

# **GIVINGCOMPASSION.CARE CROWDFUNDING BY FEDERATED**

## **Access and Use Terms and Conditions**

PLEASE READ THESE TERMS AND CONDITIONS OF USE (THE "AGREEMENT," "TERMS" OR THE "TERMS AND CONDITIONS OF USE") CAREFULLY BEFORE USING THE SERVICES OFFERED BY FEDERATED FUNERAL DIRECTORS OF AMERICA ("FEDERATED," "WE," "US" or "OUR"). ALL REFERENCES TO "YOU" OR "YOUR" SHALL REFER TO ANY USERS (DEFINED BELOW). THIS AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE WEBSITE AT **givingcompassion.care**, ALL OTHER SITES OWNED AND OPERATED BY FEDERATED OR ITS AFFILIATES THAT REDIRECT TO **givingcompassion.care**, AND ALL SUBDOMAINS (COLLECTIVELY, THE "SITE"), AND THE SERVICES OWNED AND OPERATED BY FEDERATED ON THE SITE (TOGETHER WITH THE SITE, THE "SERVICES"). BY USING THE SITE OR SERVICES IN ANY MANNER, INCLUDING, BUT NOT LIMITED TO, VISITING OR BROWSING THE SITE OR CONTRIBUTING CONTENT, INFORMATION, OR OTHER MATERIALS TO THE SITE, YOU AGREE TO BE BOUND BY THIS AGREEMENT.

### **Summary of Services**

Federated makes available a funding platform to owners and operators of funeral homes and other providers of funeral services ("Organizers") in order to establish fundraising campaigns to raise funds from visitors and other users of the Site (collectively, "Users", including without limitation "Organizers," as well as all backers, supporters or donators, as may be further described on the Site), specifically and exclusively to be used for **funeral related services** ("Campaigns"). The Services may make various forms of content accessible, including, but not limited to, photographs, images, video, audio clips, comments, data, text, software, scripts, other material and information, and associated trademarks and copyrightable works. Users may have the ability to contribute, add, create, upload, publish, display, link to, submit, distribute, facilitate the distribution of, collect, post, or otherwise make accessible ("Submit") content. "User Content" shall have the meaning set forth below in the "User Content" section.

Organizers that separately receive other services from Federated under a Master Service Agreement are referred to herein as "Members."

### **Acceptance of Terms/Private Policy**

The Services offered are subject to your acceptance of all of the terms and conditions contained in these Terms and Conditions of Use, including the Federated Privacy Policy found at [www.federated-funeral.com](http://www.federated-funeral.com), and all other operating rules, policies, and procedures that may be published on the Site by Federated, which are incorporated by reference and may be updated by Federated from time to time. In addition, some services offered in conjunction with the Services may be subject to additional terms and conditions adopted by Federated or a third party, and your use of those services is subject to any such additional terms and conditions.

The Services offered by Federated are only available to individuals who are at least 18 years of age. **You represent and warrant that if you are an individual, you are at least 18 years of age and legally competent to form a binding contract, and that all registration information you submit is accurate and truthful. Federated may, at any time, in its sole discretion, refuse to offer the**

**Services to any person or entity and change its eligibility.** This provision is void where prohibited by law and the right to access the Services is revoked in those jurisdictions.

### **Registration**

You may view content on the Site without registering, but to access certain features on the site, you may be required to register with Federated and select a screen name User ID and password. You shall provide accurate, complete, and updated registration information. Failure to do so may constitute immediate termination of your account. You shall not use as a User ID, domain name, or project name, or any other name or term that (i) is the name of another person, with the intent to impersonate that person; (ii) is subject to any rights of another person, without appropriate authorization; or (iii) is otherwise offensive, vulgar, or obscene. Federated reserves the right in its sole discretion to refuse registration of or cancel a User ID, domain name, or Funding Request. You are solely responsible for all activity that occurs on your account and shall be responsible for maintaining the confidentiality of your password for the Site. You shall never use another User's account without the other User's and Federated's express written permission. You will immediately notify Federated in writing of any unauthorized use of your account. By providing Federated your email address you consent to our using the email address to send you Services-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, including but not limited to notices of changes to features of the Services and special offers. You may enroll on the Site to receive additional information from the Organizer of the Campaign or information distributed by or related to the family for whom the Campaign has been organized.

