

## The Overwatch Collective, 501(c)(3) Terms of Use

**Last Modified On:** April 25, 2023

### **Acceptance of the Terms of Use**

These Terms of Use (together with any documents referenced and incorporated herein, “**Terms of Use**”) form an agreement between you and The Overwatch Collective, a 501(c)(3) non-profit (“**TOC**”, “**we**,” or “**us**”) regarding your access to and use of our website, located at <https://Theoverwatchcollective.com/> (the “**Website**”), and our mobile application (the “**App**”) including any content, functionality, and services offered on or through the Website or App (collectively, the “**Services**”), whether you are a guest or have an account.

Please read these Terms of Use carefully before you start to use the Services. **By using or participating in the Services, you accept and agree to be bound and abide by these Terms of Use, our <[Privacy Policy](#)>, and our <[Cookie Policy](#)>, which are incorporated herein by reference.** If you do not want to agree to these Terms of Use, the <[Privacy Policy](#)>, or the <[Cookie Policy](#)>, you should not check the boxes provided on the account creation page(s) to express your affirmative consent to these Terms of Use, Privacy Policy, or Cookie Policy, and you must not access, use, or participate in the Services.

At this time, TOC does not offer Services to anyone under sixteen (16) years of age or otherwise legally defined as a minor. YOU AGREE THAT BY ACCESSING OR USING THE SERVICES YOU REPRESENT AND WARRANT THAT YOU: (A) ARE AT LEAST SIXTEEN (16) YEARS OLD; AND (B) ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH US. If you are under sixteen (16) years of age, you are not authorized to use the Services. If you are under the age of sixteen (16), please immediately stop using the App and our Website.

### **Changes to the Terms of Use**

We reserve the right to update these Terms of Use at our discretion and at any time. If we make material changes, we will attempt to let you know via email or other communication. When we update the Terms of Use, we will post the updated notice on the Website and in the App and update the notice’s effective date. All changes are effective immediately when we post them, and apply to all access to and use of the Website and App thereafter. Your continued use of the Services or participation in our Services following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time and each time you engage with our Services so that you are aware of any changes, as they are binding on you.

### **Accessing the Services & Account Security**

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

You are responsible for both:

- Making all arrangements necessary for you to have access to the Services.

- Ensuring that all persons who access the Services through your internet connection and devices are aware of these Terms of Use, the [<Privacy Policy>](#), and [<Cookie Policy>](#) and comply with them.

Use of the Services requires one or more compatible devices, Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Services involves hardware, software, and Internet access, your ability to access and use the Services may be affected by the performance of these factors. High speed internet access is recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility.

To access the Services or some of the resources it offers, you will be asked to set up an account, including a user name and password, and you may be required to provide certain information in order to set up that account (“**Account**”). Once you have created an Account you are a “**Subscriber**” to the Services. It is a condition of your use of the Services that all the information you provide on the Services is correct, current, and complete. You agree that all information you provide to register with the Services or otherwise, including, but not limited to, through the use of any interactive features on the Services, is governed by our [<Privacy Policy>](#), and you consent to all actions we take with respect to your information consistent with our [<Privacy Policy>](#).

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, which may be required for access to your Account, 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 Services or portions of the Services using your user name, password, other security information, or other Account information. You are not authorized to transfer your Account to any other person or entity.

You agree to notify us immediately of any unauthorized access to or use of your user name, password, or Account or any other breach of security. 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 Account, including your user name, 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, the [<Privacy Policy>](#), or [<Cookie Policy>](#).

### **Intellectual Property Rights**

The Services and all content, features, and functionality of the Services (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by TOC, 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 Services for your personal, non-commercial 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 Services, except as follows:

- Your computer or mobile device 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 or device for display enhancement purposes.
- You may download a single copy of the desktop, mobile, or other applications 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 Features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from the Services.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Services.

