

Terms of Use

Last updated 1/23/2023

These Terms of Use (“TOU”) are a legal agreement between you and The Tiller Foundation, an Arizona nonprofit corporation (the “Foundation”) that governs your access to and use of www.tillerfoundation.org (the “Site”), related media and printed and electronic documentation, Updates (as defined below), and support services associated with the Site (all collectively, the “Service”). Your access to and use of the Service is conditioned on your acceptance of the TOU and the Foundation’s Privacy Policy (as described above) and any additional terms that may be provided or presented to you when you use certain features of the Service, all of which are incorporated into the TOU by this reference.

THESE TERMS CONTAIN A DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY IN SECTIONS 14 AND 15. PLEASE REVIEW THESE SECTIONS CAREFULLY PRIOR TO ACCEPTING THE TOU.

PLEASE REVIEW THE TOU CAREFULLY. BY CLICKING “I AGREE”, MAKING A PURCHASE THROUGH THE SERVICE, REGISTERING FOR AN ACCOUNT, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THE TOU, INCLUDING ANY UPDATES OR REVISIONS POSTED HERE OR OTHERWISE COMMUNICATED TO YOU. IF YOU DO NOT AGREE TO BE BOUND BY THE TOU, DO NOT ACCESS OR USE THE SERVICE, MAKE A PURCHASE THROUGH THE SERVICE, OR CLICK TO INDICATE THAT YOU AGREE TO THE TOU.

UNLESS YOU RESIDE IN THE EUROPEAN UNION, WITH LIMITED EXCEPTION, THE TOU REQUIRES BINDING ARBITRATION TO RESOLVE ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THE TOU OR YOUR ACCESS TO OR USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, THE VALIDITY, APPLICABILITY, OR INTERPRETATION OF THE TOU (EACH, A “CLAIM”), AND YOU AGREE THAT ANY SUCH CLAIM SHALL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. PLEASE REVIEW SECTION 20 CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE RESOLUTION OF ANY CLAIM.

You represent and warrant that you are: (i) over 18 years of age or the age of majority in your jurisdiction, whichever is greater; (ii) of legal age to form a binding contract; and (iii) not a person barred from using the Service under the laws of your country of residence or any other applicable jurisdiction.

This Service is designed only for individual recreational use and information sharing.

1. Access; Grant of Rights; Ownership

(a) You may need to use or obtain additional products or services in order to use or access the Service, such as a mobile device, internet access, and a data connection. You must obtain or use these products or services separately.

(b) The Foundation grants you a limited, non-exclusive, non-transferable, non-sub licensable, revocable license, to access and use the Service for your personal, non-commercial use only.

(c) The Foundation makes available certain mobile apps for access to and use of certain components of the Service (“Mobile Apps”). Subject to your compliance in all material respects with the terms and conditions of the TOU and, if (i) you access or use the Mobile App on Apple iOS, the usage rules set forth in the iTunes App Store Terms of Service, or (ii) you access or use the Mobile App through an Android-powered mobile device, the Google Play Terms of Services, the Foundation grants you a limited, non-exclusive, non-transferable, non-sub licensable, revocable license to install, access, use and view the Mobile Apps on a personal mobile device that you own and control, in executable,

machine-readable, object code form only, solely for your personal, non-commercial purposes in connection with your use of the Services. You acknowledge and agree that the Mobile Apps are licensed, not sold, to you for use only under the terms and conditions of the TOU.

(d) Upon payment of the applicable fees (and taxes, if applicable) the Foundation grants you a limited, personal, non-exclusive, non-transferable, non-sub licensable, revocable license, to access and view Foundation content an unlimited number of times through the Mobile Apps.

(e) All rights granted to you under this TOU are subject to your compliance with the TOU in all material respects. Your access to and use of the Service must further comply in all material respects with any usage guidelines posted by the Foundation.

2. Account Registration

(a) You may use the Service without creating an account, but some features may not be accessible unless you register. When you create an account, you agree to: (i) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (the "Account Data"); and (ii) maintain and promptly update the Account Data to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or the Foundation reasonably suspects that you have done so, or if you otherwise fail to comply with any term of this TOU, the Foundation may suspend or terminate your account in its sole discretion.

(b) You are fully responsible for all activities that occur under your account. You may not share your account or password with anyone. You agree to notify the Foundation immediately at tillerteam@tillerfoundation.org of any unauthorized use of your account or password or any other similar breach of security.