### **Fundraising**

The crowdfunding portal, **givingcompassion.care**, is a funding platform that allows Organizers to raise funds from Users for funeral related services. By backing, donating or creating a Campaign, you agree to be bound by this entire Agreement, including the following terms:

1. To launch a Campaign using the Services an Organizer should create a funeral fundraising profile page and post a "Funding Request." To post a Funding Request, the total Contributions goal for the Campaign must be set ("Campaign Goal") and the date by which the fundraising will be completed ("Campaign Deadline") must be established on the profile page. The Campaign Deadline can be up to 30 days after the Funding Request is posted and all Campaigns shall automatically expire after 30 days.

2. All Contributions made to a Campaign must be made via PayPal® will be directed to the "Giving Compassion" trust account. For its services, PayPal will assess fees to Federated equal to 2.9% of the total Contribution plus \$0.30 per transaction ("PayPal Fees").

3. In addition to the PayPal Fees, Federated will charge an administration fee ("Federated Fee"). For all Federated Members the Federated Fee will be 5% (in addition to the PayPal Fees) on all Contributions that are actually received for each Campaign.

4. Contributions will be accepted for a Campaign until the Campaign Deadline even if the Campaign Goal is reached before the Campaign Deadline. Within ten (10) business days after the Campaign Deadline, all Campaign funds collected during the Campaign will be remitted to the Organizer. The Campaign funds will be applied in accordance with any agreement between the Organizer and the legal representative of the deceased with whom the Organizer has contracted to

organize the Campaign, including all funds that exceed the Campaign Goal or exceed the cost of funeral-related services for which the Campaign was organized.

5. After remitting Campaign funds to the Organizer, Federated is NOT responsible for any use or misuse of the Campaign funds. Federated is NOT responsible for the performance of PayPal or any other third party through which Campaign funding may be arranged. To the extent that any “chargeback” or “reversal” shall be assessed to Federated by PayPal or any other third-party institution in connection with a Contribution to a Campaign, Federated shall have the right to offset such amount against any other amounts collected for such Campaign prior to remitting the Campaign funds to the Organizer. Should there be no Campaign funds remaining against which to offset these assessments, any chargeback or reversal will become a liability of the Organizer and Federated shall be entitled to collect such amount directly from the Organizer.

6. If a Campaign is terminated or expires before any Contributions are made to the Campaign there will be no Federated Fee assessed to the Campaign.

7. We may change the Terms and Conditions of Use at any time upon notice posted at **givingcompassion.care**. If you do not accept a change we make to the Fundraising Rules, your sole remedy shall be to terminate your Funding Request. You shall have full, sole responsibility for applicable taxes for all amounts paid to you under any Funding Request or this Agreement, and for compliance with all applicable labor and employment law requirements with respect to your self-employment, sole proprietorship or other form of business organization, and with respect to your employees and contractors, including state worker's compensation insurance coverage requirements and any U.S. immigration visa requirements. You agree to indemnify, defend and hold Federated harmless from any liability for, or assessment of, any claims or penalties with respect to such withholding taxes, labor or employment requirements, including any liability for, or assessment of, withholding taxes imposed on Federated by the relevant taxing authorities with respect to any funding paid to you. We make no guarantee, representation or warranty regarding the number or amount of Contributions made to you under this Agreement.

### **Contributing to Funding Requests**

Federated may provide you the opportunity to make contributions to fundraising campaigns on the Site. You may contribute to any Funding Request with an open Funding Request in any amount you choose, subject to a minimum contribution amount of five dollars (\$5). A minimum contribution of ten dollars (\$10) is required for you to be permitted to leave a comment or message on the Campaign page of the Site. Any User may contribute to as many Campaigns as the User wishes. It is solely your choice to contribute to a Campaign. You understand that making a Contribution to a Campaign does not give you any rights in or to that Campaign, including without limitation any ownership, control, or distribution rights, and that the Organizer shall direct the Campaign in its discretion and in accordance with any separate agreement the Organizer may have with the legal representative of the deceased with whom the Organizer has contracted to organize the Campaign. You further understand that nothing in this Agreement or otherwise limits Federated’s right to enter into agreements or business relationships relating to Campaigns. Federated does not guarantee that any Campaign’s Campaign Goal will be met. No gifts or other perks will be offered for any monetary contributions to the Campaign.

