

RCV123

Terms and Conditions

Updated August 2022

This page contains the Terms and Conditions (the “Terms”) governing your use of RCV123.org and any related service, website, website frame, application, iPhone app, plug-in, component, extension, functionality, or program (collectively, the “RCV123 Service”). These Terms constitute a legally binding agreement (the “Agreement”) between User and RCV123, a Virginia Non-Stock Corporation. (“RCV123”, “us” or “we”). In the event of a conflict or inconsistency between the provisions of these Terms and those of a Service Agreement, the Service Agreement shall control.

Other than as governed by the section on Use by Children below, by registering with RCV123 Service, downloading the RCV123 Software and/or using the RCV123 Service, you agree to these Terms either for yourself or on behalf of your employer, community group, school, non-profit or another entity. If you are accepting and/or executing on behalf of your employer or another entity, you represent and warrant that you have the full legal authority to bind your employer or such entity to these Terms. If you do not have such legal authority, or you do not agree with the Terms, you must not accept these Terms and you may not use the RCV123 Service.

By using the RCV123 Service and/or completing the registration process for the RCV123 Service, you represent and warrant that you have read, understand, have the legal capacity to, and hereby agree to be legally bound by this Agreement.

RCV123 reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms at any time, for any reason or for no reason. We will notify you of any material changes by posting the amended Terms on the RCV123 Website at www.RCV123.org/terms. You must review these Terms on a regular basis to keep yourself apprised of any changes. If you do not agree to the revised terms and conditions, your sole recourse is to immediately stop using the RCV123 Service. Your continued use of the RCV123 Service following any changes to these Terms indicates your acceptance and agreement to any and all such changes.

RCV123 provides an online platform an iPhone app for Users to create their own ranked-choice voting elections, polls, group decisions, cast votes, and calculate the results. RCV123's responsibilities are limited to maintaining the Platform.

RCV123 is an IRS 501(c)3 educational non-profit. There is no cost to use the RCV123 Service.

It is a violation of these Terms to use the RCV123 Service for a direct election for any government office. However, the Terms do allow for political parties as private organizations holding conventions or engaged in other self-administered decisions, to use the RCV123 Service to select internal leaders or nominees that may later run in official elections for a government office.

The RCV123 Service provides optional methods to assist Users to make their own decisions about the possible identity of participants. These methods provided by the RCV123 Service should not be considered secure, or to represent actual identity verification in any way. The User is responsible for all decisions about whom to allow to participate.

Some election methods on the RCV123 Service require the creation of an account, which includes providing us with your email address. You agree to receive all required notices electronically, to that email address.

Although RCV123 has not yet ever done so, from time to time, RCV123 may use this email address to send you notifications about product updates and improvements, company news and events, fundraising, and updates from our community.

It is a violation of these Terms to mis-identify the entity for which you are holding an election, poll or decision on the RCV123 Service.

Use of the RCV123 Service may be available through a compatible mobile device, Internet access and may require downloading the software, plug-ins and/or applications. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider.

RCV123 MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR

PROVIDER AND ACCESS TO THE RCV123 SERVICE AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF SUCH TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE RCV123 SERVICE.

Use by Children

If you are a parent or guardian and you provide consent for your child to use or register with the website, you agree to be bound by these terms of service in respect of such child's use of the website. If you are school personnel (as defined below) and you register a school user (as defined below), you agree, on behalf of your institution, that the school user is bound by the terms, unless your institution has a separate written service agreement with RCV123 that accepts these terms on behalf of school users.

The website is not available to: (a) any users previously suspended or removed from the website by RCV123, or (b) any persons under the age of 13 whose registration or use has not been approved by a legal parent or guardian (or, for school accounts, by school personnel as permitted under the terms).

By using the RCV123 Service or registering an account for the RCV123 Service, you represent that (i) you are a US resident at least 13 years of age, or (ii) you are not a US resident, and are of legal age of consent to open an account under the laws of your country of residence, or (iii) your use of the RCV123 Service has been approved by your parent or legal guardian, or by your school or teacher for school use. You also represent that you have not been previously suspended or removed from the RCV123 Service, and that your registration and/or your use of the RCV123 Service is in compliance with any and all applicable laws.

