TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS ("TERMS") GOVERN YOUR USE OF THE RENAISSANCE CHARITABLE FOUNDATION INC. WEB SITE AND ALL OF ITS INFORMATION, DATA, SOFTWARE, SEARCH ENGINE, AND OTHER MATERIAL AND TECHNOLOGY (COLLECTIVELY, THE "SITE"), AND ARE LEGALLY BINDING ON YOU.

RENAISSANCE CHARITABLE FOUNDATION INC. AND THE RENAISSANCE CHARITABLE GIFT FUND ARE HEREAFTER REFERRED TO COLLECTIVELY AS “RCF.”¹

IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, THEN DO NOT ACCESS OR OTHERWISE USE THIS SITE OR ANY INFORMATION CONTAINED ON THE SITE. YOUR USE OF THE SITE SHALL BE DEEMED TO BE YOUR AGREEMENT TO ABIDE BY THE TERMS SET FORTH BELOW WITHOUT MODIFICATION.

As a condition of your use of the Site, you warrant to RCF that you will not use the Site for any purpose that is unlawful or prohibited by these Terms.

License. Except as may be expressly authorized, RCF and its licensors grant you the limited right to display the information, documents, products, software and services contained or made available on or through this Site, including but not limited to any information, graphics, images, text, software, sound or other materials and content (the “Content”) solely on your personal computer for your personal, non-commercial use, and to copy and download any such Content that is permitted by RCF to be downloaded from this Site, provided that: (1) all copyright and other proprietary notices remain unaltered and intact, and (2) such displayed, copied or downloaded Content is used solely for your personal, non-commercial, informational use and is not (a) modified, edited, enhanced, altered or changed, or (b) copied, reproduced, republished, posted, retransmitted, broadcast or otherwise distributed by you in any manner whatsoever.

GuideStar Search Engine, Reporting System and Database. The Content available on the Site includes access to a database of certain charities, as compiled by Philanthropic Research, Inc. (also known as GuideStar) (“GuideStar”), as well as access to GuideStar's search engine and reporting system (the GuideStar database, search engine and reporting system are collectively referred to as the “GuideStar Services”). You agree to the following terms with respect to the GuideStar Services:

“You acknowledge that certain data available or otherwise accessible on or by means of this web site is provided pursuant to a license agreement with Philanthropic Research, Inc. (“GuideStar”). By agreeing to the terms of this Agreement, you shall be deemed to agree to be bound by the provisions of the User Agreement of GuideStar attached or appended hereto, as the same may be amended from time to time, with references to the “GuideStar Site” therein deemed to refer to any data obtained from or by means of an interface or link with GuideStar's web site and any related services (collectively, “GuideStar Data”), and that the terms of the GuideStar User Agreement shall apply to you and your use of any GuideStar Data; provided that, notwithstanding anything in such User Agreement to the contrary, (i) the only “Permitted Uses” of the GuideStar Data shall be to learn about nonprofit organizations for the purposes of evaluating them as recipients of personal charitable donations or for the purpose of evaluating them as recipients of grants and other charitable distributions from Donor-Advised Funds, Charitable Remainder Trusts, Private Foundations and similar charitable giving vehicles and (ii) you will not be required to complete GuideStar’s registration process to access such GuideStar Data through this web site. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, each of RCF and you acknowledges and agrees that GuideStar (and its successors and assigns), a licensor of RCF, is an intended third party beneficiary with full power and authority to enforce the provisions hereof to its benefit as it were a party hereto. You agree that RCF may share any information provided by you to RCF or otherwise related to your use of any GuideStar Data, with GuideStar.”
RCF cannot and does not warrant any information provided via GuideStar. All information provided in the GuideStar database is to be used at your own risk.

Prohibited Conduct. You may not “deep-link,” “scrape,” “frame” or “mirror” any Content contained on, or accessible from, this Site on any other server, Internet-based, or wireless electronic device, in whole or in part, without the advance written authorization of a duly authorized officer of RCF.