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

This permission terminates automatically if you violate these Terms of Use or our [<Privacy Policy>](#) or our [<Cookie Policy>](#). No right, title, or interest in or to the Services or any content on the Services is transferred to you, and all rights not expressly granted are reserved by TOC. Any use of the Services 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 names of THE OVERWATCH COLLECTIVE, TOC, THE TOC APP, and the respective company logos associated with the names, and all related names, logos, product and service names, designs, and slogans are trademarks of TOC and its respective affiliates or licensors. You must not use such marks without the prior written permission of TOC. All other names, logos, product and service names, designs, and slogans on the Services are the trademarks of their respective owners. Nothing in these Terms of Use gives you any right or license to any trademarks and/or trade names (whether registered or unregistered), signs, logos, icons, slogans, banners, screen shots, trade dress, links or other brand features of TOC, without the prior written consent of TOC, which consent may be withheld in TOC's sole discretion for any reason.

### **Prohibited Uses**

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

- For the purpose of exploiting, harming, or attempting to exploit or harm any person, including 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, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate TOC or any of its affiliates, an employee of TOC or any of its affiliates, another user, a healthcare provider, 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 Services, or which, as determined by us, may harm TOC or users of the Services, or expose them to liability.

Additionally, you agree not to:

- Use the Services in any manner that could disable, overburden, damage, or impair the Services or interfere with any other party’s use of the Services, including their ability to engage in real time activities through the Services.
- Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Services.
- Use any manual process to monitor or copy any of the material on the Services, 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 Services.
- 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 Services, the server on which the Services are stored, or any server, computer, or database connected to the Services.
- Attack the Services via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Services.

### **User Contributions**

The Services may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, audio group rooms, video group rooms, social reactions, recordings 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 Services.

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

Because the nature of the Interactive Services is to allow Users to share User Contributions with each other, any User Contribution you post to the site and all content in your User Contributions will be accessible to the public, will not be confidential or proprietary, and will not receive the same protections as information you submit to us through other means. You may use our in-app service to switch on “INCOGNITO MODE,” which will hide your personal profile information from other users when you use INCOGNITO MODE, but INCOGNITO MODE WILL NOT hide the User Contribution. By making a User Contribution, you consent to the information in that User Contribution being accessible to the public, and if you include personal information in the User Contribution, even in INCOGNITO MODE, you consent to it being posted and accessible to the public. By providing any User Contribution on the Services, 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/according to your account settings.

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 TOC, 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 Services.

### **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 Services or the public, or could create liability for TOC.
- Disclose your identity or other information about you to any third party who claims that material provided 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 Services.

- Take appropriate action, including without limitation, referral to law enforcement, healthcare providers, or other entities if your User Contributions indicate that you may be a harm to yourself or others.
- Terminate or suspend your access to all or part of the Services 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 Services. YOU WAIVE AND HOLD HARMLESS TOC 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 cannot and do not undertake to review material before it is posted on the Services, 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 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.

### **Recording Laws**

You are responsible for compliance with all recording laws. By using the Services, you are giving TOC consent to store recordings for any or all meetings or webinars that you join, if such recordings are stored in our systems. You will receive an indication (visual or otherwise) when recording is enabled. If you do not consent to being recorded, you can choose to leave the meeting or webinar.

### **Copyright**

All contents of Site and Services are: © 2023 The Overwatch Collective, a non-profit 501(c)(3). All rights reserved.

If you believe that any materials on the Services (“**Materials**”) violate your trademark rights, please contact us at [terms@theoverwatchcollective.com]. If you believe any materials accessible on the Services infringe your copyright, you may request removal of those materials (or access to them) from the Services by submitting written notification to our copyright agent using the contact information below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“**DMCA**”), the written notice (the “**DMCA Notice**”) must include the following information:

- 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 Services, 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, email 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.

DMCA Notices should be sent to our Copyright Agent at [terms@thegoodtalkapp.com]. If you fail to comply with the requirements of the DMCA, your DMCA Notice may not be effective. If you knowingly materially misrepresent that material or activity on the Services is infringing your copyright, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

It is our policy, in appropriate circumstances, to disable and/or terminate the accessibility to the Services of users who repeatedly violate the copyright terms of this Section, and we reserve the right to disable and/or terminate any accessibility to the Services for any reason at any time.

### **Reliance on Information Posted**

The information presented on or through the Services 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 Services, or by anyone who may be informed of any of its contents.

The Services may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, advertisers, 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 TOC, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of TOC. 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 Services**

We may update the content on the Services from time to time, but do not guarantee that all content is complete or up-to-date at any given time.

