



1714 Franklin Street, Suite 100-321, Oakland, CA 94612

## Flourish Agenda Terms of Use

Last modified: October 22, 2021

### Acceptance of the Terms of Use

These terms of use are entered into by and between You and Flourish Agenda, Inc., a California 501(c)(3) Nonprofit Corporation ("Company," "we," or "us"). The following terms and conditions, together with any documents incorporated by reference (collectively, "Terms of Use"), govern your access to and use of the content, functionality, products and services offered on or through <https://flourishagenda.com> (collectively the "Service"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Service. **By using the Service, or by clicking to accept, or by otherwise agreeing to these Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://flourishagenda.com/terms-of-use/> and <https://flourishagenda.com/privacy-policy/>, incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Service.

The Service is offered and available to users who are 18 years of age or older. By using the Service, you represent and warrant that you are of legal age to form a binding contract with the Company and that using this Service in accordance with its terms is consistent with the laws of your jurisdiction. If you do not meet these requirements, you must not access or use the Service.

### Changes to the Terms of Use

We may revise and update these Terms of Use from time to time, and we will provide notice, for example via the Service or other means such as email, when we do so. Your continued use of the Service after the changes become effective means you accept and agree to the new terms. If you do not agree to the new terms, you must stop using the Service.

Your continued use of the Service following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently, so you are aware of any changes, as they are binding on you.

### Accessing the Service and Account Security

We reserve the right to withdraw or amend any or all of the Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some or all parts of the Service to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Service.
- Ensuring that all persons who access the Service through your internet connection are aware of these Terms of Use and comply with them.

To access the Service or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Service that all the information you provide on the Service is correct, current, and complete. You agree that all information you provide to register with this Service or otherwise, including, but not limited to, through the use of any interactive features on the Service, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Together we flourish.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Service or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have 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 of Use.

## Intellectual Property Rights

The Service and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Service for your personal, non-commercial use only, except as otherwise specifically permitted in writing by us. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Service, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Service for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media or other interactive features (including our private Facebook group, videoconferences, and the like), you may take such actions as are enabled by such features, provided that: (i) you are eligible to use the feature (for example, participation in the private Facebook group is limited to students enrolled in a course); (ii) your actions are consistent with these Terms of Use, including the Content Standards set forth herein. We reserve the right to remove you from any social media or interactive feature for any reason.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Service or any services or materials available through the Service.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Service in breach of the Terms of Use, your right to use the Service will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Service or any content on the Service is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Service not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

## Trademarks

The Company name, the term FLOURISH AGENDA, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Service are the trademarks of their respective owners.

## Prohibited Uses

You may use the Service only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Service:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Service, or which, as determined by us, may harm the Company or users of the Service, or expose them to liability.

Additionally, you agree not to:

- Use the Service in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Service, including their ability to engage in real time activities through the Service.
- Use any robot, spider, or other automatic device, process, or means to access the Service for any purpose, including monitoring or copying any of the material on the Service.
- Use any manual process to monitor or copy any of the material on the Service, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Service.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer, or database connected to the Service.
- Attack the Service via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Service.

## User Contributions

The Service may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, “**Interactive Services**”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “**post**”) content or materials (collectively, “**User Contributions**”) on or through the Service.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Service, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.

- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Service.

## Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Service or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Service.
- Terminate or suspend your access to all or part of the Service for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Service. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Service, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

## Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve, promote or advertise commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not

the case.

## Notifying us of Claimed Intellectual Property Infringement

We take claims of intellectual property infringement seriously, and it is the policy of the Company to terminate the user accounts of repeat infringers. If you believe that any User Contributions violate your intellectual property rights (including copyright or trademark), please submit a written notice to our DMCA Agent, at:

Shawn Ginwright  
Flourish Agenda, Inc.  
1714 Franklin St #100-321  
Oakland, CA 94612  
Phone: 510-761-9095  
Email: [coo@flourishagenda.com](mailto:coo@flourishagenda.com)

Your written notice should include, and pursuant to 17 U.S.C. § 512(c)(3) may not be effective unless it includes, each of the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Service, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Notices of claimed infringement, and the information therein, are not confidential and we may share them with any person or with the public.

If you believe that material you posted on the Service was removed or access to it was disabled by mistake or misidentification, you may submit a counter-notice to our DMCA Agent. Your notice should include each of the elements provided at 17 U.S.C. § 512(g)(3).

## Reliance on Information Posted

The information presented on or through the Service is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Service, or by anyone who may be informed of any of its contents.

This Service may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

## Changes to the Service

We may update the content on this Service from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Service may be out of date at any given time, and we are under no obligation to update such material.

## Information About You and Your Visits to the Service

All information we collect on this Service is subject to our Privacy Policy. By using the Service, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

## Online Purchases and Other Terms and Conditions

All purchases through our site or other transactions for the sale of goods, services or information formed through the Service, or resulting from visits made by you, or pursuant to an agreement that references these Terms of Use, are governed by these Terms of Use, including their warranty and liability limitations, and the following additional terms of sale:

