



## **TERMS AND CONDITIONS**

Last updated: April 11, 2023

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the [www.myfave5.org](http://www.myfave5.org) or [app.myfave5.org](http://app.myfave5.org) website (collectively the "Site") and the MY FAVE 5 App<sup>®</sup> mobile application (the "App") (together, or individually, the "Service") operated by MY FAVE 5 (us", "we", or "our"). By using any part of our Services, donating on or through the Site/App, subscribing to or using any Services, or responding to any survey, question, and/or other inquiry from My FAVE 5 you ("you" or "User") agree to the terms and conditions contained in these Terms. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU SHOULD NOT USE THE SITE/APP, ANY USAGE OF THE SITE/APP, SERVICES, SUBSCRIPTIONS, CONSTITUTES YOUR ACCEPTANCE TO THESE TERMS.

### **DESCRIPTION OF SERVICES**

MY FAVE 5 provides a platform via its Site/App to help individuals build their personalized network of support to call and discuss day to day challenges, or in a time of need. Each person's network is unique and consists of 1 to 5 individuals who they trust and feel comfortable talking with about day-to-day challenges. MY FAVE 5 is a mental wellness tool which helps individuals identify, connect and build relationships with trusted individuals who are already in their life.

### **ACCOUNT/ACCOUNT SECURITY**

When you create an account with us, you guarantee that you are above the age of 13, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service. You may not use as a username the name of another person or entity or that is not lawfully available for use. You may not use as a username any name that is offensive, vulgar or obscene. We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms. If you wish to terminate your account, you may simply discontinue using the Service.

You are responsible for maintaining the confidentiality of the username and password you designate when creating an account, and you are solely responsible for all activities that occur under your account. You agree to immediately notify MY FAVE 5 of any disclosure or unauthorized use of your username or password or any other breach of security and ensure that you log out from your account at the end of each session. MY FAVE 5 reserves the right to terminate and User account in the event MY FAVE 5 in its sole discretion determines an account security has been breached at the fault of the User.

### **PROPRIETARY RIGHTS**

MY FAVE 5 owns and retains all proprietary rights in the App and Site and all content, trademarks, trade names, services marks and other intellectual property rights related thereto. The Site and App may contain the copyrighted material, trademarks and other proprietary information of MY FAVE 5 and its licensors. You agree not to copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, trademarks, trade names, service marks, or other intellectual property

or proprietary information accessible on the Site, the App or through the Service, without first obtaining the prior written consent of MY FAVE 5, if MY FAVE 5 does not own such property, then from the owner of such intellectual property or proprietary rights. You agree not to remove, obscure, or otherwise alter any proprietary notices appearing on any content, including copyright, trademark, and other intellectual property notices. Failure to comply with this section may subject you to legal action, in addition to the termination of your User account.

### **LINKS TO OTHER WEB SITES**

The Service or third parties may provide, advertisement and promotions offered by third parties and links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external websites or resources and does not endorse and is not responsible or liable for any content, information, statements, advertising, goods or service, or other material on or available from such websites or resources. Your correspondence or business dealings with or participation in promotions of third parties found on or through the Service, and any other terms and conditions, warranties, or representations associated with such dealings are solely between you and such third party. You further acknowledge and agree that we shall not be responsible or liable directly or indirectly for any damage, of loss caused or alleged to be caused by or in connection with use of or reliance upon any such content, information, statements, advertising, goods or service or other materials available on or through any such website or resource.

### **MODIFICATIONS TO SERVICE**

MY FAVE 5 reserves the right at any time to modify or discontinue, temporarily or permanently, the Services with or without notice. You agree that MY FAVE 5 shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. To protect the integrity of the Service, we reserve the right at any time in its sole discretion to block Users from accessing the Service.

### **LIMITATION OF LIABILITY**

MY FAVE 5 SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MY FAVE 5 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL, INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

MY FAVE 5 SHALL NOT BE LIABLE FOR (i) ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF YOUR USE OR RELIANCE ON THE SERVICE OR YOUR INABILITY TO ACCESS OR USE THE SERVICE; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY OTHER USER OR ANY THIRD PARTY. MY FAVE 5 SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND MY FAVE 5'S REASONABLE CONTROL. IN NO EVENT, SHALL MY FAVE 5'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICE FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION EXCEED FIFTY U.S. DOLLARS (US\$50.00)

THE LIMITATIONS AND DISCLAIMER ABOVE DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

NEITHER YOU NOR WE WILL PARTICIPATE IN A CLASS ACTION OR CLASS-WIDE ARBITRATION FOR ANY CLAIMS COVERED BY THESE TERMS. BY USING THE SITE OR APP, YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. YOU ALSO AGREE NOT TO PARTICIPATE IN CLAIMS BROUGHT IN A PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE CAPACITY, OR CONSOLIDATED CLAIMS INVOLVING ANOTHER PERSON'S ACCOUNT, IF WE ARE A PARTY TO THE PROCEEDING.

### **DISCLAIMERS**

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." MY FAVE 5 EXPRESSLY DISCLAIMS ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PURPOSE, OR NON-INFRINGEMENT. MY FAVE 5 MAKES NO WARRANTY THAT THE SERVICE: (A) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE; OR (D) RESULT IN ANY REVENUE, PROFITS OR COST REDUCTION. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATION. MY FAVE 5 IS NOT RESPONSIBLE FOR ANY DELAY, DELIVERY, FAILURE OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, SITE OR APP AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE.

### **INDEMNITY**

You agree to indemnify and hold harmless MY FAVE 5, and its officers, agents, partners, and employees from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your breach of or failure to comply with these Terms (including any breach of your representations and warranties contained herein), anything you post on the Site or App, or as a result of the Service, and the violation of any law or regulation by you. MY FAVE 5 reserves the right to assume the exclusive defense, at your cost, and control of any matter otherwise subject to indemnification by, in which event you will fully cooperate with the MY FAVE 5 in connection therewith.

### **ENTIRE AGREEMENT**

These Terms along with the Privacy Policy and any specific guidelines or rules that are separately posted for particular services or offers, contains the whole agreement between you and MY FAVE 5 regarding the use of the App, Site or the Service. If any provision of these Terms is held invalid, the remainder of these Terms shall continue in full force and effect. The failure of MY FAVE 5 to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. You agree that your online account is non-transferable. No agency, partnership, joint venture or employment is created as a result of these Terms, and you may not make any representations or bind MY FAVE 5 in any manner.

## **MISCELLANEOUS**

These Terms are governed by the substantive laws of the State of Ohio, without respect to its conflict of laws principles. You agree to submit to the jurisdiction of the courts situated in the State of Ohio with respect to any dispute, disagreement, or cause of action related to or involving the Site and/or App. If any provision is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms which shall remain in full force and effect. No waiver of any of terms shall be deemed a further or continuing waiver of such term or any other term.

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

If you have any questions about these Terms, please contact us at [myfave5org@gmail.com](mailto:myfave5org@gmail.com).