If you are under the age of 13 (a "**Child User**"), you may not create or register an account for or use the RCV123 Service without consent and approval from your legal parent or guardian, or from your school as provided in Section 1.6 (School Use). If you are under the age of 18, you represent that your parent or legal guardian has reviewed and agreed to the Terms on your behalf. A Child User will only be permitted to use the

RCV123 Service for so long as RCV123 reasonably believes that such access has been consented to by the Child User's parent or guardian, or by School Consent (as discussed in Section 1.6, "School Use").

School Use: If you are School Personnel accessing the RCV123 Service on behalf of a school, school district, or other similar educational institution (an "**Institution**"), the following terms apply to you:

Limitations on Use: The RCV123 Service and Website are provided to you for educational purposes as part of the school curriculum or school extracurricular activities. You must use the RCV123 Service and the Website in compliance with all applicable laws, rules, and regulations. You agree not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purpose, any portion of the RCV123 Service, the Website, or access to the RCV123 Service or Website.

Responsibility for Consent and Notices: You and/or the Institution assume sole responsibility for obtaining any consents required from parents or guardians, and for providing appropriate disclosures to School Users and their parents regarding the School Users' use of the RCV Service, our Terms, and our Privacy Policy. You agree to be bound by these Terms on behalf of the School User.

IF YOU ARE SCHOOL PERSONNEL AND YOU REGISTER AN ACCOUNT FOR A CHILD USER OR OTHER STUDENT (EITHER, A "**SCHOOL USER**") OR DIRECT A SCHOOL USER TO USE THE RCV123 SERVICE OR CREATE AN ACCOUNT FOR SCHOOL USE, YOU REPRESENT AND WARRANT THAT YOU HAVE EITHER RECEIVED EXPRESS CONSENT FROM SUCH SCHOOL USER'S PARENT OR LEGAL GUARDIAN OR THAT YOU (OR YOUR INSTITUTION) HAVE COMPLIED AND WILL COMPLY WITH ALL APPLICABLE REQUIREMENTS OF AN EXEMPTION FROM OR EXCEPTION TO PARENTAL CONSENT REQUIREMENTS, NECESSARY FOR YOU TO REGISTER THE SCHOOL USER FOR THE WEBSITE AND PROVIDE TO RCV123 THE INFORMATION YOU DISCLOSE IN CONNECTION WITH THE REGISTRATION OF SUCH SCHOOL USER.

Specifically, you agree, individually and on behalf of the Institution, that:

1. You are familiar with and agree to be responsible for compliance with the Family Educational Rights and Privacy Act and the US Department of Education's implementing regulations at 34 CFR Part

99 (collectively, "**FERPA**"), and all other laws, rules or regulations concerning the collection, use, and disclosure of personally identifiable information about Users in your Institution (collectively, "**Applicable Privacy Law**").

2. You assume sole responsibility (and hereby agree that RCV123 is not responsible for) for providing appropriate notices and disclosures to students using RCV123 Service for classroom use ("**Students**" or "**Student Users**") and their parents regarding Student use of the Website, our Terms, and our Privacy Policy, including any notices required by the Children's Online Privacy Protection Act ("**COPPA**"), FERPA, or other Applicable Privacy Law.
3. You assume sole responsibility (and hereby agree that RCV123 is not responsible) for obtaining any consents required from parents or guardians, to the extent required under COPPA, FERPA or other Applicable Privacy Law, in connection with the RCV Service, use of the Website for classroom use, and disclosure of personally identifiable information to RCV123 in connection therewith. You represent and warrant to RCV123 that, prior to School Use or creation of accounts for School Use, you have either obtained all necessary parent or guardian consents, or have complied and will comply with all applicable requirements of an exemption from or exception to parental consent requirements, including:
 - under FERPA, you have complied and will comply with the "school official" exception, or the "directory information" exception thereunder; and
 - under COPPA, with respect to Students under the age of 13, you are acting as the agent of the parent and consenting on their behalf to the sharing of the Student's personal information.

We refer to this as "**School Consent**". If a Parent User does not consent or rescinds such School Consent, School Personnel or the Institution shall immediately notify RCV123 to discontinue that Student's access to the RCV123 Service and ensure that such Student's information is no longer accessible through the RCV123 Service. Under no circumstances will RCV123 be liable for the School Personnel's failure to consult their school's authorities and administrators or for failing to obtain School Consent when required.

