

Terms and Conditions for Use of, or Access to, On-line Resources Operated by Jake Koenigsdorf Foundation, a Delaware nonprofit corporation.

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY. BY USING, ACCESSING, OR INTERACTING WITH RESOURCES OPERATED BY JAKE KOENIGSDORF FOUNDATION INCLUDING, BUT NOT LIMITED TO WEBSITES, INTERACTIVE DIGITAL COMMUNITIES, BLOGS, OR SOCIAL MEDIA ACCOUNTS, YOU AGREE TO ALL THE TERMS CONTAINED WITHIN THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, THEN YOU ARE NOT PERMITTED TO UTILIZE SUCH ON-LINE RESOURCE.

Intended Use.

The On-Line Resources (“Resources”) operated by Jake Koenigsdorf Foundation (the “Foundation” or “We”) are intended for educational and other purposes related to the mission of the Foundation only. Nothing contained in Resources is intended in any way to be commercial in nature.

Intended Audience.

The Resources are intended only for lawful residents of the United States who are 13 years of age or older. None of the contents of Resources are intended for children under the age of 13, and are not intended in any way to market commercial products to, or solicit any information whatsoever from children under the age of 13 years of age. Users of Resources (“You,” or “Users”) are personally and solely responsible for ensuring that accessing the Resources, and the information or products and services contained within, is lawful to view and access in the jurisdiction in which they reside or from which they access the Resources.

TERMS AND CONDITIONS

1. Release and waiver of liability. Neither the Foundation nor any of its elected or appointed officers, shareholders, employees or agents shall be liable for any liability, penalty, fee, fine, attorney’s fees, or any other costs, associated with, stemming from, or in any other way pertaining to Your use of, or access to the Resources or reliance on the Resources, regardless of the theory of liability including, but not limited to, direct, indirect, special, consequential, incidental, exemplary, punitive or any other type of damages, lost or damaged data, damage to equipment, lost profits, personal injury or death, all of which are excluded, waived and disclaimed in their entirety and in perpetuity by the agreement of the parties. Your agreement to exclude, waive and disclaim shall extend, in perpetuity, to your estate, descendants, heirs and assigns. If any particular portion of these disclaimers of liability shall be found, by a court of competent jurisdiction, to be unlawful or otherwise unenforceable, then all remaining portions shall continue to have full force and effect.

- 2. Limitation of Liability.** Under no circumstance shall the liability of the Foundation or any of its elected or appointed officers, shareholders, employees or agents, in any way related to Your use of Resources referenced by or related to these Terms and Conditions, exceed the sum of \$10 in US funds.
- 3. Indemnification and hold harmless.** You agree to, and shall indemnify, defend, and hold completely harmless the Foundation, its elected or appointed officers, shareholders, employees, and agents from and against any claims, lawsuits, regulatory proceedings, damages (of any type, including punitive or exemplary damages), penalties, fees, fines, and costs, claimed by any third party or imposed by any governmental entity or court of law, for your actions or inactions in any way relevant to, stemming from, or resulting from your use or misuse of the Resources. This duty to defend, indemnify and hold harmless shall include payment of any reasonable attorney's fees incurred therefrom. Foundation will endeavor to advise you of any claim as they are reasonably known and shall retain full control of the settlement of any such claims.
- 4. Applicability of Terms and Conditions.** Except as prohibited by law these Terms and Conditions shall be binding on You, your estate, descendants, heirs, and assigns.
- 5. Non-Responsibility for Third-Party Actions or Third-Party Websites.** The Resources are available to many Users and, from time to time, may permit Users to access websites or other digital resources operated by third-parties. The Foundation has no control over the actions of Users or third-parties that may operate websites or other digital resources accessible through the Resources. As such, the Foundation takes no responsibility for the actions of other Users. Furthermore, while the Foundation will exercise care in choosing the websites and other digital resources that are officially accessible through the Resources, because it has no control over these websites and other digital resources, and because other Users may, through interactive media, themselves post or provide access to third-party websites and other digital resources, Foundation disclaims all responsibility for the contents of these third-party website and other digital resources, and advises Users to exercise care when following links that take them to websites or other digital resources, operated by third-parties, outside of Resources.
- 6. Disclaimer of Opinions.** From time to time, the Foundation may feature blog posts, commentaries or articles written by various individuals, and certain functionalities of Resources may also, from time to time, permit various people, including members of the general public, to express their opinions on various issues related and unrelated to the Foundation's mission through user comments, forum entries or other mechanisms. Unless opinions are specifically stated, by an official representative of the Foundation, to be the official opinion of the Foundation, the Foundation disclaims all opinions stated in blog posts, commentaries, articles, user comments, forum entries or similar mechanisms and takes no responsibility for such opinions.

