**iSucceed Terms of Use**

Last Updated September 10, 2021

These Terms of Use (“**Terms**”) are a binding contract between you and EQUIP, our subsidiaries, affiliates, and corporate parents (collectively, **“EQUIP**”, “**us**”, or “**we**”). These Terms govern your use of the iSucceed application (the “**App**”), offered by EQUIP and managed by the John Maxwell Leadership Foundation (“**JMLF**”). Additional, separate terms that apply to your use of the App or our other services will be considered to form part of these Terms.

**THESE TERMS INCLUDE A CLASS ACTION WAIVER AND AN ARBITRATION PROVISION THAT GOVERNS ANY DISPUTES BETWEEN YOU AND EQUIP.**

By accessing or using the App, you accept and consent to these Terms and all documents incorporated by reference. You can also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you in any agreement or electronic form, by creating an account, by clicking “sign up” or any similar mechanism, or by downloading or using the App in any manner. If you do not agree to these Terms, do not access or use the App.

1. **ELIGIBILITY**

To use the App, you must must: (i) be at least 18 years old or the legal age of majority under the laws of your jurisdiction and (ii) have the necessary authority to enter into a contract with EQUIP; (iii) access the App only when physically located in a jurisdiction where we offer the App; (iv) access the App only when physically located in a state, country, or jurisdiction where participation in the App is unrestricted and unprohibited by that jurisdiction’s laws; and (v) at all times abide by these Terms. You may not access or use the App if you are barred from receiving such services under applicable law or have previously been suspended or removed from any of the App.

By accessing the App in any manner, you represent and warrant that you meet the eligibility criteria set forth in this section. If you do not follow or qualify under the criteria of this section, you must not use the App. EQUIP reserves the right to suspend or close your Account or use of the App without notice to you if we discover or suspect that you do not meet the requirements of this section.

1. **REGISTRATION**

To use the App you must register and create a Guest Account or User Account (your “**Account**”). You agree to provide true, accurate, current, and complete information about yourself and to maintain and promptly update your information as needed. You are responsible for maintaining the confidentiality of your EQUIP login and password, and you are responsible for all activities that occur using your access credentials. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. EQUIP is not liable for any loss or damages caused by your failure to maintain the confidentiality of your account credentials or your choice to share any data associated with your Account with others.

1. **Privacy Notice**

You acknowledge that you have read and understand the iSucceed Privacy Notice. You may review the privacy notice at any time via the App.

1. **SOFTWARE REQUIREMENTS**

You must have a compatible mobile telephone or handheld device, internet access, and the necessary minimum specifications (“**Software Requirements**”) to use the App on a mobile device. The Software Requirements are listed on the relevant application page. App software may be upgraded from time to time to add support for new functions. The App may request certain privacy permissions from time to time such as access to your geolocation or mapping applications, device camera or microphone, or other apps and associated features on your device. You acknowledge that the terms of agreement with your respective mobile network provider will continue to apply while you use the App. Data and messaging charges may apply to your use of the App or any text messaging or photo sharing features you use via the App. You accept responsibility for any such charges that arise. If you are not the bill payer for the mobile telephone or handheld device being used to access the App, you will be assumed to have received permission from the bill payer for use of the App.

1. **COMMUNICATIONS**

As part of your use of the App, you may receive service notifications, alerts, emails, or other communications through our online channels. You agree to the receipt of these communications to use the App, and you will not be able to opt-out from receiving these messages. We may also send you marketing communications by email, mail, or other methods if you opt-in to receive those messages. You can opt-out of marketing communications by adjusting the App settings or unsubscribing from our marketing emails.

1. **LICENSE GRANT**

EQUIP grants you a limited, non-exclusive, nontransferable, non-sublicensable, revocable license to access, download, install, and use the App for your own personal, non-commercial purposes, subject to these Terms. The App is licensed to you, not sold. Nothing in these Terms is intended to, or may be construed as, conferring by implication, estoppel, or otherwise any ownership, license, or other grant of right to any copyright, trademark, or other intellectual property of EQUIP or any third party, except as expressly provided in these Terms. We reserve all rights not expressly granted in these Terms.