Proprietary Rights. All Content and other material contained on this Site, unless otherwise indicated, are protected by law including, but not limited to, United States copyright, trade secret (for password protected areas), and trademark law, as well as other state, national, and international laws and regulations. Except as expressly provided herein, RCF does not grant to you any express or implied right(s) to use such Content or material. Except as otherwise specified, all Content and other material on the Site is “Copyright 2014 RCF Foundation Inc. All rights reserved.” Removing or altering the copyright notice on any Content and other material on this Site is prohibited. RCF also owns a copyright in the Site as a collective work and/or compilation, and in the selection, coordination, arrangement, and enhancement of the Site’s Content.

All trademarks, service marks, and trade names displayed on this Site are either proprietary to RCF or licensed for use by RCF, except as explicitly noted otherwise. The names of other companies and products mentioned on the Site may be the trademarks of their respective owners.

Third-Party Offers and Promotions. The Site may contain information about offers and promotions from third parties. Unless otherwise expressly stated, RCF shall have no liability, obligation or responsibility with respect to your direct dealings with any such third party. Moreover, unless otherwise stated, the provision of such third-party offers or promotions does not indicate that RCF endorses, sponsors, or is in any way affiliated with the services or goods of such third parties.

Links to Third-Party Sites. RCF is in no way responsible for the content of any site owned by a third party that may be linked to the Site via hyperlink, whether such hyperlink is provided by RCF or by some other party. RCF makes no representation or warranty with respect to the accuracy, timeliness, non-infringement, or suitability of the content of any site to which RCF’s Site may link, including information on the linked site regarding RCF’s Site, and RCF takes no responsibility therefore. By providing access to other web sites, RCF is not recommending the purchase or sale of the stock issued by any company, nor are we endorsing or sponsoring services or goods provided by any third party.

Privacy. RCF respects your privacy when browsing our Site. When you browse the public, non-password protected areas of the Site, we do not collect personally identifiable information, except when specifically and knowingly provided by you. For example, if you are interested in receiving information about RCF, we will ask you to provide us with your name, mailing or e-mail address so that we can send the requested information to you.

Any personal information we receive from you via the public areas of the Site (e.g., your name, mailing or e-mail address) will be used by RCF for the purpose of providing you with the information or materials you have requested. RCF takes reasonable steps to ensure that the information we obtain from you remains confidential and is stored in a secured manner. RCF does not sell, rent, loan, share, provide or otherwise make available any such personally identifiable information to any third party with the exception of sending mailing address information to Renaissance Administration LLC for fulfilling certain requests for mailed information. RCF is committed to protecting the confidentiality of your personal information and our employees are responsible for adhering to appropriate confidentiality standards designed to protect the privacy of your information.

If you want to correct, update or confirm your personal information retained by RCF through your use of the public areas of the Site, please contact us by phone at 866-803-0389 or by email at info@RCGF.org.

RCF may collect and provide to third parties aggregate statistics such as user traffic patterns, but these statistics will not include personally identifying information. Please be aware that you may be able to access other Internet sites via certain links available on the Site, and those web sites may collect personally identifiable information about you. The information practices of those web sites linked to this Site are not covered by this privacy statement.

Also, please note that the foregoing provisions apply to the public areas of the Site. For additional information...
regarding RCF's privacy practices specifically relating to personal information obtained from potential donors, current donors, and other parties associated with a Donor Advised Fund Account, Charitable Trust Account, or Charitable Gift Annuity Account, including grant advisors, income beneficiaries, remainder beneficiaries, charities, investment advisors, successors, etc., please see the RCF Web Site Privacy Policy.

Assumption of Risk. Your Use of the Internet is solely at your own risk and is subject to all applicable local, state, national and international laws and regulations. While RCF endeavors to protect the personal information you may provide to us, please be advised that the confidentiality of any communication or material transmitted to or from this Site over the Internet cannot be guaranteed. Accordingly, RCF is not responsible for the security of any information transmitted via the Internet, the accuracy of the information contained on the Site, or for the consequences of any reliance on such information. Moreover, RCF will not be liable for any loss resulting from interruptions or omissions in Internet, communications, data processing, network or hosting services. You assume the sole and complete risk of using the Site.

Indemnification. You agree to indemnify and hold harmless RCF and any of our licensors, and their respective parents, affiliates, subsidiaries, and related companies, and all of their respective officers, directors, employees, shareholders, legal representatives, agents, successors and assigns, from and against any damages, liabilities, costs and expenses (including reasonable attorneys’ fees and court costs) arising out of any third-party claims based on or related to your use of the Site, or any breach by you of these Terms.