7. **No Implied Endorsement of Commercial Enterprise.** From time to time, certain third-party entities, persons or businesses may be referenced with writing contained in Resources. To the extent that such third party entities, persons, or businesses operate any commercial enterprise or other operations that are not recognized by the IRS as charitable and exempt from taxation, nothing stated in such reference shall be in any way interpreted as the Foundation's endorsement of such third-party entity, person or business.
8. **No Endorsement of Political Candidates.** The Foundation is prohibited by IRS Regulations from endorsing, or campaigning for or against any candidate for political office and the Foundation does not engage in such actions or make statements with the intent to endorse or campaign for/against any such political candidate. To the extent that any statement is ambiguous as to its applicability to endorsement or campaigning for/against a political candidate, the statement should be interpreted as being not for such purpose.
9. **Registration for Newsletter.** From time to time, the Foundation may offer subscriptions to its Newsletter list. Newsletters are designed to better familiarize with the mission of the Foundation and about news and issues related thereto. Newsletters may also inform you of political issues of importance to the Foundation's mission, of ways you can further support the Foundation, and about future events of importance to the Foundation including fundraising events. If you wish to be included in the Newsletter list, then functionality for such registration will be included in Resources. By so registering, you are consenting to the receipt of such Newsletters until you unsubscribe yourself from the list.
10. **Donations.** The Foundation greatly appreciates your donations. If you choose to donate to the Foundation, please be aware of the following:
 - a. The Foundation is a non-profit corporation organized under the laws of Delaware.
 - b. The Foundation has been issued IRS 501(c)(3) number EID 46-4002159, DLN 17053044306024 and all donations you make are tax deductible under federal law.
 - c. The Foundation will provide you with a tax receipt for all donations so please make sure your mailing address is correct when you make your donation.
 - d. For your convenience, donations may be made by credit card. All credit card donations are subject to the "**Credit Card Transactions**" provisions below.
11. **Credit Card Transactions.** You represent and warrant that if you are using your credit card for a transaction with us: (i) any credit card information you supply is true, correct and complete, (ii) charges incurred by you will be honored by your credit card Foundation, and (iii) you will pay the charges incurred by you at the posted prices, including any shipping fees and applicable taxes.
12. **Digital Millennium Copyright Act ("DMCA") Notices.** The Foundation respects the intellectual property rights of everyone. If you believe that your

intellectual property rights have been violated by copyrighted material posted by a third party on or through the Resources, then the Foundation will take prompt action to investigate your allegation and take appropriate action so long as you provide notice to the Foundation's designated agent:

Attn: DMCA Notice
Jake Koenigsdorf Foundation
13 Champlin Ave
East Islip, NY 11730

An email sent to jakefoundation@gmail.com will assist in expediting the handling of your notice.

However, because of its inherent unreliability, the email communication, in itself, should not be deemed sufficient notice. If The Foundation does not actually receive an email notice and no mailed notice is sent, then your notice may not have its desired effect.

All DMCA notices MUST contain the following:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- (iv) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- (v) A statement that the complaining party has 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.
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

13. **Brand Assets Belonging to the Foundation.** The following are Brand Assets belonging to the Foundation. The Foundation claims and reserves all rights to such Brand Assets and the intellectual property contained therein. Use other than as licensed or as reasonably permitted by the Fair Use Doctrine, is strictly prohibited. In

particular, you may not utilize the Foundation's Brand Assets: a) in a manner that might deceive or confuse the public; b) in a manner that implies that you own or control the the Brand Assets; c) in a manner that implies that you or your organization is affiliated with the Foundation unless you actually are and receive a license to use the Brand Assets in such a manner; d) in a manner that suggest that the Foundation sponsors or endorses you, your organization or your product/service; e) in a manner that confusingly combines your Brand Assets with those of the Foundation; f) on your website or other digital presence vehicle (including social media sites or accounts owned or controlled by you) if the Foundation's Brand Assets are featured more prominently than other branding material on the site; or g) on your website or other digital presence vehicle (including social media sites or accounts owned or controlled by you) if said website or digital presence vehicle promotes pornography, gambling, underage smoking or drinking, or any unlawful activity. Whenever you reference the Foundation's Brand Assets, you are required to use the "™" designator following it at least once in any document, web page or other digital presence vehicle.

[Does the foundation have any Brand Assets to protect at this time?]