1. **ACCEPTABLE USE**

You represent and warrant that you will use the App in accordance with the following acceptable use requirements:

* 1. You will use the App in compliance with applicable laws;
	2. Any information you submit to us is truthful and accurate;
	3. You will maintain the accuracy of that information;
	4. You will not do anything that might jeopardize the security of your account;
	5. You will not engage in any activity described under Prohibited Acts (Section 10); and
	6. You will notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. Any information that you provide to us will also be subject to our Privacy Notice.
1. **PROPRIETARY RIGHTS**

Unless otherwise expressly indicated, the information contained within the App, including but not limited to all images, illustrations, designs, photographs, video clips, text, graphics, icons, designs, software code, written information and screens appearing in the App, and other materials, as well as names, logos, taglines, trade dress, and other trademarks, on the App or other services offered throughout the John Maxwell Enterprise, are copyrights, trademarks, trade dress or other intellectual property (collectively, the “**Contents**”) owned, controlled, or licensed by EQUIP or its affiliates within the John Maxwell Enterprise, or are the property of their respective owners. No license to or regarding any of the Contents is granted in connection with your use of the App.

* 1. **Copyright.** The Contents are protected by U.S. and foreign copyright, trademark, trade dress, or other proprietary right laws and international conventions. You do not have permission to copy, reproduce, make derivative works from, distribute, republish, download, display, perform, post electronically or mechanically, transmit, record, or mirror any of the Contents without the prior written permission of EQUIP. You may only display, download, or print the Contents for the purpose of using the App as an internal or personal business resource.
	2. **Trademarks*.*** The terms EQUIP Leadership and EQUIP, the EQUIP logo (in various stylizations), our other logos and product and service names, trademarks, service marks, product names and trade names associated with the John Maxwell Enterprise, are exclusively owned by us and may not be copied, imitated, or used, whether in whole, partial or modified form, without our prior written permission. You may not use any meta tags or any other hidden text utilizing an EQUIP name, trademark, or product name without EQUIP’s prior written permission. Third party trademarks and service marks used in the App are the property of their respective owners, and we use them with their consent. EQUIP and the other licensors of the marks in the App reserve all rights with respect to all Contents and all intellectual property.
	3. **Feedback*.*** You may from time-to-time provide us materials, communications, suggestions, comments, improvements, ideas, User Content (defined below), or other feedback related to the App (“**Feedback**”). You hereby additionally grant to us all rights, titles, and interests in and to any Feedback. In the event this grant is not sufficient for us to fully realize and use the Feedback, you grant us a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use and incorporate into the App any of the Feedback. By providing Feedback, you are representing that the Feedback is not subject to any intellectual property claim by a third party or any license terms which would require products or services derived from that Feedback to be licensed to or from, or shared with, any third party.
	4. **No License.** You understand that your use of the App does not authorize you to use any Contents in any manner other than specifically authorized by these Terms. You may not use our Contents in any way that might confuse or that disparages us. Any other use of the Contents in the App including reproduction for purposes other than as noted herein, without the prior written permission of EQUIP, is strictly prohibited. Only a duly authorized officer of EQUIP may grant permission or a license to use any of our Contents; any attempted grant or similar promise by anyone other than a duly authorized officer of EQUIP is invalid.
	5. **Reports.** We may, from time to time, deidentify or anonymize the Personal Information or other user data (“**Deidentified Information**”) that we collect from your use of the App and combine it with others’ Deidentified Information for research, analysis, machine learning, or to generate reports and studies (collectively, “**Reports**”). Any such Reports are the sole and exclusive property of EQUIP, and we reserve the right to disclose, share, distribute, or publish our Reports for any purpose provided such Reports are not reasonably linkable, directly or indirectly, to your Personal Information. You hereby assign any rights you may have to such Reports, studies, and your Deidentified Information contained therein to EQUIP in perpetuity throughout the world for any and all present or future uses in any and all languages and for no compensation. All Deidentified Information will be treated as nonconfidential and nonproprietary. We shall be under no obligation of any kind with respect to such Deidentified Information and shall be free to reproduce, make derivative works from, use, disclose, and distribute the Reports to others without limitation. Additionally, we may use any ideas, concepts, know-how, or techniques contained in generating reports or studies for any purpose whatsoever, including but not limited to developing, manufacturing, or marketing products incorporating such information.
1. **USER CONTENT**

