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4. **User Content.** The Services may enable you and other users to submit, post, upload, or otherwise make available through the Services content such as photographs, messages, ideas, comments and other content (collectively, “User Content”) that may or may not be viewable by other users. When submitting User Content on or through the Services, you agree to abide by these Terms. You acknowledge and agree that all User Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom the User Content originated. You represent and warrant that you have all required rights to submit, post, upload or otherwise use or disseminate such User Content on or through the Services without violating any third-party rights. When you submit User Content on or through your use of the Services, you grant the Foundation a perpetual, irrevocable, royalty-free, non-exclusive, and sub-licensable license to use, copy, distribute, reproduce, edit, adapt, display, translate, and publish such User Content, in whole or in part, in any format or medium now known or developed in the future. Notwithstanding the above, you shall retain your intellectual property rights in your User Content, and both parties shall abide by any applicable written confidentiality terms. You acknowledge and agree that the Foundation does not verify, adopt, ratify, or sanction any particular User Content, and you agree that you must evaluate and bear all risks associated with your use of User Content or your reliance on the accuracy, completeness, or usefulness of User Content.
5. **Ownership.** All title, ownership and intellectual property rights in and to the Services are owned by the Foundation or its licensors (including, as to User Content, other users of the Services). You acknowledge and agree that the Services and the Material (defined below) contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by the Foundation, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Services or any Material, in

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6. **Term and Termination.** The Foundation may terminate or suspend the Services, these Terms, or your access to the Services immediately, without prior notice or liability if the Foundation believes you have violated the Terms or for any other good cause, in the Foundation's sole discretion. You agree that the Foundation shall not be liable to you or any third party for any modification, suspension, or discontinuance of the Services. All provisions of the Terms which by their nature should survive termination, shall survive termination, including, without limitation, Ownership, Warranty Disclaimer, Indemnification, Limitation of Liability, and Dispute Resolution. Upon termination of these Terms, your right to access and use the Services shall immediately end, and the Foundation shall have no further obligation to provide the Services to you.
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IN SOME JURISDICTIONS, THE ABOVE LIMITATIONS MAY NOT BE PERMISSIBLE AS TO CERTAIN INDIVIDUALS, IN WHICH CASE THE ABOVE LIMITATIONS SHALL BE CONSTRUED AND ENFORCED ONLY TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

8. **Limitation of Liability.** IN NO EVENT SHALL THE FOUNDATION, ITS ADMINISTRATORS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR REPRESENTATIVES BE LIABLE TO YOU FOR ANY LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, COMPUTER AND/OR DEVICE FAILURE OR MALFUNCTION, OR ANY OTHER FORM OF INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE FOUNDATION HAS BEEN ADVISED OF THE POSSIBILITY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. **Indemnification.** You agree to defend, indemnify, and hold harmless the Foundation and its administrators, officers, directors, employees, agents, licensors, and representatives from and against any claims, liabilities, damages, losses, actions, and expenses of any kind arising out of or in any way connected to: (i) your access to or use of the Services or any Material, (ii) your violation of the Terms, (iii) User Content submitted by you, and (iv) your wrongful acts or omissions in connection with use of the Services or any Material. The Foundation reserves the right to assume the exclusive defense and control of such disputes, and in any event you agree to cooperate with the Foundation in asserting any available defenses. In the event the Foundation seeks indemnification, you agree to: (i) grant control of the defense and settlement to the Foundation; and (ii) reasonably cooperate with the Foundation at your expense.

10. Dispute Resolution

PLEASE READ THIS “DISPUTE RESOLUTION” SECTION CAREFULLY, AS IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE OR PARTICIPATE IN A LAWSUIT FILED IN COURT.

Excluding disputes addressed through arbitration as provided below, you agree to submit any claim (whether in tort, contract, statutory, or otherwise), dispute, disagreement, or controversy concerning (i) the Services or (ii) the existence, breach, interpretation, application, or termination relating to, or arising under these Terms (any of the foregoing, a “Claim”) to the exclusive venue and jurisdiction of the state and federal courts located in Broward County, Florida for the purpose of litigating the Claim, and you hereby consent to the personal jurisdiction and venue thereof and waive any right to transfer such venue whether due to forum non-conveniens or other reason.

The parties shall use their best efforts to settle any Claim directly through consultation and good faith negotiations, which shall be a precondition to you initiating arbitration against the Foundation. If you are unable to informally resolve any Claim with the Foundation, such Claim shall be submitted to binding, confidential arbitration.