Use by students and schools is a major reason for the creation of the educational non-profit RCV123. RCV123 does not host any advertising, charge any fees, sell or promote any products, sell any user data, and has never done any fundraising with the email addresses provided in the course of using the system with some of our voting methods. We participate in the Google Analytics program to learn basic data about the date, time and general location of users.

Modifications of the RCV123 service: RCV123 reserves the right to modify or discontinue, temporarily or permanently, the RCV123 Service (or any part thereof) with or without notice. You agree that RCV123 will not be liable to you or to any third party for any modification, suspension or discontinuance of the RCV123 Service. You acknowledge that RCV123 may establish general practices and limits concerning use of the RCV123 Service, including without limitation the maximum period of time that data or other content will be retained by the RCV123 Service. You agree that RCV123 has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the RCV123 Service. You acknowledge that RCV123 reserves the right to terminate accounts that are inactive for an extended period of time, or in our sole judgment may be automated and/or using excessive computing resources. You further acknowledge that RCV123 reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

RCV123 shall own and retain all right, title, and interest in and to the RCV123 Service (except for any licensed content and software components included therein). User agrees not to reverse engineer, decompile, disassemble, copy, alter, modify, or create derivative works of the RCV123 Service or otherwise use the RCV123 Service in any way that violates the use restrictions contained in these Terms. RCV123 does not grant to User any license, express or implied, to the intellectual property of RCV123 or its licensors. User further acknowledges and agrees that any information regarding the design, "look and feel", specifications, components, functionality or operation and payment terms and pricing (if applicable) of the RCV123 Service is considered the confidential and proprietary information of RCV123 (collectively "RCV123 Confidential Information").

User shall retain all right, title and interest in and to all graphics, images, files, data and other information transmitted by User to RCV123 in connection with its use of the RCV123 Service (collectively, the “User-Provided Data”), provided, however, that User hereby grants to RCV123 a worldwide, royalty-free, non-exclusive license to use the User-Provided Data as permitted under these Terms.

RCV123 Logos and Designs: RCV123’s graphics, logos, designs, page headers, button icons, scripts and service names may be registered trademarks, trademarks or trade dress of RCV123 in the U.S. and/or other countries. RCV123’s trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without RCV123’s prior written permission.

Unauthorized use of the RCV123 Service (including but not limited to any of the prohibited actions set forth in this Section 6), or the resale of the RCV123 Service without our prior written consent, is expressly prohibited. You shall not copy, sell, transfer, distribute, publish, or assign your license to the RCV123 Service or the RCV123 Software in any format to any third party. In addition, you may not use the RCV123 Service in any way that violates applicable federal, state, or international law, or for any unlawful purpose. Further, you may not use the RCV123 Service to send, receive, or download messages or materials that are inappropriate or violate the intellectual property rights of RCV123 or others. In addition, you may not access the RCV123 Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes. You may not use or disclose any RCV123 Confidential Information, except as otherwise explicitly set forth herein. You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the RCV123 Service, or in any way reproduce or circumvent the navigational structure or presentation of the RCV123 Service to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the RCV123 Service. You may not attempt to gain unauthorized access to any portion or feature of the RCV123 Service, or any other systems connected to the RCV123 Service, or to any of the services offered on or through the RCV123 Service, by

hacking, password “mining” or any other illegitimate means. You may not harvest or collect user names, email addresses or any other User identifying information by electronic or other means for the purpose of sending unsolicited email or other communications. You may not probe, scan or test the vulnerability of the RCV123 Service, nor breach the security or authentication measures of the RCV123 Service. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor of the RCV123 Service, or any other customer of RCV123, including any RCV123 account not owned by you, to its source, or exploit the RCV123 Service or any service or information made available or offered by or through the RCV123 Service, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the RCV123 Service. Additionally, RCV123 reserves the right, without limitation, to terminate your access to and use of the RCV123 Service if, in our view, your conduct fails to meet any of the following guidelines for User conduct:

You may not attempt to harm, disrupt, or otherwise engage in activity that diminishes, the RCV123 Service.

You may not attempt to interfere with any other User’s use of the RCV123 Service.

You may not engage in illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind with any User, third party or staff member of RCV123, including without limitation conduct that would encourage “flaming” others, or criminal or civil liability under any local, state, federal or foreign law.

You may not impersonate someone else or group or falsely represent your identity or qualifications, or breach any individual's privacy.