**As between each User and Federated, Contributions to Campaigns are non-refundable.**

## **User Content**

Some areas of the Services may allow Users to post Campaigns, Funding Requests (as defined below), postings, messages, statements, text, files images, graphics, hyperlinks, and other materials (any and all such postings hereinafter referred to as "User Content"). You are solely responsible for your User Content that you Submit, and you agree that we are only acting as a platform for your online User Content and shall have no responsibility for User Content.

Each author of any User Content is solely responsible for the accuracy and legality of such User Content. Federated does warrant the accuracy, completeness, usefulness, or intellectual property rights of any User Content on the Site and we neither adopt nor endorse nor are responsible for the accuracy or reliability of any statement made in any User Content. Offers, solicitations and other User Content made available through the Site are those of their respective authors and not of Federated.

Federated takes no responsibility and assumes no liability for any User Content that you or any other Users or third parties Submit using the Services. You understand and agree that any loss or damage of any kind that occurs as a result of the use of any User Content that you Submit using the Services, is solely your responsibility. Federated is not responsible for any public display or misuse of your User Content. You understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent, or objectionable, and you agree that Federated shall not be liable for any damages you incur a result of such User Content. You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users.

With respect to any and all User Content you Submit, you represent, warrant and covenant to Federated that you:

- Own, or have all necessary licenses, rights, consents, and permissions to use and authorize Federated to use, all patent, trademark, copyright, name and likeness rights and other rights of publicity, and other proprietary rights in and to any and all User Content to enable inclusion and use of User Content in connection with the Site, Services and these Terms, and that no User Content infringes any such right of a third party;
- have obtained each necessary written consent, release, and/or permission of or with respect to each and every identifiable individual person in the User Content to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Content in connection with the Site, Services and these Terms;
- will only Submit User Content that is authorized by each proprietary right owner, including owners of applicable privacy, name and likeness and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Federated all of the license and other rights granted herein;
- will NOT Submit any false information, misleading statements or misrepresentations that could damage Federated or any third party;
- will NOT Submit User Content that is unlawful, offensive, false, inaccurate, misleading, defamatory, libelous, threatening, pornographic, profane, obscene, vulgar, harassing, hateful, racially/ethnically or religiously offensive, or which constitutes or encourages conduct that could give rise to civil or criminal liability or otherwise violate any applicable law or regulation;
- will NOT distribute or post spam, chain letters, advertisements, promotional materials, pyramid schemes or solicitations of business;

- will NOT harvest or otherwise collect information about users, personal information, email addresses, content statements, images, without their consent; and
- will NOT impersonate another person, business or entity.

You understand that by using the Services you will be exposed to User Content from a variety of sources, and that Federated is not responsible in any way for the accuracy, usefulness, safety, intentions or intellectual property rights of or relating to such User Content. You further understand and acknowledge that you may be exposed to User Content that is false, inaccurate, offensive, indecent, or objectionable and that you must conduct your own independent inquiry and investigation concerning each Campaign, and you hereby forever release and waive any and all claims, legal or equitable rights or remedies, whether known or unknown, you have or may have against Federated with respect to the foregoing. Federated reserves the right to remove or delete User Content that, within its sole discretion, it deems, in part or in whole, to be offensive, false, misleading, defamatory, libelous, threatening, indecent, obscene, vulgar, harassing or hateful.