14. **Brand Assets belonging to third parties.** The logos, trademarks, slogans, service marks and copyrighted material (collectively "Third Party IP") presented, profiled or referenced in Resources operated by Foundation belong to their respective owners. Such presentation, profiling or referencing is for informational, critique, and educational purposes only and is not intended in any way to assert any rights over such Third Party IP or in any way imply that the owners of such Third Party IP endorses or sponsors either Foundation or other owners of such Third Party IP.
15. **Privacy Policy.** The terms of the Foundation's Privacy Policy are incorporated by reference into these [Terms and Conditions](#).
16. **Change to these Terms and Conditions.** The Foundation may unilaterally change any of the provisions herein if, in its sole discretion, it believes the change to be appropriate. Upon any change, the new version of this Agreement will be posted on the main website for the Foundation and reasonable steps will be taken to inform Users of such changes. Users are responsible for checking for amendments from time to time and for reviewing the newly posted Terms and Conditions when informed of their existence.
17. **Mandatory Arbitration.** Any disputes relating to this Agreement and to the Resources, shall be resolved by binding arbitration only, and the parties hereby waive their otherwise inherent right to file a lawsuit in a court of competent jurisdiction for relief. **This means that by accepting this Agreement, you are waiving your right to file a lawsuit in court and to form a class for purposes of a class action lawsuit.** Prior to commencing with arbitration, any aggrieved party is strongly encouraged to contact the Foundation's dispute resolution center at: jakefoundation@gmail.com. If arbitration becomes necessary, then the parties agree that it shall be conducted in the following manner:

- a. The arbitrator may be any appropriate arbitrator or consumer arbitration provider as agreed to between the parties. If the parties are unable to select a mutually acceptable arbitrator or arbitration service, then each party shall select an individual arbitrator and the arbitrators shall jointly select a third arbitrator, and the third, selected, arbitrator shall preside over the arbitration.
 - b. Upon the conclusion of the arbitration, the most prevailing party shall be entitled to its reasonable attorney's fees and costs, and the other party shall be responsible for the entire cost of the arbitration proceedings including the cost of the arbitrator.
 - c. All arbitration proceedings shall be conducted by telephone, video-conferencing and/or any other equally accessible electronic or digital means.
 - d. Neither party shall have the opportunity to present or communicate to the arbitrator in person prior to the rendering of a decision, unless the presentation or communication is mutually agreed upon.
 - e. Any award resulting from arbitration may be filed in any court of competent jurisdiction. If the party who is required, by an arbitration award, to pay damages does not pay such damages within a reasonable period of time and legal action is necessary to enforce said award, then the party enforcing the award shall be entitled to its reasonable attorney's fees and costs for such enforcement action.
 - f. Arbitration awards shall be final and shall not be subject to appeal into a court of competent jurisdiction even if such an appeal is allowed by court rules pertaining to mandatory arbitration of legal disputes in any relevant jurisdiction.
 - g. If any portion of this **Mandatory Arbitration** section is found by a court of competent jurisdiction to be unenforceable for any reason, then said portion shall be removed and the remainder of the section shall be enforceable as if the unenforceable provision was never a portion thereof.
18. **Venue.** Venue for any legal action requiring an action in court, including any legal action to enforce the **Mandatory Arbitration** provisions herein, shall only be proper in a State or Federal court of competent jurisdiction, physically located within the counties of Benton or Franklin, in the State of Washington.
19. **No Class Action.** User agree to, by accessing, using, referencing or linking to Resources, relinquish and permanently and irrevocably waive any right they might otherwise have under state or federal law to form a class to undertake a class action lawsuit against Foundation, its officers, shareholders, employees or agents. Instead, all Users acknowledge their right to individually seek redress and/or address any concern they may have about Resources by undertaking actions consistent with the **Mandatory Arbitration** provisions of these Terms and Conditions.
20. **Choice of Law.** These Terms and Conditions are created under the laws of the State of Delaware, and for all purposes shall be interpreted under Delaware State laws governing contractual transactions between Delaware State residents.

21. **No Legal Notices Accepted.** The Foundation does not, by operating the Service or any other website, social media account or other digital presence, consent to service of legal notice of any sort whatsoever, by way of delivery through resources associated with the Service or such other website, social media account or other digital presence, including any email addresses that may be found therein. Instead, any such legal notices shall be served in the manner otherwise directed by applicable law.
22. **Severability.** If a court of competent jurisdiction finds that any portion of these Terms and Conditions to be unenforceable, or if any of these Terms and Conditions conflict with any agreements that the Foundation has with third-parties (such as operators of social media services to which the Foundation has subscribed) then said unenforceable or conflicting portion(s) shall be severed and the remaining portions shall be enforceable as if the unenforceable portion was never a part of these Terms and Conditions to begin with.