Disclaimer of Warranties. THE SITE AND ALL OF ITS CONTENT ARE PROVIDED ON AN “AS IS” BASIS AND ARE MADE AVAILABLE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. RCF DISCLAIM, TO THE FULLEST EXTENT OF THE LAW, ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THIS SITE INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ACCURACY AND/OR NON-INFRINGEMENT. USE OF THIS SITE IS AT YOUR OWN RISK. RCF DOES NOT REPRESENT OR WARRANT THAT THE USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT CONTENT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVICE THAT MAKES THE SITE AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. USE OF THE SITE, OR INABILITY TO USE THE SITE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SITE, EVEN IF RCF HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH USING THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. TO THE EXTENT APPLICABLE LAW DOES NOT PERMIT THE FOREGOING LIMITATION OR EXCLUSION OF LIABILITY, YOU AGREE THAT THE AGGREGATE LIABILITY OF RCF FOR ANY REASON WHATSOEVER RELATED TO USE OF THE SITE AND ITS CONTENT SHALL NOT EXCEED $50.00 U.S.

RCF, OUR LICENSORS AND AGENTS ALSO ASSUME NO RESPONSIBILITY, AND WILL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY
ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING THE SITE OR YOUR DOWNLOADING OF ANY CONTENT OR MATERIALS FROM THE SITE.

Compliance with Applicable Law. RCF controls and operates this Site from our headquarters in the United States of America and for use by citizens, residents and persons of the United States of America. RCF makes no representation that the Site is appropriate or available for use in other locations or that RCF complies with the local law of other locations. If you use this Site from outside the United States of America, you are solely responsible for compliance with all applicable laws, including but not limited to the export and import regulations of the U.S. and/or other countries in relation to the Content.

Termination. RCF may terminate your access to all or any part of the Site and any related service(s) at any time, with or without cause, with or without notice, effective immediately, for any reason whatsoever, including, but not limited to, your breach of any of these Terms.

Modification to Terms. RCF reserves the right to change these Terms or our policies relating to the Site at any time and shall notify you solely by posting an updated version of these Terms on the Site. You are responsible for regularly reviewing these Terms. Continued use of the Site after any such changes shall constitute your consent to such changes.

General. These Terms will be governed and interpreted pursuant to the laws of the State of Indiana, without regard to the choice or conflicts of law provisions of any jurisdiction. You shall bring all disputes, actions, claims, or causes of action related to these Terms or in connection with the Site only in the federal and state courts located in the Indianapolis, Indiana. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties, with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and RCF as a result of this agreement or use of the Site. The failure of RCF to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and expressly agreed to by RCF in writing by a duly-authorized officer of RCF. The Terms comprise the entire agreement between you and RCF with respect to the Site; provided, however, that you will also be subject to any additional terms and conditions of which you are notified and to which you manifest your consent by continued use of the Site. You may also be subject to additional terms and conditions contained in any other agreements between you and RCF.

QUESTIONS OR ADDITIONAL INFORMATION. If you have questions regarding these Terms or wish to obtain additional information, please call 866-803-0389.

1) “RCF Gift Fund” is the name used by RCF Foundation Inc. to describe one of its Donor-Advised Fund programs. RCF Foundation Inc. is a United States public charity described in §§501(c)(3), 509(a)(1) and 170 (b)(1)(A)(vi) of the Internal Revenue Code of 1986, as amended from time to time.
Appendix
GuideStar's User Agreement

USER AGREEMENT

READ THE TERMS AND CONDITIONS HEREIN CAREFULLY BEFORE CONTINUING OR USING THE GUIDESTAR SITE (AS DEFINED BELOW). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR OTHERWISE USE THE GUIDESTAR SITE. YOUR CLICKING ON THE BUTTON MARKED "I ACCEPT" AND YOUR CONTINUED USE OF THESE SERVICES INDICATES YOUR ACKNOWLEDGMENT THAT YOU HAVE READ AND ACCEPTED THESE TERMS AND CONDITIONS AND THIS USER AGREEMENT.