### **User Conduct / Prohibited Uses**

As a condition of your use of the Site, and without limiting your other obligations under this Agreement, you will not use the Site for any purpose that is unlawful or prohibited by these Terms and Conditions of Use. Without limiting the foregoing:

1. Access to the Site content and the Site from territories where these contents are illegal is strictly prohibited. Users are responsible for complying with all applicable rules, laws, and regulations including, without limitation, rules about intellectual property rights, the Internet, technology, data, email, or privacy.
2. Your use of any of the Site content other than for approved lawful non-commercial use is strictly prohibited.
3. You may not use the Site in any manner that, as we may determine in our sole discretion, could mislead, damage, disable, overburden, or impair it or interfere with any other party's use of the Site.
4. You may not intentionally interfere with or damage the operation of the Site or any User's interaction with it, by any means, including uploading or otherwise installing viruses, worms, or other malicious code.
5. You may not remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Site, features that prevent or restrict the use or copying of any content accessible through the Site, or features that force limitations on the use of the Site.
6. You may not attempt to gain unauthorized access to the Site, or any part of it, other accounts, computer systems or networks connected to the Site, or any part of it, through hacking, phishing, password mining or any other means or interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site.

7. You agree neither to modify the Site in any manner or form (other than posting your User Content in accordance with this Agreement), nor to use modified versions of the Site, including (without limitation) for the purpose of obtaining unauthorized access to the Site.

8. You agree that you will not use any robot, spider, scraper, or other automated means to access the Site for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site.

9. You may not utilize framing techniques to enclose any trademark, logo, or other Federated content without our express written consent.

10. You may not use any meta tags or any other "hidden text" utilizing the name of the Site or associated trademarks or Federated name or trademarks without our express written consent.

11. You may not deep-link to the Site and will promptly remove any links that Federated finds objectionable in its sole discretion.

12. You may not use any logos, graphics, or trademarks of Federated or those related to the Site as part of any link without our express written consent.

13. You may not send junk mail or spam mail to other Users, including, but not limited to unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures.

### **Intellectual Property and License Grants**

Federated will not be liable for any errors or omissions in any User Content. Federated cannot guarantee the identity of any other Users with whom you may interact while using the Services. All content you access through the Services is at your own risk and you will be solely responsible for any resulting damage or loss to any party. Federated shall have the right to remove, delete, edit, modify, reformat, excerpt, or translate any of your User Content at any time. All information publicly posted or privately transmitted through the Site is the sole responsibility of the person from which that content originated.

**License of User Content.** By Submitting User Content on the Site or otherwise through the Services, you agree to the following terms:

Federated will not have any ownership rights over your User Content. However, Federated needs the following license to perform and market the Services on your behalf and on behalf of its other Users and itself. You grant to Federated the worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sublicensable, transferable right, but not the obligation, to (and to allow others acting on its behalf to) (i) use, edit, modify, prepare derivative works of, reproduce, host, display, stream, transmit, playback, transcode, copy, feature, market, sell, distribute, and otherwise fully exploit your User Content and your trademarks, service marks, slogans, logos, name and likeness, rights of publicity and other proprietary rights (collectively, the "Rights") in connection with (a) the Services, (b) Federated's (and its successors' and assigns') businesses, (c) promoting, marketing, and redistributing part or all of the Site (and derivative works thereof) or the Services in any media formats and through any media channels (including, without limitation, third-party websites) now or hereafter existing; (ii) take whatever other action is required to perform and market the Services; (iii) allow its Users to

stream, transmit, playback, download, display, feature, distribute, collect, and otherwise use the User Content and Rights in connection with the Services; and (iv) use and publish, and permit others to use and publish, the User Content, Rights, and personal and biographical materials of you and the members of your group, in connection with the provision or marketing of the Services. You are publishing your User Content, and you may be identified publicly by your name or User ID in association with your User Content. You grant to each User a non-exclusive license to access your User Content through the Services, and to use, edit, modify, reproduce distribute, prepare derivative works of, display and perform such User Content solely for personal, non-commercial use.

**Title and Copyright in the Site.** It is hereby understood and agreed that, as between you and Federated, we own of all rights, title and interest, including, without limitation, all copyrights, in and to Federated and the Site (excluding User Content Submitted by you), regardless of the media or form in which Federated or copies thereof may exist. Except as expressly provided herein, you do not acquire any rights, title or interest to Federated or the Site.