The App may include features that enable you to post, upload, store, share, send, or display images, video, data, text, comments, and other information and content (“**User Content**”) to and via the App. You represent and warrant that you own your User Content or that you have all rights necessary to grant us a license to use your User Content as described in these Terms. You retain all rights to your User Content that you post to the App. In consideration for your use of the User Content features, you grant to EQUIP an irrevocable, worldwide, royalty-free, fully paid, sub-licensable, perpetual license to use, reproduce, make derivative works from, distribute, publish, display, or perform such User Content in whole or in part, by any and all means and media, in connection with advertising, marketing and promoting EQUIP or affiliates.

You are responsible for your User Content and the consequences of posting it online. EQUIP relies on accurate User Content to provide and improve the App. Any attempts to submit inaccurate User Content to the App is strictly prohibited. You assume all risks associated with dealing with other users with whom you come in contact through the App, and, to the extent that the law permits, you release EQUIP from any claims or liability related to any User Content posted via the App and from any claims related to the conduct of any other users.

EQUIP may, in our sole discretion, alter, remove, or refuse to display any of your User Content, and may forbid you from posting, uploading, storing, sharing, sending, or displaying your User Content to and via the App.

We reserve the right, but have no obligation to, monitor, review, screen, post, remove, reject, modify, or store User Content at any time and for any reason without notice. However, EQUIP has no obligation to use any User Content, and EQUIP’s use of any User Content does not create or imply any endorsement of or affiliation with you. We take no responsibility and assume no liability for any User Content that you or a third-party posts or sends on or through the App, nor do we assume any liability for any action or inaction regarding transmissions, communications or content provided by any user or third party.

1. **PROHIBITED ACTS**

You also agree to not rent, retransmit, disclose, publish, sell, assign, lease, sublicense, market or transfer the App or any portion thereof (including our Content) or use it in any manner not expressly authorized by these Terms. You further agree not to copy, reverse engineer, translate, port, modify, or make derivative works of any portion of the App.

You represent and warrant that your use of the App and your provision of User Content via the App will not:

1. Use or attempt to use another user’s account without authorization, or impersonate any person or entity;
2. Harvest, solicit, or collect information of other users for any reason whatsoever, including, without limitation, for sending unsolicited communications;
3. Upload any User Content or other data that contains software viruses or is designed to interrupt, destroy, or limit the functionality of any equipment or services, or that contains other harmful, disruptive, or destructive files or content;
4. Post, advertise, or promote products or services commercially, or upload any content that is advertising, promotional material, junk mail, spam, or a contest or sweepstake, or that furthers or promotes criminal activity;
5. Infringe, misappropriate, or violate a third party’s patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy;
6. Violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
7. Be fraudulent, false, misleading, or deceptive;
8. Be defamatory, obscene, pornographic, vulgar, or offensive;
9. Promote discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group;
10. Be violent or threatening or promote violence or actions that are threatening to any person or entity;
11. Promote illegal or harmful activities or substances; or
12. Use the App in any manner that, in our sole discretion, is objectionable or restricts or inhibits any other person from using or enjoying the App, or which may expose us or our users to any harm or liability of any type.