This User Agreement is a binding contract between You and Philanthropic Research, Inc. ("GuideStar"). Your access to and continued use of the GuideStar Web site located at www.guidestar.org (including any successor site) (the "GuideStar Site") constitutes your acceptance, without limitation, of the terms and conditions of this User Agreement. If You do not agree to be bound by these terms, You may not access or use the GuideStar Site.

You acknowledge that you have read the terms and conditions herein and that you accept such terms and conditions. YOU AGREE TO READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THE GUIDESTAR SITE OR ANY FEE-BASED PRODUCT (AS DEFINED BELOW). If you do not agree to these terms and conditions, you may not use the GuideStar Site or any Fee-Based Product.

Permitted and Prohibited Uses

Permitted Uses. Upon Your acceptance of this Agreement by clicking on the button marked "I Accept", You are granted limited, non-exclusive and nontransferable license to access and use the GuideStar Site (including its database and certain other contents, but excluding portions of the GuideStar Site relating to fee-based features or services, such as features and services associated with "GuideStar Select" and "GuideStar Premium" (collectively, "Fee-Based Products")) for the following purposes (collectively, "Permitted Uses"): a. to learn about nonprofit organizations for the purposes of evaluating them as recipients of personal charitable donations; or b. if You are an entity or governmental agency: i investigating nonprofit entities for purposes of providing goods or services to them or for entering into other types of business relationships with them, ii fulfilling Your business or organizational mission of making charitable donations to nonprofit entities; iii conducting comparative or other "best practices" research purposes; iv for Your own internal business use; and v in the case of governmental agencies, performing regulatory or research functions related to nonprofit entities.

Prohibited Uses. You may not: 1. use the GuideStar Site other than is authorized by this Agreement; 2. use the GuideStar Site for the benefit of any third party, other than as part of a Permitted Use; 3. republish or distribute information from the GuideStar Site (including by posting same on any other Web site); 4. modify information from the GuideStar Site except in connection with a Permitted Use; 5. disassemble, decode, decompile, or otherwise reverse engineer the GuideStar Site, including, without limitation, any interfaces or software programs comprising the GuideStar Site; 6. take any action that would impede or interfere with the operation of the GuideStar Site or alter the contents of the GuideStar Site, or alter or interfere with any other content, site or software that GuideStar owns or controls; 7. directly or indirectly, change, recompile, reframe, rent, sell, distribute or publish any of the GuideStar Site, GuideStar Database and/or GuideStar Content, or any portion thereof; 8. use any data mining, robots or similar data gathering and extraction methods with respect to the GuideStar Site or any portion thereof; or 9. use the GuideStar Site directly or indirectly in competition with GuideStar in any way whatsoever.

©Renaissance Charitable Foundation 2017 QBGB
Access to the GuideStar Site

Except as provided below with respect to library Patrons (as defined below), if You are an individual, You will select a user name and password at the time You complete Your registration on the GuideStar Site. If You are an entity or governmental agency, You will, upon purchasing any of GuideStar’s Fee-Based Products that permit access by one or more of your authorized users (which (unless Your agreement with GuideStar with respect to such Fee-Based Product expressly provides otherwise) may be Your employees but not independent contractors or third parties), be permitted to designate those of Your authorized users who will be permitted to access such Fee-Based Product on Your behalf, subject to the maximum number of authorized users to which You are permitted to grant access to such Fee-Based Product, as provided in the subscription or other agreement pursuant to which You purchased such Fee-Based Product. Such authorized users must complete GuideStar’s registration process in order to receive passwords that will permit them to access such Fee-Based Product. (For the avoidance of doubt, if you are an authorized user of an entity or governmental agency (including, without limitation, a library) that has purchased one or more Fee-Based Products, all of the rights, obligations and agreements stated in this User Agreement as applicable to “You” shall apply equally to you as such an authorized user.) Only one individual may access the GuideStar Site at a time using the same user name and password. You are responsible for maintaining the confidentiality of the user name and password and are fully responsible for all activities that occur under Your user name or password, and, if You are an entity or governmental agency, for all activities that occur under the user names and passwords of Your authorized users to the extent such user names and/or passwords are used or misused in connection with any Fee-Based Product purchased by You.