3. Fees

(a) You are solely responsible for any data, usage, and other charges assessed by mobile, cable, internet, or other communications services providers for your access to and use of the Service. Some features of the Service (such as the Site) are free to use, but fees may apply for access to the Mobile Apps, premium features, and other components. If there is a fee listed for any portion of the Service, by accessing or using that portion, you agree to pay the fee.

(b) If you make an in-app purchase in the Mobile Apps, the applicable fee may be denominated in your local currency in the iTunes App Store (<http://itunes.apple.com>) or Google Play Store (<https://play.google.com/store/apps>) (each, an "App Store"). The App Store collects the applicable fee from you on your device. You should consult the App Store to understand its sales terms and determine whether the fee includes all applicable taxes, currency exchange settlements and other charges. You are solely responsible for paying all such taxes, fees and other charges. The Foundation relies on the App Store to collect fees and to report on the status of accounts. Your access to the Service may be suspended or terminated if you do not make payment on time or in full. In-app purchases are managed by the App Store directly. The Foundation may not have the ability to manage aspects of your in-app purchases on your behalf.

(c) If you reside outside the United States, you may be entitled to change your mind and receive a full refund within 14 days (the "Cooling-off Period"), provided that you have not logged in or otherwise redeemed or started to use the Service during the Cooling-off Period.

4. Responsibility for Content

(a) You acknowledge and agree that all information, data, user comments, data records, databases, text, software, music, sounds, photographs, images, graphics, videos, messages, scripts, tags, and other materials accessible through the Service, whether publicly posted or privately transmitted

(collectively, "Content"), are the sole responsibility of the person from whom such Content originated. The Foundation does not control and is not liable for User Content. This means that you, and not the Foundation, are entirely responsible for all Content that you upload, post, email, transmit, or otherwise make available through the Service ("Your Content"), and other users of the Service, and not the Foundation, are similarly responsible for all Content they upload, post, email, transmit or otherwise make available through the Service ("User Content"). You may not make any representations that Your Content is endorsed in any way by the Foundation.

(b) You acknowledge and agree that the Foundation has no obligation to pre-screen Content (including, but not limited to, Your Content and User Content), although the Foundation reserves the right in its sole discretion to pre-screen, refuse, or remove any Content. Without limiting the generality of the foregoing sentence, the Foundations hall have in its sole discretion, the right to remove any Content that violates the TOU or that it deems objectionable at any time.

(c) To the extent that you submit any Content, you represent and warrant that: (i) you have all necessary right and authority to grant the rights set forth in the TOU with respect to Your Content; and (ii) Your Content does not violate any copyright, trademark, right of privacy, right of publicity, or any other right of any other party.

5. Electronic Communications

(a) The Service may provide you with the ability to send or post messages to forums or chat rooms, speak via internet voice connections, or send similar messages and communications to third party service providers, advertisers, your personal contacts, other Users, and the Foundation. You agree to use communication methods available on the Service only to send communications and materials related to the subject matter for which the Foundation provided the communication method, and you further agree that all such communications by you shall be deemed your Content and shall be subject to and governed by this TOU and applicable law (including laws regulating direct marketing communications with which you will need to comply with, as applicable).

(b) By using communications methods available on the Service, you agree that (a) all communications methods constitute public, and not private, means of communication between you and the other party or parties, (b) communications sent to or received from third party service providers, advertisers, or other third parties are not be endorsed, sponsored, or approved by the Foundation(unless expressly stated otherwise by the Foundation), and (c) communications are not routinely pre-reviewed, post-reviewed, screened, archived, or otherwise monitored by the Foundation in any manner, though the Foundation reserves the right to do so at any time at its sole discretion.

(c) You agree that all notices, disclosures, and other communications that we provide to you electronically shall satisfy any legal requirement that such communications be in writing.

6. Rights to Content; Copyright and Trademark Notice

(a) The Foundation does not claim ownership of Your Content. However, you grant the Foundation and its service providers a perpetual, irrevocable, worldwide, royalty-free, fully-paid-up, non-exclusive, sub licensable, transferable license to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, and have made Your Content (in any form and any medium, whether now known or later developed) in connection with the Service or the Foundation. You acknowledge and agree that the technical processing and transmission of data associated with the Service, including Your Content, may require: (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

(b) Except with respect to Your Content, you acknowledge and agree that the Foundation and its licensors own all rights, title, and interest (including, but not limited to, all intellectual property rights) in

the Service and all Content and other materials within the Service. The Service is protected by U.S. and international copyright and other intellectual property laws and treaties. Trademarks referenced in the Service are trademarks of the Foundation and its affiliates. Any other company names, product names, service names, and logos referenced in the Service may be the trademarks of their respective owners. The Foundation reserves all rights not expressly granted to you.

