

## PAUSE FOR INSPIRATION

### TERMS OF USE

#### I. Introduction

The website located at [www.pauseforinspiration.org](http://www.pauseforinspiration.org), [www.pauseforyourhelpfulself.org](http://www.pauseforyourhelpfulself.org) and [www.pauseforlove.org](http://www.pauseforlove.org) (the “Websites”) and the mobile application called “Pause for Inspiration” (the “App” or “Pause App”) and, together with the websites, the “Site”) and the materials, products, cards and information offered through the Site (the “Services”) are copyrighted works belonging to Pause for Inspiration (“Pause,” “us,” “our,” and “we”). Certain features of the Site or Services may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features, including without limitation, the privacy policy located at [Pause Privacy Policy](#). All such additional terms, guidelines, and rules are incorporated by reference into these Terms of Use. In the event of a conflict between the additional terms and any provision in these Terms of Use, the additional terms will prevail, but only with respect to the Products to which the additional terms apply.

These terms of use (“Terms of Use”) set forth the legally binding terms and conditions that govern your use of the Site and Services. By accessing or using the Site or Services, you are accepting these Terms of Use (on behalf of yourself and/or your child), and you represent and warrant that you have the right, authority, and capacity to enter into these Terms of Use (on behalf of yourself and/or your child for which you are legal guardian). You may not access or use the Site or Services or accept the Terms of Use without the consent of your legal guardian if you are not at least 13 years old. If you do not agree with all of the provisions of these Terms of Use, do not access and/or use the Site or Products.

Capitalized terms used in these Terms of Use shall have the meanings defined in the text of these Terms of Use or if not defined therein, as defined in **Section II** below.

Subject to the provisions of these Terms of Use:

A. *Changes to these Terms of Use.* We reserve the right to amend these Terms of Use from time to time. Any amendments shall be effective when posted by us on the Site or otherwise made available to you. Your access to and use of the Site after we have modified these Terms of Use shall signify your acceptance of the amended terms. It remains your responsibility to review these Terms of Use regularly to ensure that you are updated as to any changes.

B. *Your Consent and Agreement to these Terms of Use.* Please read these Terms of Use carefully. These Terms of Use set forth legally binding terms and conditions. Once you (on behalf of yourself or your child) access the Site and click the digital acknowledgment that you accept and agree to these Terms of Use, you’re telling us: (i) you have the right, authority, and capacity to agree to these Terms of Use and perform their obligations; (ii) you’ve read the Terms of Use and you agree to be bound by them; and (iii) you understand these Terms of Use set out binding legal obligations for you. Contingent on these Terms of Use, we will grant you the rights described herein. Note that any future release, update, or addition to the Site will also be subject to these (or the then-current) Terms of Use.

## **II. Definitions**

“You” or “your” refer to you, as in the person who is being presented these Terms of Use for your, either individually or on behalf of your child, review and acceptance.

“We”, “us”, “our”, and “Pause” refer to WNYHOO-NOW, Inc., d/b/a Pause for Inspiration, the owner and operator of the Websites, Pause App, and Services provided by Pause.

“Cookies” refer to small files, containing text or a string of characters, which identify the user of a website and are sent by the website to the user’s device for recordkeeping purposes.

“User(s)” refers to anyone who visits, views, browses and/or otherwise uses the Site without registering an account and creating a profile.

“Personal Information” refers to the information collected from you via the Pause App. This information may include: your name and email address. This information does not include: your Social Security Number; Individual Taxpayer Identification Number; driver’s license number or state-issued identification card number; or financial or credit account numbers, including credit card or debit card numbers.

“Services” refers to the Websites, Pause App, and the information, Materials, Products, Cards and services provided on or through the Websites and Pause App.

“Materials” means everything downloadable in electronic form on the Site which includes, without limitation, audio, visual and typed or written materials.

“Products” means physical product not in electronic form which Pause makes available for mailing or shipment in accordance with the other terms and conditions of the Site. Products include, without limitation, physical copies of apparel, books, tote bags, tapes, cards, compact discs and digital versatile discs.

“Cards” means the product-sized cards which may be available by Pause and shall be subject to certain different or additional conditions from those which apply to Products.

“Technology” refers to the Site, and its entire contents, features and functionality (including but not limited to, all information, software, hardware, databases, data, underlying information, text, displays, user interfaces, images, video and audio, and the design, selection and arrangement thereof).