You are responsible for ensuring that no unauthorized person will have access to Your user name, password or account. It is Your sole responsibility to monitor and control access to and use of Your user name, password and account. Your user name, password and account are not transferable. You grant GuideStar and all other persons and entities involved in the operation of the GuideStar Site the right to transmit, monitor, store, retrieve and use Your information in connection with the operation of the GuideStar Site. You agree to (a) immediately notify GuideStar of any unauthorized use of Your user name, password or account or any other breach of security, and (b) ensure that You exit from Your account at the end of each session. GuideStar cannot and will not be liable for any loss or damage arising from Your (or any authorized users’) failure to comply with the provisions of this Section.

If Your access to the GuideStar Site is provided by or through a third party library that has entered into an agreement with GuideStar to allow its legitimate Patrons to access any Fee-Based Product without requiring such Patrons to log in individually with user name and passwords, by using the GuideStar Site (including, without limitation, such Fee-Based Product), You agree to abide by all of the provisions of this User Agreement, except that the provisions above regarding registration and use of a user name and password may be inapplicable to Your use of the GuideStar Site and such Fee-Based Product to the extent such use is made via access provided by such library. “Patron” means an individual member of the public authorized to access and use a library in accordance with the rules and policies applicable to such library. GuideStar reserves the right, for any reason and without notice, in its sole discretion, to terminate, change, suspend, or interrupt access, in whole or in part, to the GuideStar Site. GuideStar further reserves the right to impose additional or other registration, password and other security precautions on access to and use of the GuideStar Site.

Use of Cookies

GuideStar may use cookie technology to help personalize Your experience on the GuideStar Site. A cookie is a small file that is sent to Your computer by a site’s server. A cookie can be a record of Your visit to a site, including information such as Your user name, registration information, time of last visit, pages viewed, etc. A cookie created by one site’s servers can be retrieved only by that site’s servers.

©Renaissance Charitable Foundation 2017 QBGB
You have the ability to accept or decline cookies. Most web browsers automatically accept cookies, but browser settings can usually be modified to decline all cookies, or to notify the user each time a cookie is sent and permit cookies to be accepted or declined on an individual basis. If You (or one of Your authorized users, if any) choose to decline cookies, You (or such authorized user) will need to enter Your (or such authorized user's) user name and password each time You (or such authorized user) desire to log in to the GuideStar Site, and use of the GuideStar Site by You (or such authorized user) may also otherwise be negatively impacted.

Communications from GuideStar
You understand and agree that, as part of Your use of the GuideStar Site, GuideStar may send to You certain communications from time to time, including (a) product announcements, such as announcements concerning upgrades, modifications and/or enhancements to the GuideStar Site and any other products or services offered by GuideStar; (b) service announcements, such as announcements regarding possible interruptions or other conditions that may affect access to and/or use of the GuideStar Site and/or any other products or services offered by GuideStar; (c) subscription-related announcements, such as notification of impending subscription expirations and opportunities to upgrade subscriptions; and (d) other administrative updates. You further understand and agree that Your agreement to receive such communications is a condition to Your use of the GuideStar Site and other products and services offered by GuideStar, and that You will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new feature that augments or enhances the GuideStar Site, shall be subject to this Agreement.

Registration Information and Privacy Policy
As a condition of Your right to use the GuideStar Site, You agree to provide us with true, accurate and complete information as required by the registration process, including Your legal name, address, telephone number, and e-mail address (collectively, "Registration Data"), to allow us to share Your Registration Data with third parties for the purpose of verifying the information you provide and to otherwise use such Registration Data consistent with our Privacy Policy. You agree to the terms of our Privacy Policy, which is incorporated by reference.

Legal Notices and Proprietary Rights
You acknowledge and agree to the terms of GuideStar's Legal Notices, which are incorporated by reference. You agree not to take any action that would infringe, misappropriate, or violate GuideStar's intellectual property interests. You agree not to upload or otherwise place any information on the GuideStar Site that would infringe or otherwise violate anyone's intellectual property interests or other rights, or that is false, misleading, defamatory, or otherwise contrary to law or regulation.