Additionally, you are strictly prohibited from violating or trying to violate our security features, such as by:

* 1. Accessing data not intended for you or logging onto a server or an account which you are not authorized to access;
	2. Attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures unless we expressly authorize that you do so in writing;
	3. Attempting to interfere with service to any user, host, or network, such as by means of submitting a virus to overloading, “flooding,” “spamming,” “mail bombing,” or “crashing”;
	4. Sending unsolicited email, including promotions and/or advertising of products or services forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting;
	5. Using any device, software, or routine to interfere, or try to interfere, with the proper working of the App or any activity being conducted on the App; or
	6. Using or attempting to use any engine, software, tool, agent, or other device or mechanism (including browsers, spiders, robots, avatars, or intelligent agents) to navigate or search the App other than the search engine and search agents that we make available via the App and other than the generally available third-party web browsers.

If you violate our system or network security, you may face civil or criminal liability. Tampering with the App, conducting fraudulent activities on the App and all other illegal activities are prohibited and may subject a user to legal action and/or termination of your access to the App. We will investigate occurrences that may involve such violations. We may involve or cooperate with law enforcement authorities in prosecuting users who are involved in such violations.

1. **FEES & PAYMENT**

The App is offered to you free of charge. However, you are responsible for any charges and fees that you incur associated with your use of the App, including but not limited to all wireless and/or internet service provider fees, devices and equipment, sales taxes, and any other fees and charges necessary to access the App.

EQUIP may offer certain App subscriptions or features for a fee. If you select an App service level offered for a fee, you agree to pay any fees associated with the App that you select, as well as any taxes, fees, or other charges associated with your use of the App and any associated fees. We reserve the right to change App access plans and features offered or to adjust our fees or any components thereof in any manner and at any time. To pay any fee, you must designate and provide information about your preferred payment method (e.g., credit card, online payment service, a third party, like iTunes or Google Play, or any other payment method made available by EQUIP) (the "**Payment Method**"). If you provide your payment information, you authorize us and certain third-party service providers, payment card networks and payment processors to receive, store and encrypt your payment information. No refunds or credits will be provided by EQUIP, other than as set forth in these Terms. If your payment provider determines that there are fraudulent charges on your account resulting from use of your Payment Method at the App, please contact us immediately via privacy@jmlf.app.

If you do not pay on time or if we cannot charge the payment method you have on file for any reason, we reserve the right to either suspend or terminate your access to the App. If your unpaid fees are referred to an attorney or collections agency, you shall pay all reasonable attorney’s fees or collections agency fees. If you access the App through a third-party subscription, your use of the App is also subject to the third-party’s terms and conditions and your access to the App is subject to our receipt of payment from such third party. EQUIP reserves the right to terminate your use of the App if your payment via a third-party subscription is not received for any reason.

1. **UPDATES**

From time to time, we may, in our sole discretion, develop and provide updates to the App, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that we have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You agree to promptly download and install all Updates and acknowledge and agree that the App or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the App and be subject to these Terms.

1. **BETA VERSIONS**

We may make versions of the App available for testing and evaluation purposes prior to their release to the general public (each a “**Beta Version**”). Beta Versions are subject in all respects to these Terms, except that we may discontinue the Beta Version or your ability to use a Beta Version at any time, with or without notice and without further obligations to you. By participating in a Beta Version test, you consent to EQUIP accessing all data, including your Personal Information, input or collected via your use of the Beta Version for EQUIP to identify bugs, discrepancies, errors, or improvements in the Beta Version. You also understand and agree that we may contact you to learn more about your use of the Beta Version or related activities to improve the App. You agree to notify us of all comments or suggestions about the Beta Version, including without limitation any problems and ideas for improvements, which come to your attention during use of the Beta Version. By permitting you to access, download, install or use a Beta Version, we do not grant any additional right to you under any copyrights, patents, trademarks, or trade secret information. EQUIP reserves the right to condition your access to and use of a Beta Version on your execution of a Nondisclosure Agreement.