You may not use the RCV123 Service to send or otherwise make available, any material protected by intellectual property laws unless you own or control the rights to such material or have received all necessary consents.

Except as permitted by RCV123 in writing, you may not send out communications regarding investment opportunities, solicitations, chain

letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding.

You may not use the RCV123 Service to send or otherwise make available any material that contains viruses, Trojan horses, worms, corrupted files, or any other similar software that may damage the operation of another's computer or property.

You may not use the RCV123 Service in a manner that imposes an unreasonable or disproportionately large load on RCV123's infrastructure, as reasonably determined by RCV123.

RCV123 will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. RCV123 may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that RCV123 has no obligation to monitor your access to or use of the RCV123 Service or to review or edit any User-Provided Data, but has the right to do so for the purpose of operating the RCV123 Service, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

You agree that RCV123, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the RCV123 Service and remove and discard any content within the RCV123 Service, for any reason, including, without limitation, for lack of use or if RCV123 (in its sole discretion) believes that you have violated or acted inconsistently with the letter or spirit of this Agreement, by providing you with notice of termination. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of RCV123 Service, may be referred to appropriate law enforcement authorities. RCV123 may also in its sole discretion and at any time discontinue providing the RCV123 Service, or any part thereof, with or without notice. You agree that any termination of your access to the RCV123 Service under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that RCV123 may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the RCV123 Service. Further, you agree that RCV123 will not be liable to you or any third-party for any termination of your access to the RCV123 Service.

Protecting our users' privacy is very important to RCV123. As a condition of downloading the RCV123 Software and using the RCV123 Service, you agree to the terms of the RCV123 Privacy Policy, which may be updated from time to time, as expressed in the most recent version that exists at the time of your use. The most current version of the RCV123 Privacy Policy may be found at any time at https://www.rcv123.org/privacy_policies. Information collected by RCV123 may be stored and processed in the United States or any other country in which RCV123 or its agents maintain facilities. By using the RCV123 Service you consent to any such transfer of information outside of your country. Additionally, by using the RCV123 Service, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site or Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible through the RCV123 Service, please contact info@RCV123.org. For your complaint to be valid under the Digital Millennium Copyright Act of 1998 (DMCA), you must provide the following information in writing:

An electronic or physical signature of a person authorized to act on behalf of the copyright owner;

Identification of the copyrighted work that you claim is being infringed;

Identification of the material that is claimed to be infringing and where it is located on the Services;

Information reasonably sufficient to permit RCV123 to contact you, such as your address, telephone number, and e-mail address;

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and

A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

Third Party: This RCV123 Service may contain certain content, products, services and links to other independent third-party web sites, applications or related tools (“Third Party Materials”). These Third Party Materials are provided solely as a convenience to users of the RCV123 Service. Such Third Party Materials are not under RCV123’s control, and RCV123 is not responsible for and does not endorse such Third Party Materials, including any information or materials contained on such Third Party Materials. You will need to make your own independent judgment regarding your interaction with these Third Party Materials. RCV123’s privacy policy is applicable only when you are using the RCV123 Service. Once you choose to link to another website or use a third party application, you should read that third party’s privacy statement before disclosing any personal information.

International Use: You shall abide by all applicable laws and regulations regarding its use of the RCV123 Service. In using the RCV123 Service and the RCV123 Software, you will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information in violation of export control laws or regulations of the U.S. Government or of any country within whose jurisdiction you operate or do business. RCV123 and its licensors make no representation that the RCV123 Service is appropriate or available for use in any location. The RCV123 Service is controlled and operated from within the United States. RCV123 makes no representations that materials contained within the RCV123 Service are appropriate or available for use in other locations, and access to the RCV123 Service from locations where such activity is illegal is prohibited. Those who choose to use the RCV123 Service from other locations do so on their own initiative and are solely responsible for compliance with all applicable laws.

Disclaimer of Warranties: RCV123 and any third party who makes its software or content available in conjunction with or through the RCV123 Service disclaim any responsibility for any harm resulting from your use (or use by your employees, agents or contractors) of the RCV123 Service and/or any third party software or content accessed in conjunction with or through the RCV123 Service.