ACCURACY AND WARRANTY DISCLAIMERS
GuideStar does not warrant or guarantee the accuracy, quality, completeness, currency, or validity of any information on the GuideStar Site (including, without limitation, database accessible via the Site and its content) or linked from the GuideStar Site. The descriptive information is derived from IRS Forms 990, Forms 990-EZ, and Forms 990-PF filed by the nonprofit organizations or their voluntary responses to a GuideStar questionnaire. The financial data are taken from the IRS Business Master File, IRS Forms 990, Forms 990-EZ, Forms 990-PF, or information provided to GuideStar by organizations that are not required to file returns with the IRS. The classified ads and news releases are also provided by the organizations. GuideStar does not edit or control the financial information it receives, although it may (in its sole discretion) note obvious mathematical errors that it believes may exist in the materials as received by it.

Due to, among other things, the possibility of human and/or mechanical error, GuideStar shall not be responsible for any errors or omissions on the GuideStar Site. GuideStar makes no representations as to the accuracy or integrity of the information contained therein, including, without limitation, the GuideStar Content. GuideStar shall not be liable for any damages of any kind incurred as a result of the information posted on the GuideStar Site including, without limitation, the GuideStar Content. **GUIDESTAR MAKES NO WARRANTY THAT THE GUIDESTAR SITE IS BUG FREE OR ERROR FREE, THAT SAME WILL OPERATE WITHOUT ANY INTERRUPTION, OR THAT USE OF SAME WILL RESULT IN ANY PARTICULAR RESULTS. THERE ARE NO WARRANTIES AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF ANY INFORMATION OR AGAINST INFRINGEMENT. THE GUIDESTAR SITE IS**
Provided "as is" and "with all faults." GuideStar has made and makes no other warranties, and it disclaims all warranties express or implied, or arising by course of performance, course of dealing or usage of trade, including without limitation any representations or warranties relating to noninfringement, noninterference, accuracy, merchantability, timeliness, performance, title, quiet enjoyment, fitness for a particular purpose or that any information, efforts, services or system provided by GuideStar will fulfill any of your particular purposes or needs. GuideStar makes no representations or warranties on behalf of itself with respect to third party software or equipment and expressly excludes any and all liability arising from or relating to a third party's software and/or equipment.

Limitations on Liability; Indemnity
In no event shall GuideStar (including its officers, directors, employees, successors and assigns) have liability for punitive, exemplary, indirect, special, incidental, or consequential damages or loss (including without limitation damages for lost business, lost profits, or lost data) arising in connection with this User Agreement, the GuideStar Site, any database or content thereon or the use or inability to use the GuideStar Site, or any database or content thereon, regardless of the legal theory on which such damages are claimed or regardless of whether GuideStar has been notified of the possibility of such damages or loss. Not all state laws allow such limitations, and your rights may vary.

You agree to indemnify, defend and hold harmless GuideStar, its affiliates, and their respective officers, directors, employees, agents, successors, assigns, licensors, partners, joint venturers, customers and any other person or entity involved in the creation, production and/or distribution of the GuideStar Site, from and against any and all claims, liabilities, costs and expenses (including, without limitation, attorneys' fees and expenses) incurred in connection with or arising from any breach by You of this User Agreement or resulting in connection with or arising from Your use of the GuideStar Site.

Endorsement Disclaimer
GuideStar does not endorse, support, sanction, or verify the information or material on or accessible via the GuideStar Site. Unless otherwise specifically indicated, GuideStar does not endorse and has no affiliation with any of the organizations mentioned, listed in, described on or linked to via the GuideStar Site, and it makes no representations or warranties whatsoever with regard to those organizations or any other organization, entity or person.

Disclaimer Regarding Financial and Legal Advice
The information on the GuideStar Site is provided for educational and informational purposes only. Such information or materials do not constitute and are not intended to provide legal, accounting, or tax advice and should not be relied on in that respect. We suggest that You consult an attorney, accountant, and/or financial advisor to answer any financial or legal questions.

Classified Ads and Nonprofit Resources Disclaimer
Please note: GuideStar's classified ads are a FREE service. GuideStar reserves the right to edit, categorize, revise, or decline any classified advertisement. We reserve the right to refuse any ad we deem inappropriate. In addition, GuideStar has the right to terminate any ad at any time for any reason, including if we learn that the user has provided false or misleading information.