1. **Unsolicited Submissions**

Please do not send or provide any unsolicited data, reports, studies, ideas, works, materials, proposals, suggestions, content, or the like (collectively, “**Unsolicited Submissions**”) in any form to EQUIP or any of our employees or contractors. As a result of the legal and business complexities, we regret that it has become necessary for us to adopt a strict policy against accepting or considering any Unsolicited Submissions sent to us. This policy is necessary to avoid potential misunderstandings or disputes that may arise if our new products or services or marketing campaigns were to appear similar to an idea submitted by you. If, despite our request that you not send us your Unsolicited Submissions, you still submit them, then regardless of what your correspondence says, you understand and agree that the following terms will apply to your submissions: (i) your Unsolicited Submissions and their contents will automatically become the property of EQUIP, without any compensation to you; (ii) there is no obligation for EQUIP to review, consider, or otherwise use the Unsolicited Submissions; (iii) EQUIP may use or redistribute the Unsolicited Submissions and their contents for any purpose and in any way; and (iv) there is no obligation to keep any submissions confidential.

1. **Copyright Infringement/DMCA Notice**

EQUIP takes claims of copyright infringement seriously. It is our policy, in appropriate circumstances and at our discretion, to respond to notices of alleged copyright infringement in accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“**DMCA**”). Upon receipt of a DMCA compliant notice, we will expeditiously remove or disable access to the content that is the subject of the notice. If you are a copyright owner or an authorized agent thereof, and you wish to file a notice of infringement with us, then you may contact us at privacy@jmlf.app.

Please include the following information with your complaint (you should speak with your legal counsel or See 17 U.S.C. § 512(c)(3) to confirm these requirements): (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 on the App 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 us to locate the material; (iv) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (v) a statement 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 (vi) a statement 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.

You acknowledge that if you fail to comply with all requirements of this section, your DMCA notice may not be valid. If material is believed in good faith by EQUIP to infringe a copyright or otherwise violate any intellectual property rights, EQUIP will remove or disable access to the material. Before submitting a notice of claimed copyright infringement, please note that doing so can have serious legal consequences. Be sure to consider whether the “fair use” doctrine or another similar limitation of copyright rights applies in your circumstances. Please note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability. If you are unsure whether the material available online infringes your copyright, we suggest that you contact an attorney before sending us a notice.

If we have taken down your materials or the materials of your child due to suspicion of copyright infringement, you may dispute the alleged infringement by sending us a written communication to privacy@jmlf.app that includes: (i) your physical or electronic signature; (ii) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled; (iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; (iv) your name, address and telephone number and a statement that you consent to the jurisdiction of Federal District Court for Gwinnett County, Georgia, and that you will accept service of process form the person who provided notification of copyright infringement or an agent of such person.

1. **THIRD PARTIES**

Third-party products and services made available through the App 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 EQUIP. Your interaction with, or participation in promotions of, third parties found on or through the App, 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 App. You agree EQUIP shall not be liable for any loss or damage of any kind incurred by you as a result of dealings with third party services or advertisers made available through the App.

The App may include links to other websites or resources. EQUIP does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You acknowledge and agree that EQUIP is not responsible for the availability of such external websites or resources.

1. **ENFORCEMENT**

EQUIP reserves the right (but is not required) to remove or disable your access to the App, any Content, or your User Content at any time and without notice, and at our sole discretion, if we determine that your use of the App or your User Content is objectionable or in violation of these Terms. We have the right to investigate violations of these Terms and any conduct that affects the App, and in response may take any action we may deem appropriate.

