUR CAMPAIGNS OR CONTRIBUTIONS.

IN NO EVENT SHALL THE TOTAL, AGGREGATE LIABILITY OF DONATIONS4EDUCATION AND ITS AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, ARISING FROM OR RELATING TO THE TERMS, SERVICES, OR USER CONTENT, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO DONATIONS4EDUCATION BY YOU HEREUNDER, OR ONE HUNDRED US DOLLARS IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE.

18. Waiver and Release (for CA Residents)

For Users in a jurisdiction that requires a specific statement regarding waiver and release then the following applies. For example, California residents must, as a condition of this Agreement, waive the applicability of California Civil Code Section 1542 for unknown claims which states: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." You waive this section of the California Civil Code and any similar provision in law, regulation or code that has the same effect or intent as the foregoing release.

19. Legal Disputes Not Subject to Arbitration Will Be Handled in Carmel, IN and Subject to Indiana Law.

Donations4Education is based in Carmel, Indiana, so for any actions not subject to arbitration, you and Donations4Education agree to submit to the personal jurisdiction of a state court located in Carmel, IN or the United States District Court for the Southern District of Indiana. The Terms and the relationship between you and Donations4Education shall be governed in all respects by the laws of the State of Indiana, without regard to its conflict of law provisions.

20. Dispute Resolution, Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

We encourage you to contact us if you have an issue, as most issues can be resolved without the involvement of a court or arbitrator. If negotiations do not resolve any disputes relating to your use of Donations4Education or these Terms, you and we agree to submit the dispute to arbitration. The only exceptions to arbitration are (1) for intellectual property claims alleging misuse, Infringement, or misappropriation of intellectual property; (2) for claims falling within the jurisdiction of small claims court; and (3) where you have opted out of arbitration in accordance with these Terms.

This arbitration must be administered by JAMS under the JAMS Streamlined Arbitration Rules & Procedures. Judgment on the arbitration award may be entered in any court with jurisdiction. Arbitrations may only take place on an individual basis. **No class arbitrations or other grouping of parties is allowed. By agreeing to these terms, you are waiving your right to trial by jury or to participate in a class action or representative proceeding; we are also waiving these rights. If this prohibition of class arbitrations or other grouping of parties is deemed unenforceable, then this entire “Dispute Resolution, Arbitration and Class Action Waiver” shall be deemed void and severed from the Terms.** We follow the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness for all arbitrations done under these terms. Among other things, this means that if you initiate an arbitration against us, you will be required to pay a \$250 filing fee, and Donations4Education will pay for the other fees, including arbitrator fees. You are responsible for your own attorneys’ fees unless the arbitration rules and/or applicable law provide otherwise. It also means that the arbitration will be held in the county in which you live, or any other location we agree upon. If you do not live in the United States, however, you agree to initiate arbitration in Carmel or Indianapolis, Indiana. If any portion of these terms do not follow that standard, that portion is severed from these terms.

To file an arbitration, you must: (a) submit a Demand for Arbitration and \$250 in filing fees to JAMS; and (b) send one copy of the Demand for Arbitration to Donations4Education, J Plus Products, Inc., 4000 West 106th St., Ste 125-217, Carmel, IN 46032.

You can opt-out of the arbitration and class action waiver provisions set forth above by sending an email (from your registered email address on Donations4Education) letting us know that you are opting out by contacting us with the subject line, “ARBITRATION AND CLASS ACTION WAIVER OPT-OUT” within thirty (30) days of your first use of the Sites, or the Effective Date of the first Terms of Use containing an arbitration and class action waiver provision, whichever is later. Otherwise, you agree to arbitrate. If you opt-out of the arbitration and class action waiver provisions set forth above, we will not be subject to them either with respect to any disputes with you.

Donations4Education will provide thirty (30) days’ notice of any changes to this section by updating these Terms, sending you a message, or otherwise notifying you when you are logged into your account. Amendments will become effective thirty (30) days after they are posted the Sites or sent to you. Changes to this section will otherwise apply prospectively only to claims arising after the thirtieth (30th) day. If a court or arbitrator decides that this paragraph is not enforceable or valid, then this subsection shall be severed from the section entitled “Dispute Resolution, Arbitration and

Class Action Waiver,” and the court or arbitrator shall apply the first Arbitration and Class Action Waiver section in existence after you began using the Services.

This “Dispute Resolution, Arbitration and Class Action Waiver” section shall survive any termination of your account, these Terms, or the Services.

23. Full Agreement Between You and Us

These Terms are the entire agreement between You and Donations4Education with respect to the Services. They supersede all other communications and proposals (whether oral, written, or electronic) between you and Donations4Education with respect to the Services and govern our relationship. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. Donations4Education’s failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

24. Miscellaneous

We may modify or discontinue the Services at any time, in our sole discretion. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms. No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Donations4Education’s failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim arising out of or related to the Services, whether brought in arbitration or before a court of law, must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred. Notwithstanding the foregoing, this statute of limitations shall not apply to residents of New Jersey.

Effective Date: October 6, 2021