1. Order Acceptance and Cancellation
  - a. You agree that your order is an offer to buy, under these Terms, the goods and/or services listed in your order. All orders must be accepted by us, or we will not be obligated to sell the goods and/or services to you. We may choose not to accept any orders in our sole discretion. After having received your order, we will send you a confirmation email with your order number and details of the goods and/or services you have ordered. Acceptance of your order will not take place unless and until we have received your payment.
  - b. **CONFIRMATION EMAILS ARE AUTOMATICALLY GENERATED, AND YOU SHOULD RECEIVE AN EMAIL CONFIRMATION IMMEDIATELY UPON PAYMENT. BECAUSE ORDER CONFIRMATION OCCURS IMMEDIATELY, WE DO NOT ALLOW CANCELLATION OF ANY ORDERS ONCE PAYMENT HAS BEEN MADE. THEREFORE, IF YOU ARE NOT SURE YOU WANT TO PURCHASE SERVICES FROM THE SITE, DO NOT PLACE AN ORDER.**
  - c. We understand that sometimes people make mistakes. Therefore, we may choose in our sole discretion to review requests for cancellation of orders that were mistakenly placed. However, requests for cancellation must be made within 24 hours of placement, or we will refuse the request. If you mistakenly placed an order and would like to request a cancellation, please send an email with your Order Number to support@flourishagenda.com.
  - d. If you would like to ask questions about any of the Services before deciding to purchase, you may contact support@flourishagenda.com.
2. Pricing and Payment Terms.
  - a. All rates and prices posted on the Service are subject to change without notice. The price charged will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total and will be itemized in your order confirmation email. We are not responsible for pricing, typographical, or other errors in any offer or order confirmation by us, and we reserve the right to cancel any orders arising from such errors.
  - b. Terms of payment are within our sole discretion, and payment must be received by us before our acceptance of an order.
  - c. Payment for Services may be made using major credit and debit cards, including Visa and MasterCard. We make no warranty, and to the fullest extent provided by law, accept no liability for any loss or damages whatsoever, relating to, or in connection with, your placement of an order with a third-party payment processor. You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.
3. Access to course content, paid areas of the Service
  - a. Some services that you purchase from us may include educational course content, interactive services, and/or access to paid areas of the Service. Your permission to access such course content or paid areas of the service shall terminate on the earlier of: (i) six months from the date of account activation; or (ii) the time period posted on the Service, as applicable to your purchase.
4. Taxes
  - a. You shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by You hereunder.
5. Your Obligations
  - a. You shall: (i) cooperate with us in all matters relating to any goods and/or services ordered, and shall provide such information, access to your premises, and such office accommodation and other

facilities as we may reasonably be requested for the purposes of performing the Services; (ii) respond promptly to any of our requests to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for us to perform services in accordance with the requirements of these Terms; (iii) provide such materials or information as we may reasonably request and that you consider reasonably necessary to carry out the services in a timely manner and ensure that such materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the services before the date on which provision of the services is to start.

6. Acts or Omissions by You

- a. If performance of our obligations under these Terms is prevented or delayed by any act or omission of You or your agents, subcontractors, consultants, or employees, we shall not be deemed in breach of our obligations under these Terms or otherwise liable for any costs, charges, or losses sustained or incurred by You, in each case, to the extent arising directly or indirectly from such prevention or delay.

7. Delivery; Shipment; Risk of Loss

- a. Where services are deliverable electronically, delivery will take place via email to the email address you provided when you ordered, or via the Services.
- b. If you order goods or services that require physical delivery, we will arrange for shipment. In such cases: (i) You will pay all shipping and handling charges specified during the ordering process; (ii) Title and risk of loss pass to you upon our transfer of the product(s) to the carrier; (iii) Shipping and delivery dates are estimates only and cannot be guaranteed; (iv) We are not liable for any delays in shipments.

8. Order changes; Refunds and Returns

- a. Unless otherwise specified by us in a separate written agreement, all sales are final, non-refundable, and non-returnable, and orders may not be changed. We provide no refunds for, makes no warranty for, and to the fullest extent provided by law, accept no liability regarding purchases you make on or through any Service.

Additional terms and conditions may also apply to specific portions, services, or features of the Service. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

## Linking to the Service and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Service may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Service.
- Send emails or other communications with certain content, or links to certain content, on the Service.
- Cause limited portions of content on the Service to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Service or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Service other than the homepage.
- Otherwise take any action with respect to the materials on the Service that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

### Links from the Service

If the Service contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Service, you do so entirely at your own risk and subject to the terms, conditions, and privacy policies applicable to use of such Services.

### Geographic Restrictions

The owner of the Service is based in the State of California in the United States. Access to the Service may not be legal by certain persons or in certain countries. If you access the Service from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

### Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Service will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SERVICE LINKED TO IT.

YOUR USE OF THE SERVICE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE IS AT YOUR OWN RISK. THE SERVICE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SERVICE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE, OR THE SERVERS OR SERVICES THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### Limitation on Liability

OUR LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND UNDER NO CIRCUMSTANCE WILL WE BE LIABLE TO YOU FOR ANY LOST PROFITS, REVENUES,

INFORMATION, OR DATA, OR CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES WILL NOT EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS.

### Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Service, including, but not limited to, your User Contributions, any use of the Service's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Service.

### Governing Law and Jurisdiction

All matters relating to the Service and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Service shall be instituted exclusively in the federal courts of the United States or the courts of the State of California, in each case located in the City of Oakland and County of Alameda. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SERVICE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### Entire Agreement

These Terms of Use, our Privacy Policy, and any other agreement you may have entered into with us that incorporates these Terms of Use by reference, constitute the sole and entire agreement between you and Flourish Agenda regarding the Service and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Service.

### Your Comments and Concerns

This Service is operated by Flourish Agenda, Inc., a California 501(c)(3) Nonprofit Corporation.

All notices of copyright infringement claims should be sent to the copyright agent designated above, in the manner and by the means set out therein.

All other feedback, comments, requests for technical support, and other communications relating to the Service should be directed to: [support@flourishagenda.com](mailto:support@flourishagenda.com).