RCV123 DOES NOT PROMISE THAT THE RCV123 SERVICE OR RCV123 SOFTWARE, OR ANY CONTENT, COMPONENT, SITE OR FEATURE OF THE RCV123 SERVICE, OR COMPONENT OF THE RCV123 SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE RCV123 SERVICE WILL PROVIDE SPECIFIC RESULTS. THE RCV123 SERVICE IS DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. RCV123 CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE RCV123 Service WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. RCV123 AND SUCH THIRD PARTIES EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF ACCURACY, MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. RCV123 AND ANY THIRD PARTY WHO MAKES ITS SOFTWARE OR CONTENT AVAILABLE IN CONJUNCTION WITH OR THROUGH THE RCV123 SERVICE DISCLAIM ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SERVICE AND SUCH THIRD PARTY SOFTWARE OR CONTENT. RCV123 DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SERVICES.

YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE RCV123 SERVICE. YOUR SOLE REMEDY AGAINST RCV123 FOR DISSATISFACTION WITH THE RCV123 SERVICE IS TO STOP USING THE RCV123 SERVICE. THIS LIMITATION OF REMEDY IS A PART OF THE BARGAIN BETWEEN THE PARTIES. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OF THE RCV123 SOFTWARE AND/OR USE THE RCV123 SERVICE AND ALL THIRD PARTY SOFTWARE OR CONTENT MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH

THE RCV123 SERVICE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF THE RCV123 SOFTWARE AND/OR RCV123 SERVICE AND SUCH THIRD PARTY SOFTWARE AND CONTENT. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

THE RCV123 SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. RCV123 IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL RCV123 OR ANY THIRD PARTY WHO MAKES ITS SOFTWARE OR CONTENT AVAILABLE IN CONJUNCTION WITH OR THROUGH THE RCV123 SERVICE BE LIABLE TO YOU OR ANY OTHER USER ON ACCOUNT OF ANY USE OR MISUSE OF THE RCV123 SERVICE OR SUCH THIRD PARTY SOFTWARE OR CONTENT. NEITHER RCV123 NOR ANY THIRD PARTY SOFTWARE OR CONTENT PROVIDER SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE (EVEN IF RCV123 AND/OR A THIRD PARTY SOFTWARE OR CONTENT PROVIDER HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE RCV123 SERVICE AND ALL THIRD PARTY SOFTWARE OR CONTENT MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SERVICE, FROM INABILITY TO USE THE RCV123 SERVICE AND ALL THIRD PARTY SOFTWARE OR CONTENT MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE RCV123 SERVICE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE

RCV123 SERVICE AND ALL THIRD PARTY SOFTWARE AND CONTENT MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE RCV123 SERVICE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), OR ANY RELIANCE BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE RCV123 SERVICE, THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE RCV123 SERVICE.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Arbitration: Should a dispute arise with respect to any aspect of this Agreement, the Parties shall engage in good faith, informal dispute resolution for a minimum period of thirty (30) days to resolve the dispute. Should the Parties fail to resolve their dispute informally, they shall engage in mediation at their joint and equal expense. Should the mediation fail to resolve their dispute, the Parties shall thereafter engage in binding arbitration. To ensure minimal cost, the arbitration shall be in front of a single arbitrator and shall be conducted in accordance with expedited arbitration procedures. The binding arbitration shall be at the Parties' joint and equal expense, with attorneys' fees and costs to the prevailing party upon conclusion.

Indemnification: You agree to indemnify and hold RCV123, its officers, directors, employees, agents and third parties, harmless for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your connection to or use of the RCV123 Service, including (a) any breach by you of this Agreement, (b) any claims arising from the content you submit, post, transmit or make available

through the RCV123 Service, and (c) if applicable, your use of the RCV123 Service to meet another user in-person or to locate and/or visit any offline place or event.

Assignment of Terms: You may not assign or transfer this Agreement, by operation of law or otherwise, without the prior written consent of RCV123. Any attempt by you to assign or transfer this Agreement, without such consent, will be null and of no effect. RCV123 may assign or transfer this Agreement, in its sole discretion, without restriction. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices: Any notices or other communications permitted or required hereunder, including those regarding modifications to this Agreement, will be in writing and given by posting to our website. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Any headings are for convenience only and have no legal or contractual effect.

Miscellaneous Provisions: This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to the conflict of laws provisions of Virginia or your state or country of residence. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of this Agreement will be effective only if in writing and signed by RCV123.