Excluding a Claim by the Foundation for injunctive or other non-monetary relief, all Claims shall be resolved by final and binding arbitration by a single arbitrator in accordance with the JAMS Inc. Streamlined Arbitration Rules & Procedures then in effect. The decision of the arbitrator will be final and binding on the parties. Judgment on any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. Nothing in this section shall prevent either party from seeking immediate injunctive relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The parties agree that all awards in their arbitration, together with all confidential information, all materials in the proceedings created for the purpose of the arbitration and all other documents produced by the other party in the proceedings and not otherwise in the public domain shall be treated and maintained as confidential, except to the extent that disclosure may be legally required of a party or necessary to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority.

The arbitration shall take place in Broward County, Florida, or, at the option of the party seeking relief, online, by telephone, or via written submissions alone, and shall be administered by JAMS; provided, however, that in the event that five (5) or more individuals seek to initiate (or do initiate) arbitration proceedings against the Foundation in a coordinated or related manner (e.g., coordination among plaintiffs or their counsel in regard to similar claims), then instead of such arbitrations being administered by JAMS, the

Foundation may elect to consolidate such arbitrations before an arbitrator mutually agreed-upon by the parties (and terminate any pending administration by JAMS), with such arbitrator being a retired federal or state judge and experienced with the subject matter of the arbitration. In such an event, except with respect to administration of the arbitration proceedings, the arbitrator shall follow JAMS Inc. Streamlined Arbitration Rules and Procedures.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: YOU AND FOUNDATION AGREE THAT, EXCEPT FOR CONSOLIDATED ARBITRATION AS PROVIDED ABOVE, (i) EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR THE FOUNDATION'S INDIVIDUAL CAPACITY, RESPECTIVELY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION, AND (ii) UNLESS BOTH YOU AND FOUNDATION AGREE, NO JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIM OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

11. **Governing Law.** These Terms and the Services shall be governed and construed in all respects in accordance with the laws of the State of Florida without regard to any conflict of laws principles. The Services are operated from the United States and may not be appropriate in other jurisdictions. Access to or use of any Services from jurisdictions where such access or use is illegal is strictly prohibited. You are always responsible for your compliance with applicable laws in connection with the Services.

12. **General**

1. **Assignment.** These Terms are not assignable by you without the Foundation's prior written consent. The Foundation may assign any of its rights or delegate any of its duties under these Terms without your prior written consent, including with respect to an assignment in whole as part of the Foundation's change in organization, entity transformation, operational or administrative change, or similar transition. Any purported assignment in breach of this assignment provision will be null and void.
2. **Links.** The Services may provide links to third-party websites or resources, including but not limited to social media platforms. The Foundation has no control over such sites and resources, and you acknowledge and agree that the Foundation is not responsible for the availability of such external sites or resources, and the Foundation does not endorse and is not responsible or liable for (i) any content, advertising, products, or other materials on or

available from such sites or resources, (ii) any errors or omissions in the sites or resources, or (iii) any information-handling or other practices of the operators of the sites or resources. You further acknowledge and agree that the Foundation shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any linked sites or resources. The Foundation encourages you to review the terms of use and privacy policies of such third-party websites and resources before using them.

3. **Force Majeure.** Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations due to any cause which is beyond its reasonable control and not avoidable through the exercise of reasonable diligence, including, by way of example, but only to the extent beyond the reasonable control of a party and not avoidable through the exercise of reasonable diligence: strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, terrorism, war, governmental action, earthquakes, pandemics, and other public health emergencies.
4. **Severability; Waiver; Headings.** Any provision of these Terms determined to be unenforceable or invalid by applicable law or court decision shall not render these Terms unenforceable or invalid as a whole and, in such event, such provision shall be changed and interpreted so as to best accomplish its objectives within the limits of applicable law or court decision. A party's failure to require the other party's performance of any obligation herein shall not affect the full right to require such performance at any time thereafter. A party's waiver of the other party's breach of any obligation under these Terms shall not be taken or held to be a waiver of the obligation itself or of any past or subsequent breaches of the same obligation. Headings used in these Terms are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect these Terms.
5. **Entire Agreement.** Unless otherwise expressly stated in a separately negotiated agreement between us, these Terms set forth the entire understanding and agreement of the parties and supersede any and all oral or written agreements or understandings between the parties as to the subject matter of these Terms. Neither party is relying on any warranties, representations, assurances, or inducements not expressly set forth herein. These Terms may be changed only by a writing signed by both parties.

6. **Notice.** Any notices required or permitted herein shall be given to you at the email address provided we have on file, and shall be provided to the Foundation at communications@delucafdn.org.