(c) Except with respect to Your Content, you may not:

- (i) download or copy any aspect of the Service, except the Mobile App as expressly permitted in Section 3;
- (ii) attempt to work around, disable, bypass, modify, or defeat any technical limitations in the Service or to use the Service in an attempt to, or in conjunction with any device, program or service designed to circumvent any security features or any technical measures employed to control access to, or the rights in, a content, file, or other work;
- (iii) use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer, or otherwise grant rights to the Service, except as expressly permitted under the TOU;
- (iv) except as expressly permitted by applicable law, reverse engineer, disassemble, decompile or translate, or otherwise attempt to derive the source code, architectural framework, or data records of, any software within or associated with the Service;
- (v) frame or utilize any framing technique to enclose any Content;
- (vi) access the Service for the purpose of developing, marketing, selling or distributing any product or service that competes with or includes features substantially similar to the Service or any products or services offered by the Foundation;
- (vii) rent, lease, lend, sell, or sublicense the Service or otherwise provide access to the Service as part of a service bureau or similar fee-for-service purpose;
- (viii) attempt to probe, scan, or test the vulnerability of the Service to breach any security or authentication measures;
- (ix) tamper or interfere with the proper functioning of the Service; or
- (x) remove or obscure any proprietary notice that appears within the Service.

7. User Conduct

In connection with your access to or use of the Service, you shall not:

- (a) upload, post, email, transmit or otherwise make available any Content that: (i) is illegal, harmful, threatening, abusive, harassing, deceptive, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or otherwise objectionable (as determined the Foundation's sole discretion); (ii) may not be made available under any law or under contractual or fiduciary relationships (such as confidential or proprietary information learned as part of an employment relationship or under a non-disclosure agreement); (iii) infringes any patent, trademark, trade secret, copyright, or other proprietary right of any party; (iv) consists of unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, commercial electronic messages, or any other form of solicitation; (v) contains software viruses or any other code, files, or programs designed to interrupt, destroy, or limit the functionality of any software or hardware; or (vi) consists of information that you know or have reason to know is false or inaccurate.

- (b) impersonate any person or entity, including, but not limited to, the Foundation's personnel, or falsely state or otherwise misrepresent your affiliation with any person or entity;
- (c) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- (d) act in a manner that negatively affects the ability of other users to access or use the Service;
- (e) take any action that imposes an unreasonable or disproportionately heavy load on the Service or its infrastructure;
- (f) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- (g) use spiders, crawlers, robots, scrapers, automated tools, or any other similar means to access the Service or substantially download, reproduce or archive any portion of the Service;
- (h) sell, share, transfer, trade, loan, or exploit for any commercial purpose any portion of the Service, including, but not limited to, your user account and password;
- (i) causes damage to the Foundation's business, reputation, employees, facilities, or to any other person or legal entity; or
- (j) violate any applicable local, state, provincial, federal, or international law or regulation.

8. User Interaction

The Services functions as a venue to connect Users in a virtual information place. As a neutral facilitator, the Foundation is not directly involved in the actual interactions between Users of the Service. As a result, the Foundation has no control over the truth, accuracy, quality, legality, or safety of Content posted by Users of the Service. The Foundation shall have no responsibility to confirm the identity of Users nor to confirm or verify the qualifications, background, or abilities of Users of the Service. You shall at all time exercise common sense and good judgment when dealing with any User of the Service and any Content.

9. Suggestions

If you elect to provide or make available to the Foundation any suggestions, comments, ideas, improvements, or other feedback relating to the Service ("Suggestions"), the Foundation shall be free to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer, or otherwise grant rights in your Suggestions in any form and any medium (whether now known or later developed), without credit, compensation, or liability to you.