## **III. Downloading Our App**

*App Store.* When you download our App from Apple Store, Google Play or other app store or app distribution platform (an "App Store"), you acknowledge and agree that:

- A. These Terms of Use are concluded between us, and not with the App Store, and that we (not the App Store), are solely responsible for our App.
- B. The App Store has no obligation to furnish any maintenance and support services with respect to our App or handle any warranty claims.
- C. The App Store is not responsible for addressing any claims you have relating to our App, including product liability claims, consumer protection claims, intellectual property infringement claims, or any claim that our App fails to conform to any applicable legal or regulatory requirement.

- D. The App Store is a third party beneficiary of these Terms of Use and has the right to enforce these Terms of Use against you (as it relates to your license of our App through their App Store). You must also comply with the App Store's terms of service when using our App.

#### **IV. Use of the Services**

Pause offers Users the ability to search the Websites and App, view the information and access certain Materials without requiring registration via the Websites.

A. *Registration.* By downloading the App you agree that all information you submit to us, if any, is accurate and truthful. You agree not to use the App if you have been previously removed by us or banned from any of the Services. During the registration process, you may be required to provide your name and email address. Assuming that the information you provide is consistent with these Terms of Use, we then grant you a revocable, non-exclusive license to access and use the App and Services. Furthermore, with respect to any App accessed through or downloaded from the App Store, you agree to comply with all applicable third party terms of the App Store (i.e., Apple App Store's "Usage Rules") (the "Usage Rules") when using the App. To the extent the terms of these Terms of Use provide for usage rules that are less restrictive than or otherwise in conflict with the Usage Rules, the more restrictive term applies. By providing your Personal Information, if any, to Pause, you agree that:

- You have read and understand, and agree to comply with and be bound by these Terms of Use and Privacy Policy;
- Any Personal Information submitted by you is accurate, and that any such information that you submit to us will be updated to remain truthful, complete and accurate;
- Pause may, but is not obligated to, verify your information, as necessary;
- Your access to and use of the App does not and shall not violate any applicable laws of your local jurisdiction, and that you will comply with applicable laws, including those concerning data privacy and protection, intellectual property, and regulatory compliance;
- You will use the Services in a respectful manner;
- If applicable, that you are the legal guardian of the child under the age of 13 using the App; and
- Pause can contact you regarding your Account; your experience with our Site or Services; or for any reason related to your use of the Site and Services.

B. *Equipment.* You are responsible for obtaining access to the Site and Services and for having all the equipment necessary to do so, even if that means you incur fees from a third party (such as an Internet Service Provider), including telephone, equipment, airtime, or Internet Service Provider charges.

#### **V. Use of the Products**

Pause shall not be liable for failure or delay in its performance to supply any Products, Materials or services, to the extent caused by an event beyond its reasonable control. If Pause is unable to supply the total requirements of its customers, Pause may allocate its available supply among its customers in a manner determined by Pause to be fair and equitable, in its sole discretion. Products are generally only available for sale. Quantities of Products are generally limited to one per purchaser.

Individuals and organizations wishing to qualify as an Inspiration Station and receive additional quantities, should contact Pause directly.

Availability of Products is strictly based on available inventory from time to time and availability can change without notice. Cards may be made available to all interested parties, whether or not qualifying as an Inspiration Station, on a case-by-case basis and you should contact Pause to discuss your needs and the possibility of receiving additional Cards. Small quantities of Cards may, in the sole discretion of Pause, be available for free. Pause is a not-for-profit corporation and its ability to provide Products, Materials or Services is subject to support by its benefactors. Materials are generally available without cost for download on the Site. Pause is not obligated to provide any support with respect to its Products, Materials and Services and may make changes to its Products, Materials and Services without notice or duty to provide updated versions of Products, Materials or Services.

Permission to use, copy and distribute Materials and Products provided by Pause is hereby granted for private, non-commercial and educational purposes only, and not for resale, directly or indirectly, or sales or use for money or compensation. Pause's Materials and Products, whether or not in printed or electronic form, are copyright protected and any copying of such items must bear the Pause copyright.

## **VI. Intellectual Property and Proprietary Rights**

### *A. Technology.*

The Technology and Services and all content provided in connection therewith are owned by Pause, or licensed by Pause from third parties, and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

Pause hereby grants you a personal, non-exclusive, non-transferable, limited license to access and use the Technology and Services, and the software embodied in the Technology solely as provided to you by Pause and solely in connection with and solely during the term of your use of the Site and Services; provided that certain portions of the Site may be restricted to those persons who have been assigned passwords by Pause or its designees. Such license and these Terms of Use permit you to use the Site for your use only. 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 Site, 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 or download pages of the Site for your own personal, non-commercial use and/or for educational purposes.
- 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, or for your educational purposes, provided you agree to be bound by our end user license agreement for such applications.