**License to You.** The Site and Services are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Site and Services and their component parts are licensed, not sold or given, to you by us and we hereby grant and you accept a limited, revocable, non-exclusive, non-transferable license to use the Site and Services, solely in object code format as to any software, solely for your personal, noncommercial use and on the express condition that you accept each provision of this Agreement. You agree that: (i) you will not copy, distribute, or make derivative works of the Site or Services in any medium without our prior written consent; (ii) you will not alter or modify any part of Federated other than as may be reasonably necessary to use Federated for its intended purposes; and (iii) you will otherwise act in accordance with the terms and conditions of the Agreement and in accordance with all applicable local, state, and federal laws.

We reserve the right at any time and for any reason to modify or discontinue any aspect or feature of the Site or Services, including, but not limited to, appearance or functionality. We hereby reserve all rights not expressly granted to you in this Agreement.

### **Copyright Infringement Take Down Procedure**

Pursuant to the Digital Millennium Copyright Act of 1998 (“DMCA”), we have established policies for dealing with alleged and actual copyright infringement. If you believe that your work has been copied and posted on the Site in a way that constitutes copyright infringement, please send the following information to our Copyright Agent identified below (see 17 U.S.C. § 512(c)(3) for further detail):

- (i) A description of the copyrighted work that you claim has been infringed;
- (ii) A description of where the allegedly infringed material is located on the Site;
- (iii) A written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- (iv) Your address, telephone number, and email address so that we can contact you;
- (v) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- (vi) A statement by you, made under penalty of perjury, that the information in your report is accurate and that you are the copyright owner or authorized to act on the copyright

owner's behalf. A statement by you comprised of the foregoing points is referred to herein as the "Notice."

Our designated Copyright Agent to receive Notice of claimed infringement is:

Lawrence W. Mitchell, Esq.  
10100 Old Columbia Road  
Columbia, MD 21046  
email: larry.mitchell@fiducial.com  
telephone: 410-910-5855  
fax: 410-910-5908

You acknowledge that if you fail to comply with all of the requirements, your Notice may not be valid. We will remove any infringing material, subject to the counter-notice and put-back procedures outlined in the DMCA. Notwithstanding our instructions above, you are solely responsible for ensuring that any Notice you provide to us or our Copyright Agent complies with the provisions of the DMCA.

NOTE: If you submit a removal request and you are NOT the copyright owner, or if you make any false statement in your demand (including a statement that our use of images is infringing when the use is clearly fair), you should be aware that the law imposes substantial liability for any damages and any attorney's fees incurred as a result; 17 U.S.C. §512(f).

Without limiting the foregoing, in accordance with the DMCA, Federated has adopted a policy of, in appropriate circumstances, terminating User accounts that are repeat infringers of the intellectual property rights of others. Federated also may terminate User accounts even based on a single infringement.

### **Disclaimer of Warranty**

The Site and Services, including all materials, information, User Content and other content included thereon, are furnished "as is" and with all faults. We, and our technical support/maintenance providers, contractors, distributors, advertisers, and sublicensees, make, and you receive, no warranties, express, implied, or statutory, in connection with any communication with you. To the maximum extent permitted by applicable law, we, and our technical support/ maintenance providers, distributors, advertisers, and sublicensees disclaim all other warranties and conditions, either express or implied, including, but not limited to, implied warranties or conditions of merchantability, fitness for a particular purpose, title, non-infringement, or any warranty that operation of the site or services will be uninterrupted, always available, or error-free, or will meet your requirements, or that any defects in the site or services will be corrected. You expressly assume all risk resulting from support/maintenance services (whether performed in whole, in part, or not at all), or from any virus, downloaded material, harmful component, or through any use of the services or any site or server through which the services are available. You shall be solely responsible for the accuracy and transmission of all data entered, and for any damage that results from or is in connection with use of the site or services.

### **Limitation of Liability**



The limitation of liability is to the maximum extent permitted by applicable law. As used in this Section, “we,” “our,” or “us” expressly includes Federated, and/or our commissioners, officers, directors, managers, employees, partners, contractors, affiliates, subsidiaries, agents, attorneys, web developers, technical support/maintenance providers, distributors, advertisers, licensors, sublicensees, and assigns, or any person or entity involved in creating, producing, or distributing **givingcompassion.care**.

IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES, LOSSES, OR CLAIMS, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF BUSINESS INFORMATION OR OTHER DATA, COST OF COVER, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SITE OR SERVICES.

IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES, LOSSES, OR CLAIMS, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF THE USE OF OR PARTICIPATION IN THE SITE OR SERVICES, THE VIEWING, DISTRIBUTING, OR COPYING OF ANY CONTENT, OR THE USE OF OR RELIANCE UPON THE ACCURACY ANY SUCH CONTENT, EVEN IF WE KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, WE DISCLAIM ALL LIABILITY, REGARDLESS OF THE FORM OF THE ACTION, FOR THE ACTS OR OMISSIONS OF OTHER USERS (INCLUDING, BUT NOT LIMITED TO, UNAUTHORIZED USERS, OR “HACKERS”) OF THE SITE OR SERVICES. FEDERATED’S TOTAL LIABILITY TO YOU ARISING FROM OR RELATING TO THE SITE OR SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO FEDERATED BY YOU.

### **Indemnity**

In consideration of being permitted to use the Site and Services, you agree to forever defend, indemnify, and hold harmless Federated, and our officers, directors, managers, employees, partners, contractors, affiliates, subsidiaries, agents, attorneys, web developers, technical support/maintenance providers, distributors, advertisers, licensors, sublicensees, and assigns, from and against any and all claims or demands, losses, expenses, costs, liabilities, injuries, and damages, including reasonable attorneys’ fees, expert witness fees, and court costs, arising from or relating to any User Content you Submit or your use of the Site or Services, including but not limited to any breach of a representation, warranty or covenant made by you under this Agreement.

### **Links to Other Websites**

The Site, Services and materials posted on Federated may contain links to other Internet sites, which are not owned, operated, controlled, or reviewed by us. These links are provided solely as a courtesy and convenience to you. We exercise no control over the content, accuracy, copyright, trademark, compliance, or legality of the material contained on those sites and do not sponsor, endorse, or evaluate the content, proceeds, products or services contained on such sites. We specifically disclaim any and all liability from damages, which may result from accessing any third-party site linked to the Site or Services, or from reliance on any information or content contained in such third-party site.

### **Modification of Terms and Conditions of Use or the Site**

Federated reserves the right, at its sole discretion, to modify, update, suspend, discontinue or replace these Terms and Conditions of Use, including, but not limited to, the availability of any feature, database, or content on the Site, at any time for any reason. Federated may also impose limits on certain features and Services or restrict your access to parts or all of the Services without notice or liability. It is your sole responsibility to review the Terms and Conditions of Use for changes and updates. If you reject or are unwilling to comply with any of the Terms and Conditions of Use you are required to immediately discontinue use of the Site and Services. Your continued use of the Site or Services following the posting of any changes or updates to the Terms and Conditions of Use constitutes your acceptance of those changes.

### **Governing Law/Jurisdiction**

This Agreement shall be exclusively interpreted, construed and enforced in all respects in accordance with the laws of the State of Illinois (U.S.A.) without reference to any conflict or choice of law rules. You agree that any dispute arising out of or relating to this Agreement shall be subject to the exclusive venue of either a state court in Sangamon County, Illinois (U.S.A.) or in the United States District Court for the Central District of Illinois (U.S.A.), and that you submit to the exclusive jurisdiction of these federal and state courts in the State of Illinois for any dispute in connection with Federated, the Site, Services or this Agreement.

### **General**

This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges and supersedes all prior agreements, writings, commitments, discussions and understandings between them. Except as provided in above with respect to Federated's rights to amend this Agreement, no modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by each party hereto. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included. Our failure to act with respect to a breach or breaches by you or any third party does not waive our right to act with respect to a subsequent or similar breach or breaches. This Agreement shall be construed within its fair meaning and no inference shall be drawn against the drafting party in interpreting this Agreement.

**YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS OF USE AGREEMENT, UNDERSTAND IT, AND AGREE TO BE LEGALLY BOUND BY IT.**