1. **TERMINATION**

These Terms remain in effect as long as you use the App. You may terminate these Terms at any time by notifying EQUIP at privacy@jmlf.app, deleting your Account, and ceasing all use of the App. If you cancel or otherwise terminate these Terms, we will retain any fees you already paid to us under these Terms. We may terminate your use of the App and these Terms at any time and for any reason. Cause for such termination includes, but is not limited to, (a) breaches or violations of these Terms or any agreement or policy incorporated herein; (b) requests by law enforcement or other government agencies; (c) a request by you (self-initiated account deletions); (d) discontinuance or material modification to the App (or any portion thereof); (e) unexpected technical or security issues or problems; (f) extended periods of inactivity; and/or (g) nonpayment of any fees owed by you in connection with the App. Termination of your account may include (i) removal of access to all offerings within the App; (ii) deletion of your data and User Content; and (iii) barring of further use of the App. You agree that all terminations for cause shall be made in EQUIP's sole discretion and that EQUIP shall not be liable to you or any third party for any termination of your account or access to the App.

Upon termination of these Terms (x) the rights and licenses granted to you herein shall terminate as to the terminated rights; (y) you shall cease all use of the App that have been terminated; and (z) EQUIP may at its own discretion remove and/or purge data, Account information, and any other information obtained by us in connection with providing you the App. We reserve the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms. The following Sections shall survive termination of your account and/or the Terms: Proprietary Rights, Your Use of the App, Prohibited Acts, User Content, Enforcement, Disclaimer of Warranties, Indemnification, Limitation of Liability, Dispute Resolution, and Miscellaneous.

1. **DISCLAIMER OF WARRANTIES**

YOU USE THE APP AT YOUR OWN RISK. THE APP AND ALL COMPONENTS THEREOF ARE PROVIDED TO YOU “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, EQUIP AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPLICITLY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES ARISING OUT OF OR RELATED TO THESE TERMS OR THE APP, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Without limiting the generality of the foregoing, we make no warranty that the App or our Contents will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness, or reliability of the App or any Contents.

1. **LIMITATION OF LIABILITY**

NEITHER EQUIP NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE APP WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING PERSONAL INJURY, LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE APP, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT EQUIP HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL EQUIP’S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE APP EXCEED THE AMOUNTS YOU HAVE PAID TO US FOR USE OF THE APP OR, IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO EQUIP, ONE HUNDRED DOLLARS ($100). THE EXCLUSIONS AND LIMITATIONS OF DAMAGES IN THIS SECTION ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN EQUIP AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

1. **INDEMNIFICATION**

You agree to indemnify and hold EQUIP and its subsidiaries, affiliates, officers, agents, representatives, employees, partners and licensors harmless from any claims, suits, actions, demands, disputes, allegations, or investigations brought by any third party, governmental authority, or industry body, and all liabilities, damages, losses, costs, and expenses, including without limitation reasonable attorneys’ fees, arising out of YOUR USE OF the APP, YOUR USER Content, your TABLE GROUP OR ORGANIZATION, your connection to the App, your violation of the Terms, or your violation of any rights of another person or entity.

1. **dispute resolution**

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT CONTAINS A CLASS ACTION WAIVER, REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES, AND CLAIMS AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. You agree that any dispute, controversy or claim between you and EQUIP arising out of or relating to: (1) these Terms, or the breach thereof; (2) our provision of the App; (3) your access to or use of the App; or (4) any alleged violation of any federal, state, or local law, statute, or ordinance (each such dispute, controversy or claim, a “**Dispute**”) will be governed by the arbitration procedure outlined below.