- To the extent we link to social media networks in connection with the Websites, e.g., Facebook, Google +, Pinterest, Twitter, LinkedIn, Instagram and other social media networks, you may take such actions as are enabled by such features.

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 the Site or any content, services or features available through the Site for any use or purpose other than in accordance with these Terms of Use and applicable instructions provided on the Site.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Site in breach of these Terms of Use, your right to use the Site will cease 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 Site or any content on the Site is transferred to you, and all rights not expressly granted are reserved by Pause. Any use of the Site not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

#### *B. Trademarks*

The Pause name, and all related names, trademarks, service marks, logos, product and trade names, designs and slogans are trademarks of Pause or its affiliates. In addition, the names of other companies and products mentioned on the Site and/or third party trade names and logos displayed on the Site may be the trademarks of their respective owners. Nothing contained on the Site or in these Terms of Use should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Pause trademark or third party trademarks displayed on the Site without the written permission of Pause or such third party that may own or holds the right, title and interest in other trademarks displayed on the Site

*C. Copyright Policy.* Pause respects the copyrights of third parties. You may not use the Site to post, modify, distribute, or reproduce any copyrighted works without authorization or to otherwise infringe the copyrights of a third party. It is our policy to terminate the Accounts of users who repeatedly infringe the copyrights of others upon receipt of proper notification by the copyright owner or its legal agent. If you believe that your copyrighted work has been posted or used on the Site in a manner that constitutes copyright infringement, please provide Our Copyright Agent (defined below) with written notice containing the following information: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest that is allegedly infringed; (ii) identification of the copyrighted work (or in the case of multiple works, a representative list of such works) claimed to have been infringed; (iii) identification of the material that is claimed to be infringing, and the location of that material; (iv) your address, telephone number, and email address; (v) a statement by you 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 by you, made under penalty of perjury, that the

information in the notification is accurate, and that you are authorized to act on behalf of the owner of the copyright interest that allegedly is infringed. Our "Copyright Agent" for notice of claims of copyright infringement may be reached by mail at: [info@pauseforinspiration.org](mailto:info@pauseforinspiration.org).

D. *Feedback*. You agree that submission of any ideas, suggestions, and/or proposals to us ("Feedback") is at your own risk and that Pause has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Pause a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner it deems appropriate, any and all Feedback, and to sublicense the foregoing rights. Pause will treat any Feedback you provide to Pause as non-confidential and non-proprietary. You agree that you will not submit to Pause any information or ideas that you consider to be confidential or proprietary.

## **VII. User Consent**

A. *User Submissions*. Pause does not exert editorial control over materials that are posted by third parties onto the Site, or materials that are directed by third parties to any other persons. Pause is not responsible for any material posted by any third party and Pause specifically disclaims any and all liability for any claims or damages which result from any postings by third parties. Acceptance of an advertisement does not imply endorsement of the advertiser's product(s) by Pause. Links established from this site do not imply endorsement of the Site's products or Services by Pause. Pause is not responsible for the contents of any third party posts or comments or any viruses, content, or disputes resulting from your access of such third party posts or comments.

B. *Acceptable Use Policy*. The following terms constitute our "Acceptable Use Policy": You agree not to: (1) upload, transmit, or distribute to or through the Site or Services any computer viruses, worms, or any software intended to damage or alter a computer system or data; (2) send through the Site or Services unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (3) use the Site or Services to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (4) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site or Services, or violate the regulations, policies or procedures of such networks; (5) attempt to gain unauthorized access to the Site or Services (or to other computer systems or networks connected to or used together with the Site or Services), whether through password mining or any other means; (6) harass or interfere with any other user's use and enjoyment of the Site or Services; (7) use software or automated agents or scripts to produce multiple accounts on the Site or Services, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Site or Services (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Site or Services for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file); (8) use reverse looking-up, tracing or seeking to trace any information on any other user