Parties posting ads are responsible for the accuracy and content of their ads. Check your ad and if you find an error, please correct it immediately. GuideStar will not be liable for any damages arising out of errors or omissions.
GuideStar and its affiliates make no representations or warranties of any kind, whether express or implied, regarding any of the classified ads located on the GuideStar Web site. Buyer beware and due diligence are recommended before entering into any agreement with a classified advertiser. We will not be held liable for any damages of any kind relating to any ad.

**Termination; Equitable Remedies**

GuideStar may terminate this User Agreement at any time, with or without notice and with or without cause. Terms of this User Agreement that, by their nature, survive the termination or expiration of this User Agreement, shall so survive.

You acknowledge and agree that any unauthorized use or disclosure by you of the GuideStar Site or any infringement or violation of GuideStar's intellectual property rights, shall cause GuideStar irreparable injury for which GuideStar could not be fully compensated by money damages. You agree that, in the event of such a violation, GuideStar would be entitled to seek and recover (in addition to any other available remedies) preliminary and permanent injunctive relief without the necessity of posting bond or security, and further that GuideStar would be entitled to recover from you its attorneys' fees and costs incurred in seeking and obtaining such relief.

**Force Majeure**

GuideStar shall have no liability whatever for delays or interruptions in delivery or accessibility of any of the GuideStar Site, interruptions of service or other breach of this User Agreement due to fire, explosion, lightning, power surge or failure, water, acts of God, war, civil disturbance, terrorism, acts or omissions of communications carriers, or other causes beyond GuideStar's reasonable control.

**Dispute Resolution**

This User Agreement shall be governed and construed by the laws of the Commonwealth of Virginia, without regard to its choice of law rules. You agree that, by entering into this User Agreement and accessing and/or using the GuideStar Site, You are transacting business in the Commonwealth of Virginia and are subject to jurisdiction in its courts. Any legal or equitable action arising from this User Agreement or in connection with the GuideStar Site shall be commenced and maintained in a court of competent subject matter jurisdiction within the Commonwealth of Virginia, and you consent to personal jurisdiction and venue in any such court. In the event it is held that jurisdiction or venue is wanting in such a court, an action then may be commenced in any other court having proper jurisdiction under applicable statutes and court rules. In the event of any dispute adjudicated between the parties, whether in litigation or permitted appeal, the prevailing party shall be entitled to recover from the party not prevailing its reasonable attorneys' fees and costs incurred in such proceeding. The parties agree that neither may bring a claim or assert a cause of action against the other, in any forum or manner, more than one (1) year after the cause of action accrued, except where the party could not have reasonably discovered the wrong giving rise to the claim within the basic facts supporting the claim within one (1) year.

**Modification of This User Agreement**

GuideStar reserves the right, in its sole discretion, to modify, alter, or otherwise revise this User Agreement (as well as the License Agreements to our Fee-Based Products, Legal Notices, and Privacy Policy referenced in the User Agreement) at any time by posting such modified versions on the GuideStar Site. You agree to monitor regularly the User Agreement as it appears on the GuideStar Site. Your continued use of the GuideStar Site after the posting of any modified versions shall constitute agreement to the modified User Agreement. This User Agreement may be modified by Your agreement to a License Agreement or License Agreements to one or more or our Fee-Based Products. This User Agreement may not otherwise be modified or amended.

**Notices**

Except as is stated herein to the contrary, any notices to GuideStar must be given by postal mail sent to GuideStar's headquarters as then listed on the GuideStar Site. Any notices to You will be sent to the e-mail address that you provide to GuideStar.
Severability
Should any term of this User Agreement be finally held by a court of competent jurisdiction to be invalid, unenforceable, void, or otherwise contrary to law or equity, GuideStar and you agree that such provision shall be automatically severed and the remainder of this User Agreement that can be given effect shall continue to be given effect.

Entire Agreement
This User Agreement constitutes the entire agreement between GuideStar and You with respect to the subject matter of this User Agreement, and it supersedes all prior agreements, understandings or representations between You and GuideStar with respect to the subject matter of this User Agreement. This User Agreement may not be modified except in writing and as is permitted herein. I HAVE READ THIS USER AGREEMENT AND AGREE TO ALL THE PROVISIONS ABOVE.