10. Links and External Materials

The Service or users of the Service may provide links or references to other websites or resources. You acknowledge and agree that the Foundation does not endorse and is not responsible for any content, advertising, products, services or other materials on or available through such sites or resources ("External Materials"). These sites are subject to different terms of use and privacy policies, which you are responsible for reviewing. **YOU ACKNOWLEDGE AND AGREE THAT THE FOUNDATION SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS RESULTING FROM OR ARISING OUT OF USE OF OR RELIANCE ON ANY EXTERNAL MATERIALS.**

Third party products and services made available on the Service are made and offered directly by the applicable third party. When you pursue or purchase any such product or service, you acknowledge

that you are contracting directly with such third party and not with the Foundation. Your interaction with, or participation in promotions of, third parties found on or through the Service, including payment and delivery of goods or services, and any other terms, are solely between you and such third party. You are not obligated to use or transact business with any third party that appears on the Services. YOU ACKNOWLEDGE AND AGREE THAT THE FOUNDATION SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND INCURRED BY YOU AS THE RESULT OF ANY OF YOUR DEALINGS WITH THIRD PARTY SERVICE PROVIDERS OR ADVERTISERS AVAILABLE THROUGH THE SERVICE.

11. Modifications to the Service; Updates

(a) The Foundation reserves the right at any time to modify, suspend, or discontinue the Service (or any portion thereof) with or without notice, and the Foundation shall not be liable to you or to any third party for any such modification, suspension, or discontinuance.

(b) The Foundation may at its sole discretion from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Service (“Updates”). The Foundation may develop Updates that require installation by you before you continue to access or use the Service. Updates may also be automatically installed without providing any additional notice to you or receiving any additional consent from you. The manner in which Updates may be automatically downloaded and installed is determined by settings on your device and its operating system.

12. Changes to the TOU

The Foundation reserves the right to change the TOU at any time upon notice to you. The Foundation may give notice by making the updated TOU available in the Service or by any other reasonable means. You can access and review the most current version of the TOU at any time at <https://tillerfoundation.org/wp-content/uploads/2022/08/privacy-policy-new.pdf>. The updated TOU are binding on you as of the next date that you use the Service after the date of updated TOU. If you do not agree to the updated TOU, you must stop using the Service. Your continued use of the Service after the effective date posted at the top of the TOU will constitute your acceptance of the updated TOU.

13. Indemnification

You will indemnify and hold the Foundation and its affiliates, and each of their officers, directors, employees, agents, partners, and licensors harmless from and against any claim, demand, loss, damage, cost, liability, and expense, including, but not limited to, reasonable attorneys’ fees, resulting from or arising out of your: (a) access to or use of the Service; (b) violation of the TOU, Privacy Policy, or any law or regulation; or (c) violation of any rights of another party, including but not limited to your use of the Service to infringe the intellectual property rights of another party.

14. Disclaimer of Warranties

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK, THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS, AND THE FOUNDATION EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE, INCLUDING, BUT, NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

(b) THE FOUNDATION MAKES NO WARRANTY AND PROVIDES NO CONDITIONS THAT: (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) ACCESS TO THE SERVICE WILL BE

UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (iii) THE INFORMATION AND ANY RESULTS THAT MAY BE OBTAINED FROM ACCESS TO OR USE OF THE SERVICE WILL BE ACCURATE, RELIABLE, CURRENT, OR COMPLETE.

(c) THE FOUNDATION DISCLAIMS ALL LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY LAW FOR ALL CONTENT MADE AVAILABLE UNDER "USER COMMENTS" IN THE MOBILE APPS AND MAKES NO REPRESENTATIONS WITH RESPECT TO THE ACCURACY, SAFETY, OR LEGALITY OF SUCH CONTENT.

15. Limitation of Liability and Time Limitation on Claims

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT THE FOUNDATION SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE FOUNDATION HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE FOUNDATION'S TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THE TOU OR YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SERVICE EXCEED THE GREATER OF FIFTY DOLLARS (\$50) OR THE AMOUNT PAID BY YOU TO THE FOUNDATION FOR ACCESS TO THE SERVICE (OR PORTION THEREOF) AT ISSUE WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM AROSE.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICE MAY INVOLVE KNOWN AND UNANTICIPATED RISKS THAT COULD RESULT IN PROPERTY DAMAGE, BODILY INJURY, OR DEATH, INCLUDING, BUT NOT LIMITED TO, RISKS THAT MAY ARISE FROM THE ACTS OF OTHERS AND OTHER RISKS BEYOND THE CONTROL OF THE FOUNDATION. YOU ASSUME ALL SUCH RISKS AND ALL RELATED DAMAGES AND LOSSES, WHETHER CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF THE FOUNDATION. YOU VOLUNTARILY RELEASE, WAIVE, DISCHARGE, AND HOLD HARMLESS THE FOUNDATION FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION FOR PROPERTY DAMAGE, BODILY INJURY, WRONGFUL DEATH, LOSS OF SERVICES, OR OTHER CLAIMS ARISING FROM OR RELATING TO YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SERVICE. THE LIMITATION OF LIABILITY SET OUT IN THIS SECTION 17 DOES NOT APPLY TO LIABILITY RESULTING FROM THE FOUNDATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(c) You agree that any claim you may have arising out of or related to your relationship with the Foundation and this TOU must be filed within one year after such claim arose; otherwise, your claim is permanently barred. This provision does not apply if you are based in the European Union in which case time limitations shall be determined in accordance with governing law for EU Users.