of or visitor to the Site or any other consumer of Pause, including any Account or Profile not owned by you, to its source, or exploit the Site or information made available or offered by or through the Site, in any manner in which the purpose is to reveal or misuse any information, including but not limited, to Personal Information, other than your own information, as provided by the Site; (9) license, sublicense, sell, rent, convey, pledge as security, lend, loan, lease, transfer, assign, reproduce, or distribute to a third party the Site or Services, or your rights to either, or otherwise encumber the rights and licenses granted hereunder; (10) copy, republish, download, display, post, save, disclose, modify, store, co-brand, alter, or transmit in any form or by any means any part of the Site or Services, and all information and materials provided in connection therewith, or create compilations or derivative works of the Site or Services or any part thereof; (11) disassemble, decompile, reverse-compile, translate, adapt, reverse-engineer, or otherwise attempt to derive any part of the Site or Services or its method of operation; (12) use the Site or Services to impersonate or attempt to impersonate Pause, a Pause employee, another user, and educational institution and/or campus ministry, or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing); or (13) use the Site or Services 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, including the U.S. Foreign Corrupt Trade Practices Act, and the U.S. Export Administration Act),

C. *Enforcement.* We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms of Use or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account, and/or reporting you to law enforcement authorities.

#### **VIII. Third Party Links & Ads; Other Users**

A. *Third-Party Links & Ads.* The Site or Services may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, “Third-Party Links & Ads”). Such Third-Party Links & Ads are not under the control of Pause, and Pause is not responsible for any Third-Party Links & Ads. Pause provides access to these Third-Party Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party’s terms and policies apply, including the third party’s privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads.

B. *Release.* You hereby release and forever discharge Pause (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site or Services (including any interactions with, or act or omission of, other users of the Site or Services or any Third-Party Links & Ads). If you are a

California resident, you hereby waive California civil code Section 1542 in connection with the foregoing, which states: “a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

**IX. Use Outside the Borders of the United States**

Although Pause intends its users to be located within the United States of America, our Site can be accessed worldwide and may contain references to information that extend beyond the United States’ territorial boundaries. We make no representation that materials on the Site are appropriate or available for use in locations outside the United States. While your Personal Information will be processed in conformance with our Privacy Policy and these Terms of Use, our processing and handling of your Personal Information may occur in countries with different laws regarding your privacy. By using the Site and Services and providing any Personal Information, you consent to the transfer of electronic data and personal information from your country to a country that may have different privacy laws.

Using our Site and Services in other locations other than the United States may not be appropriate given foreign laws and regulations. If you use our Site or Services outside of the United States, you are responsible for complying with those foreign laws and regulations. We reserve the rights to limit the availability of the Site and Services to any person, geographic area, or jurisdiction we so desire at any time in our sole discretion.

**X. Interruption of Our Services**

We are constantly trying to improve the quality of the Pause experience. To that end, we reserve the right to interrupt, modify, suspend, discontinue, or add to our Site and Services without notice. We hope, of course, that these interruptions are minimal, but, by consenting to these Terms of Use, you agree that Pause won’t be liable to you or to any third party for the interruption, modification, suspension, discontinuance, or addition to our Site or Services.

**XI. Reliance on Information Posted.**

The information presented on or through the Site is made available solely for general information and educational 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. Information is not intended as professional advice for individual conditions or treatment, nor does it replace the need for services provided by professionals. Pause and its members, sponsors, officers, directors and agents do not assume any responsibility or risk for the use of any information provided by Pause. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

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## **XII. Termination or Deletion of Account.**

A. *Termination by Us.* We reserve the right to terminate your use of the Site at any time and for any reason or no reason, with or without prior notice to you, including if you violate any provision of these Terms of Use (including, in our sole discretion, the excessive contacting by, email, messages, posts or other means of Users, or use the Site in a manner for which it is not intended to be used. These Terms of Use will survive and remain in effect even after such termination. Furthermore, Pause also reserves the right, in its sole discretion, to remove your profile and/or any content posted by or about you from the Site, and/or to terminate your Account, for any reason or no reason, with or without notice. If we terminate your Profile, we have no obligation to notify you of the reason, if any, for such termination.

B. *Termination by You.* You may delete the App at any time, for any reason, by following the instructions on the Site or Services or uninstalling the Pause App. Following deletion of your account, we may, however, retain an archived copy of your Personal Information for our records and internal business purposes, but will not publicly display or otherwise provide your Personal Information uploaded to your Account to third parties.

**XIII. DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS OF USE, USE OF OUR SITE, PRODUCTS, MATERIALS AND SERVICES IS AT YOUR OWN RISK, AND IT IS OFFERED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, PERSONAL INJURY, OR PROPERTY DAMAGE THAT RESULTS FROM THE USE OF THE SITE AND SERVICES AND/OR DOWNLOADING OF MATERIAL THROUGH OUR SITE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PAUSE DISCLAIMS AND MAKES NO, AND YOU DISCLAIM ANY RELIANCE ON, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR REPRESENTATIONS, FOR A PARTICULAR PURPOSE, MERCHANTABILITY, ACCURACY, TITLE, QUIET ENJOYMENT, AND NON-INFRINGEMENT.