* 1. **Informal Dispute Resolution.** We want to address your concerns without the necessity of a formal legal case. Before filing a claim against EQUIP, you agree to try to resolve the Dispute informally by contacting privacy@jmlf.app. EQUIP will contact you by email as part of a good faith effort to resolve the Dispute informally. If a Dispute is not resolved within 30 days after submission, you or EQUIP may bring a formal proceeding.
	2. **Arbitration Agreement.** You and EQUIP each agree to resolve any Disputes through final and binding arbitration administered by JAMS Mediation, Arbitration and ADR App. The arbitration will be held in Atlanta, Georgia, United States, or any other location we agree to. The JAMS rules will govern payment of all arbitration fees. Notwithstanding the foregoing, either you or EQUIP may assert claims, if they qualify, in small claims court in Atlanta, Georgia or any United States county where you live or work. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the App, or infringement of intellectual property rights (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute resolution process described above.
	3. **Class Action Waiver.** You may only resolve Disputes with EQUIP on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed under these Terms.
	4. **Governing Law.** Except as otherwise required by applicable law, the Terms and the resolution of any Disputes shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its conflict of laws principles. The Federal Arbitration Act, Georgia state law, and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. The United Nations on Contracts for the International Sale of Goods and any laws based on the Uniform Computer Information Transactions Act (UCITA) shall not apply to these Terms. You hereby consent to the exclusive jurisdiction of the state and federal courts located in Gwinnett County, Georgia, USA to enforce these Terms or adjudicate any other Dispute. Except as otherwise required by applicable law, if the agreement to arbitrate is found not to apply to you or your claim, you and EQUIP agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts in Gwinnett County, Georgia.
	5. **Limitation on Claims.** Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the App must be filed within one (1) year after such claim or cause of action arose, or else that claim or cause of action will be barred forever.
1. **MISCELLANEOUS**
2. **Geographic Restrictions.** EQUIP is a United States-based nonprofit organization. We make no claims that the App is accessible or appropriate outside of the United States. If you access the App from outside the United States, you do so on your own initiative and are responsible for compliance with local laws. Access to or use of the App may not be legal by certain persons or in certain jurisdictions.
3. **Entire Agreement.** Except as otherwise stated herein, these Terms constitute the entire and exclusive understanding and agreement between EQUIP and you regarding the App, and these Terms supersede and replace any and all prior oral or written understandings or agreements between EQUIP and you regarding the App.
4. **Relationship of Parties.** The parties’ relationship, as established by these Terms, is solely that of independent contractors. These Terms do not create any partnership, joint venture, or similar business relationship between the parties. Neither party is a legal representative of the other party, and neither party can direct and control the day-to-day activities of the other, assume or create any obligation, representation, warranty, or guarantee, express or implied, on behalf of the other party for any purpose whatsoever.
5. **Assignment.** You may not assign, delegate, or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. EQUIP may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.
6. **Waiver; Severability.** EQUIP’s failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of EQUIP. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect.
7. **Consent to Electronic Communications.** By downloading or using the App, creating a profile, or typing your name into any of our electronic forms and indicating your acceptance or submission of information by clicking a box, you consent to (a) our communicating with you electronically; (b) receiving all applications, notices, disclosures, and authorizations (collectively, “**Records**”) from us electronically; and (c) entering into agreements and transactions using electronic Records and signatures. Please note that federal law treats electronic signatures as having the same legal force and effect as if they were signed on paper by hand, and online contracts have the same legal force as signing an equivalent paper contract in ink. We will use electronic documents for all communications, notices, agreements, disclosures, authorizations, and other documents necessary to provide you with the App. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You must have a computer or other web-enabled device, an internet connection, an active email account, and the ability to receive and read PDF files to conduct business with us electronically. You agree to be responsible for keeping your own Records. If you require assistance with your Records or if you wish to receive Records in paper format or to withdraw your consent to receiving electronic records from us, please contact us at privacy@jmlf.app. Agreements and transactions executed prior to this request will remain valid and enforceable.
8. **Notices.** EQUIP reserves the right to update the Terms at any time and for any reason in its sole discretion. EQUIP will notify you of any material changes to the Terms or to any service or other features of the App. Any notices or other communications provided by us under these Terms, including those regarding modifications to these Terms, will be given (i) via email; or (ii) by posting to particular pages of the App. For notices made by email, the date of receipt on the message will be deemed the date on which such notice is transmitted.
9. **Amendments.** EQUIP reserves the right to amend these Terms of Use at any time by updating this posting without prior notice. Your continued use of the App following the posting of an updated Terms of Use constitutes your acceptance of such amendments. If the updated Terms are not acceptable to you, your only recourse is to cease using the App. You are advised to periodically visit this page to determine the then-current Terms of Use.