16. Important Consumer Notice

SOME JURISDICTIONS DO NOT ALLOW CERTAIN DAMAGE LIMITATIONS SUCH AS THE LIMITATION OF LOSS OR LIABILITY FROM INTENTIONAL ACTS (INCLUDING FRAUD, FRAUDULENT MISREPRESENTATION, AND FAILURE TO DISCLOSE DEFECTS), PRODUCT LIABILITY, OR FOR DEATH OR PERSONAL INJURY. NOTHING IN SECTIONS 16 OR 17 WILL BE INTERPRETED AS EXCLUDING LIABILITY WHICH CANNOT UNDER APPLICABLE LAW BE EXCLUDED. IF YOU LIVE OR ARE OTHERWISE SUBJECT TO THE LAWS IN ONE OF THOSE JURISDICTIONS ANY STATUTORY ENTITLEMENT AVAILABLE TO YOU WILL BE DEEMED LIMITED TO THE EXTENT (IF AT ALL) PERMISSIBLE UNDER THAT LAW AND, IF ANY

LIMITATION IS NOT PERMITTED, THE EXCLUSIONS IN SECTION 16 OR 17 MAY NOT APPLY TO YOU.

17. Independent Remedies

The exclusion of damages under Section 17 is independent of your exclusive remedy in Section 17 and it survives even if the exclusive remedy fails of its essential purpose or otherwise is deemed unenforceable. Each if the limitations of liability in Section 17 apply without regard to whether loss, liability, or damage arise from (a) breach of contract, (b) breach of warranty, (c) fault or tort, including negligence and misrepresentation, (d) strict liability, or (e) any other cause of action, to the extent the exclusions and limitations are not prohibited by applicable law.

18. Termination and Survival

In the event that you violate the TOU: (a) all rights granted to you under the TOU shall terminate immediately, with or without notice; (b) you must immediately cease using the Service; and (c) the Foundation, in its sole discretion, may remove and discard Your Content. Upon termination of the TOU, all rights granted to you under the TOU shall immediately terminate, but all other provisions shall survive termination.

19. Governing Law

The TOU shall be governed by and construed and enforced in accordance with the United States Federal Arbitration Act, other applicable federal laws and the laws of the State of Arizona without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to the TOU.

20. Binding Arbitration and Class Action Waiver

(a) ALL CLAIMS SHALL BE RESOLVED BY BINDING ARBITRATION RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF YOUR CLAIMS QUALIFY OR YOU MAY OPT OUT AS SPECIFIED IN THIS SECTION. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED.

(b) The arbitration will be conducted by the American Arbitration Association (AAA) under its then-applicable rules, including (as appropriate) its Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at <http://www.adr.org/>. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, except that the Foundation will pay all arbitration administrative or filing fees, including the arbitrator fees (other than arbitrator fees up to the amount of the then-applicable fee for filing a civil action in federal court in the judicial district where you live in any dispute where you assert a claim against the Foundation, unless you demonstrate to the arbitrator that you would be entitled to file that civil action in federal court without payment of the then-applicable fee). The arbitration shall be conducted in the English language by a single independent and neutral arbitrator. For any hearing conducted in person as part of the arbitration, you agree that the hearing will be conducted in Phoenix, Arizona. The decision of the arbitrator shall be final and binding. Judgment on the arbitral award may be entered in any court of competent jurisdiction.