PAUSE AND OUR SUPPLIERS OR PROVIDERS DO NOT WARRANT THAT THE SITE WILL MEET YOUR REQUIREMENTS, EXPECTATIONS, OR NEEDS, OR OPERATE UNINTERRUPTED, TIMELY, SECURELY, OR WITHOUT ERROR. WE MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE QUALITY OF ANY CONTENT, PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITE WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, SAFE, OR FREE OF MALWARE OR OTHER HARMFUL CODE, OR THAT ANY ERRORS OR DEFECTS IN THE SITE OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OUR EMPLOYEES, PROVIDERS, OR AGENTS WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW WARRANTIES IN ADDITION TO, THE WARRANTIES EXPRESSLY SET FORTH IN THESE TERMS OF USE.

**XIV. LIMITATION ON LIABILITY.** UNDER NO CIRCUMSTANCES SHALL PAUSE, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, MATERIALS, YOUR USE, OR INABILITY TO USE, THE SITE, ANY WEBSITES LINKED TO IT, ANY

CONTENT ON THE SITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR SUCH OTHER WEBSITES, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF PAUSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PAUSE IS NOT LIABLE TO YOU OR TO THIRD PARTIES FOR ANY DAMAGE, HARM, INJURY OR CLAIM THAT ARISES FROM YOUR USE OF ANY PRODUCTS OR SERVICES ACQUIRED THROUGH OUR SITE. WE ARE NOT LIABLE FOR ANY FAILURE OF THE GOODS OR SERVICES OF PAUSE OR OF ANY THIRD PARTY. WE ARE NOT RESPONSIBLE IN ANY WAY FOR DAMAGES CAUSED BY THIRD PARTIES WHO MAY USE OUR SITE OR SERVICES.

IN THE EVENT OF ANY PROBLEM WITH THE SITE OR ANY CONTENT THEREIN, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE SITE. IN THE EVENT OF ANY PROBLEM WITH THE PRODUCTS OR SERVICES THAT YOU HAVE ACQUIRED, USED, OR ACCESSED ON OR THROUGH THE SITE, YOU AGREE THAT YOUR SOLE REMEDY, IF ANY, IS FROM THE MANUFACTURER OF SUCH PRODUCTS OR SUPPLIER OF SUCH SERVICES, IN ACCORDANCE WITH SUCH MANUFACTURER'S OR SUPPLIER'S WARRANTY. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. TO THE EXTENT THAT APPLICABLE LAW RESTRICTS THIS RELEASE OF LIABILITY, YOU AGREE THAT WE ARE ONLY LIABLE TO YOU FOR THE MINIMUM AMOUNT OF DAMAGES THAT THE LAW RESTRICTS OUR LIABILITY TO (IF SUCH A MINIMUM EXISTS).

- XV. Indemnity.** You agree to indemnify, defend, and hold harmless, to the fullest extent allowed by law, Pause and its owners, parent corporation, shareholders, officers, contractors, assigns, licensees, successors in interest, directors, employees, agents, operators, affiliates, and licensors in regards to any and all claims, allegations, demands, damages, obligations, losses, liabilities, costs, debts, disbursements, and expenses – including settlement amounts and attorneys' fees – arising out of or resulting from your use of the Site, the Personal Information and User Content you place or post on or to the Site and any claimed damage it may have caused to a third party; your violation of these Terms of Use; your breach of any representations, warranties, or covenants set forth herein; your violation of any rights of a third party, including privacy rights and, without limitation, any trademark, copyright, patent, trade secret, or other intellectual property or proprietary rights; or your violation of any Applicable Laws or regulations. You further agree not to settle any such matter without our prior written consent. We reserve the right, at your expense, to assume the exclusive defense and control in any matter in which you are required to indemnify us, and we may require you to pay for any attorney of our choice to defend us. You also agree to cooperate with our defense of these claims.

In all instances, we retain the right to participate, at our own expense, in the defense of any such matters. We will make reasonable efforts to notify you of any such indemnified matter

upon becoming aware of it. We may elect to settle any indemnified matter and you will be liable for those damages as if we had proceeded to trial. These provisions survive the cancellation, expiration, suspension, or termination of your access to and use of our Site or Services.