### **Information About You and Your Visits to the Services**

All information we collect on the Services is subject to our <[Privacy Policy](#)> and <[Cookie Policy](#)>. By using the Services, you consent to all actions taken by us with respect to your information in compliance with the <[Privacy Policy](#)> and <[Cookie Policy](#)>.

### **Linking to the Services**

You may link to the homepage of our Website, 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.

The Services may provide certain social media features that enable you to:

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

You may use these features solely as they are provided by us, 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 or application that is not owned by you.
- Cause the Services or portions of the Website or App 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 Services other than the homepage.
- Otherwise take any action with respect to the materials on the Services that is inconsistent with any other provision of these Terms of Use.

The website or application 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 Services**

If the Services contain 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 or applications linked to the Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites or applications.

#### **Geographic Restrictions**

The owner of the Services is based in the State of Mississippi in the United States. We make no claims that the Services or any of their content is accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services 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, THE APP, OR THE WEBSITE 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 WEBSITE AND APP FOR ANY 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 WEBSITE, THE APP, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR APP OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE OR APPLICATION LINKED TO IT.

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

TO THE FULLEST EXTENT PROVIDED BY LAW, TOC 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**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL TOC, ITS AFFILIATES, OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, THE APP, ANY WEBSITES OR APPLICATIONS LINKED TO IT, ANY CONTENT ON THE WEBSITE OR APP OR SUCH OTHER WEBSITES, APPLICATIONS, OR THE SERVICES INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE 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. FOR THE AVOIDANCE OF DOUBT, IN NO EVENT WILL TOC, ITS AFFILIATES, OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH ANY OF YOUR USER CONTRIBUTIONS, COMMENTS, DISCLOSURES, RECORDINGS, VIDEOS, OR OTHER MEDIA REVEALED THROUGH THE SERVICES, OR ANY 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, OR LOSS OF DATA RELATED THERETO.

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

#### **Indemnification**

You agree to defend, indemnify, and hold harmless TOC, 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 Services, any use of the Services' content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Services.

### **Arbitration Agreement, Applicable Law, Exclusive Jurisdiction, and Venue**

#### **ARBITRATION AGREEMENT.**

All actions, disputes, claims and controversies of any nature whatsoever arising under common law, statutory law or in equity of any type or nature whatsoever and that arise under or are in any way related to the following areas are subject to binding and final arbitration: (a) the Website, (b) the App, (c) Privacy Policy, (d) Cookie Policy, (d) Terms of Use, either directly or indirectly, and (f) any all other matters directly or indirectly related to these areas ("**Claims**") are subject to binding and final arbitration. Such arbitration proceeding shall be filed with and conducted by the American Arbitration Association ("**AAA**"), which can be located and contacted at: <http://www.adr.org>. This Arbitration Agreement does not allow for the filing of class action, mass action, or consolidated arbitration proceedings, and such arbitration proceedings are prohibited. This Arbitration Agreement applies mutually to you and TOC. You further agree that any Claims regarding the scope or interpretation of this Arbitration Agreement are delegated to Arbitration for decision by the applicable arbitrator.

#### **YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHTS TO A JURY TRIAL THROUGH THIS ARBITRATION AGREEMENT.**

Should any court proceeding nonetheless be filed, you and TOC have the right to enforce this Arbitration Agreement solely and exclusively in the state or federal courts in the State of Mississippi. You agree that any Arbitration Award or order rendered by the arbitrator may be confirmed as a judgment or order in the state or federal courts in the State of Mississippi, and shall be governed by and construed in accordance with the laws of the State of Mississippi, without giving effect to any choice or conflict of law provision or rule.

#### **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, AND/OR THE SERVICES 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 TOC 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 TOC 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**

The Terms of Use, <[Privacy Policy](#)>, and our <[Cookie Policy](#)> constitute the sole and entire agreement between you and TOC regarding the Services and supersede all prior and contemporaneous

understandings, agreements, representations, and warranties, both written and oral, regarding the Services.

**Your Comments and Concerns**

The Services are operated by The Overwatch Collective, a 501(c)(3) non-profit.

Any feedback, comments, requests for technical support, and other communications relating to the Services should be directed to: [theoverwatchcollective@yahoo.com](mailto:theoverwatchcollective@yahoo.com).