(c) WE EACH AGREE THAT ALL CLAIMS WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION OR ARBITRATION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT SUCH CLAIM SHALL BE BROUGHT ONLY IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA OR, IF FEDERAL JURISDICTION IS NOT AVAILABLE, IN A COURT OF COMPETENT JURISDICTION IN COCONINO COUNTY, ARIZONA. YOU HEREBY SUBMIT TO THE PERSONAL JURISDICTION

AND VENUE OF SUCH COURTS AND WAIVE ANY OBJECTION ON THE GROUNDS OF VENUE, FORUM NON-CONVENIENS, OR ANY SIMILAR GROUNDS WITH RESPECT TO ANY SUCH CLAIM.

(d) Notwithstanding anything to the contrary, you and the Foundation may seek injunctive relief and any other equitable remedies from any court of competent jurisdiction to protect our intellectual property rights, whether in aid of, pending or independently of the resolution of any dispute pursuant to the arbitration procedures set forth above.

(e) You have the right to opt out and not be bound by the arbitration- and class-action-waiver provisions set forth in this Section by sending written notice of your decision to opt out to the following address: General Counsel, PO Box 760, Pine, AZ 85544. The notice must be sent within 30 days of registering to use the Service; otherwise, you shall be bound to arbitrate disputes in accordance with this TOU. If you opt out of these arbitration provisions, the Foundation also will not be bound by them. In addition, if you elect to opt out of these arbitration provisions, the Foundation may, in its sole discretion, terminate your use of the Service.

21. No Third-Party Beneficiaries

You agree that, except as otherwise expressly provided in the TOU under Section 27, there shall be no third-party beneficiaries to the TOU.

23. Procedure for Making Claims of Copyright Infringement (DMCA Policy)

If you believe that your work has been made available through the Service in a way that constitutes copyright infringement, you must provide the Foundation's Agent for Notice of Copyright Claims the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) a description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) a description of the material that you claim is infringing and link to where that material may be accessed within the Service; (d) your address, telephone number and email address; (e) a statement by you that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement from you 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. The Foundation's Agent for Notice of Copyright Claims can be reached as follows:

General Counsel
The Tiller Foundation
PO Box 760
Pine, AZ 85544
tillerteam@tillerfoundation.org

The Foundation may, in appropriate circumstances, disable or terminate the accounts of Users who may be repeat infringers. This process does not limit the Foundation's ability to pursue any other remedies it may have to address suspected infringement.

Notwithstanding the foregoing, the Foundation does not guarantee any action based upon the receipt of your notice. ALL NOTICES THAT DO NOT COMPLY WITH THE ABOVE REQUIREMENTS WILL RECEIVE NO RESPONSE. If you reside outside of the United States, please understand that filing a notice or counter-notice may lead to legal proceedings between you and the complaining party to determine ownership or right to use. Therefore, please be aware that there may be adverse legal consequences if you make a false or bad faith allegation by using this process.

23. Notices

The Foundation may give you all notices (including legal process) that the Foundation is required to give by any lawful method, including by making notice available through the Service or by sending it to any email or mailing address that you provide to the Foundation. You acknowledge that if you do not provide the Foundation with current and accurate contact information, the Foundation may not be able to contact you. You agree to send the Foundation notice by mail to the following address: The Tiller Foundation, PO Box 760, Pine, AZ 85544.

24. Cancellation of Service

You may cancel your Service membership through your User page or by contacting us at tillerteam@tillerfoundation.org. The cancellation of a membership will go into effect at the end of your current billing cycle. When your membership ends, your account will remain unless you delete it. You can renew your subscription at any time without opening a new account, although the Service membership fees may have increased. You can delete your account at any time.

25. General Provisions

(a) The TOU and other policies referenced herein, including the Privacy Policy, constitute the entire agreement between you and the Foundation concerning your access to and use of the Service. They supersede all prior or contemporaneous oral or written negotiations and agreements between you and the Foundation with respect to such subject matter.

(b) You may not assign or delegate any right or obligation under the TOU without the prior written consent of the Foundation.

(c) The failure of the Foundation to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. If any provision of this TOU is held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of the TOU.

(d) Any prevention of or delay in performance by the Foundation hereunder due to labor disputes, acts of god, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond its reasonable control shall excuse the performance of its obligations for a period equal to the duration of any such prevention or delay.

26. Notice for California Members

Under California Civil Code Section 1789.3, Users residing in California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210.

27. Contact Information

If you have questions, concerns or suggestions regarding the Service, your account or the TOU, please contact us at: tillerteam@tillerfoundation.org.