**XVI. Miscellaneous**

- A. *Governing Law.* The Site is hosted and operated in the United States of America. These Terms of Use, Privacy Policy and the relationship between you and us relating to your access to and use of the Site shall be governed by and interpreted for all purposes in accordance with the laws of the State of Missouri, USA, without regard to any conflict of laws principles that would require the application of the laws of a different jurisdiction.
- B. *Jurisdiction and Venue.* Any dispute, action or proceeding arising out of or related to these Terms of Use, your access to or use of the Site or Services, or information made available to you through the Site shall be commenced in the state courts of located in St. Louis County, Missouri or, if proper and exclusive subject matter jurisdiction exists, the U.S. District Court of the Eastern District of Missouri. You hereby consent to the exclusive personal jurisdiction and venue of such courts and waive any objections thereto, including without limitation any objection based on forum non conveniens; provided, however, the foregoing shall not prevent us from seeking temporary or permanent injunctive or other equitable relief against you or compelling your indemnification obligations in any court of competent jurisdiction.
- C. *Assignments.* You may not assign these Terms of Use or assign or delegate any right or duty under these Terms of Use, in whole or in part, without our prior written consent. Any attempted assignment or delegation shall be null and void from the beginning and without effect. We may assign these Terms of Use or any right or duty under these Terms of Use, with or without notice to you, including to any affiliate or successor in interest. Subject to the foregoing, these Terms of Use shall be binding on and inure to the benefit of you and us, and each of our respective heirs, administrators, successors and permitted assigns.
- D. *Third Party Beneficiaries.* Nothing contained in these Terms of Use, express or implied, is intended or shall be construed to give any third party any rights or remedies under or by reason of these Terms of Use. Notwithstanding the foregoing, the disclaimers and limitations on liability under these Terms of Use shall extend to Pause, its directors, officers, employees, agents, affiliates, and suppliers. All references to Pause in connection therewith shall be deemed to include such persons and entities as third party beneficiaries entitled to accept all benefits afforded thereby.
- E. *Amendment; Waiver.* Any amendment by you or waiver by us of these Terms of Use must be in writing and signed by a duly authorized representative of Pause. No provision shall be waived by any act, omission or knowledge of a party. Any waiver on one occasion shall not constitute a waiver of any other or subsequent duty or breach.

- F. *Severability.* If any provision of these Terms of Use is determined to be invalid or unenforceable under applicable law, the provision shall be amended by a court of competent jurisdiction to accomplish the objectives of such provision to the greatest extent possible under applicable law, or severed from these Terms of Use if such amendment is not possible, and the remaining provisions of these Terms of Use shall continue in full force and effect.
- G. *Construction.* The captions in these Terms of Service are for reference purposes only and shall not affect the meaning or interpretation of these Terms of Use. The term “including” as used herein means “including without limitation.” The terms “hereunder,” “herein,” “hereof” and similar variations mean these Terms of Service as a whole, and not any particular section.
- H. *Entire Agreement.* These Terms of Use, including the Privacy Policy, and additional terms referenced herein, set forth the entire agreement of the parties with regard to the subject matter hereof, and supersede all prior and contemporaneous negotiations and agreements, written or oral.
- I. *Data Breach.* While Pause employs security measures to maintain data security, data breaches can occasionally happen, even to the most secure of systems. In the event of such a situation, Pause will, in compliance with any applicable federal and state data breach laws, endeavor to timely notify all users whose Personal Information Pause knows or has irrefutable reason to believe was accessed by an unauthorized person.
- J. *Force Majeure.* You agree that we are not responsible to you for anything that Pause may otherwise be responsible for if it is the result of events beyond our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, failure or shortage of infrastructure, or shortage of materials.
- K. *Non-Waiver.* We reserve all rights permitted to us under these Terms of Use as well as under any applicable law. Our non-enforcement of any particular provision or provisions of this Terms of Use or of any applicable law shall not be construed as a waiver of our right to enforce that same provision or provisions under the same or different circumstances at any time in the future.
- L. *Notice Regarding Amendments to the Terms of Use.* To best keep you informed regarding any amendments, changes, or revisions to the Terms of Use, we may provide you with notices through email, postings on the Site, or other notification methods. Your continued use of the Pause Site after the publication of such amendments constitutes your acceptance of our amended Terms of Use.
- M. *Contact Us.* If you have any questions or concerns about these Terms of Use, please contact us by sending an email to [info@pauseforinspiration.org](mailto:info@pauseforinspiration.org).

These Terms of Use were updated on November 5, 2020.

