

ELECTRONIC SERVICES AGREEMENT

BY CLICKING ON “I ACCEPT” AND/OR USING THE SITE AND/OR SERVICES (AS DEFINED BELOW), YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THIS ELECTRONIC SERVICES AGREEMENT (THIS “AGREEMENT”). This Agreement forms an agreement between you and Foundation For The Carolinas, or, as applicable any one of its subsidiaries, affiliates or supporting organizations (referred to herein as “**Foundation**” or “**we**,” or related terms). This Agreement governs your use of Foundation’s website currently located at myfftc.org (or as updated by Foundation from time to time) (“**Site**”), in connection with any gifts, donations, recommendations, investments or any other services provided by Foundation to you (collectively, the “**Services**”). Any capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Privacy Policy.

Please read this Agreement carefully before you start to use the Site or the Services. You acknowledge and agree that you have no rights with respect to the Site or the Services, other than the rights expressly granted to you in this Agreement. **IF YOU DO NOT ACCEPT AND AGREE TO BE BOUND BY ANY OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO ACCESS OR OTHERWISE USE THE SERVICES.**

Licenses

Foundation grants you a personal, revocable (at any time and for any reason in the discretion of Foundation), non-exclusive, non-transferable, non-sublicensable limited license to use the Site and the Services solely on your personal or business computer or mobile device for your personal, [non-commercial] use, and to copy and download any such material that is permitted by Foundation to be downloaded from the Site or the Services, in accordance with the terms in this Agreement or otherwise on the Site or the Services. Except as otherwise expressly permitted herein, you may not reproduce, modify, create derivatives of, distribute, broadcast, transmit, publish, mirror, frame, sublicense, transfer, sell, or otherwise use any material contained on the Site or the Services. Any unauthorized use terminates the permission or license granted by Foundation.

Password Security and Notification

You will maintain the confidentiality of any user name or password by which you access the Site, the Services, or any information Foundation maintains about you. Foundation may deem any use of any user name or password assigned to you to be your use, and you are responsible for all uses of such assigned user name or password, whether or not authorized by you. You agree to notify Foundation in writing at the address below immediately if you become aware of any loss, theft or breach of any user name or password assigned to you, or any unauthorized access to or use of any such user name or password or of the Site or the Services. You agree that, until the expiration of a reasonable time after you have notified Foundation of such a security breach, Foundation may assume that you have communicated any instruction or information entered using any user name and password assigned to you, and it will have no obligation to inquire into the propriety or authority of such communication. You are solely responsible for monitoring the use of and the security surrounding your user names and passwords.

Connection Requirements

You are responsible for providing and maintaining, at your own risk, option and expense, any hardware, software and communication lines required to access and use the Site or the Services, and Foundation reserves the right to change the access configuration of the Site or the Services at any time without prior notice.

Confidentiality

You agree that if you should obtain confidential information from the Site or the Services, or otherwise in the course of your interaction with Foundation, you will refrain from disclosing such information to any other person and will deliver to Foundation any documents or records, regardless of form, that contain such information without making additional copies. You agree that Foundation may enforce this promise in an action for specific performance.

Links to Third Party Websites

The Site or the Services may contain hyperlinks to other sites owned and operated by parties other than Foundation. Such hyperlinks are provided only for ready reference and ease of use and access to any other websites is at your own risk. We are under no obligation to maintain any link on the Site or the Services, and we may remove a link at any time in our sole discretion for any reason whatsoever. We do not control such websites and cannot be held responsible for their content or accuracy and do not endorse these websites unless we specifically so state. In the event the Site or the Services provides hyperlinks to other websites that are not owned, operated or maintained by Foundation, you acknowledge and agree that Foundation is not responsible for and is not liable, directly or indirectly, for the content, products, services or other materials on or available from such websites. We accept no liability for any information, products, advertisements, content, services or software accessible through these third-party websites or for any action you may take as a result of linking to any such website. Any such websites are likely to set forth specific terms of use and privacy policies that you should review. Foundation shall not be responsible or liable, directly or indirectly, for any damages or losses caused or alleged to be caused by or in connection with the use of or reliance on such content, products, services or other materials available on or through any such website. Foundation is not responsible for the privacy practices of any other websites. Please be aware that those websites may collect personally identifiable information ("PII") from or about you as well as non-PII about your visit. You should review the terms of use and privacy policies that are posted on any website that you visit, before using any linked websites.

Privacy

Foundation is committed to respecting the privacy of its donors and potential donors. Please see Foundation's Privacy Policy at fftc.org/privacy_policy, the terms of which are incorporated into this Agreement by this reference, for a summary of Foundation's privacy practices. Foundation strongly urges you to read the Privacy Policy. You consent to Foundation's collection, use, disclosure, and sharing of personal data in accordance with the Privacy Policy, as amended from time to time.

User Responsibilities

You represent, warrant, and covenant that all information you have submitted or will submit to Foundation, including your identity, is and will be accurate and complete, and that you will promptly notify Foundation in writing of any changes to that information. You also agree to not use the Site or the Services: (1) 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); (2) for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise; (3) to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter", "spam", or any other similar solicitation; (4) to impersonate or attempt to impersonate Foundation, any Foundation employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing); or (5) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site or the Services, or which, as determined by us, may harm Foundation or users of the Site or the Services or expose them to liability. Additionally, you agree not to (A) use the Site or the Services in any manner that could disable, overburden, damage, or impair the Site or the Services or interfere with any other party's use of the Site or the Services, including their ability to engage in real time activities through the Site or the Services; (B) use any robot, spider, or other automatic

device, process, or means to access the Site or the Services for any purpose, including monitoring or copying any of the material on the Site or the Services; (C) use any manual process to monitor or copy any of the material on the Site or the Services or for any other unauthorized purpose without our prior written consent; (D) use any device, software, or routine that interferes with the proper working of the Site or the Services; (E) introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (F) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site or the Services, the server on which the Site or the Services are stored, or any server, computer, or database connected to the Site or the Services; (G) attack the Site or the Services via a denial-of-service attack or a distributed denial-of-service attack; or (H) otherwise attempt to interfere with the proper working of the Site or the Services.

Communications from Foundation

You understand and agree that, as part of your use of the Site or the Services, Foundation or its agents may send to you certain communications from time to time, such as announcements regarding possible interruptions or other conditions that may affect access to or use of the Site or the Services. You agree to provide Foundation with your current email address, promptly provide Foundation with any changes to your email address, and accept electronic communications from Foundation at the email address you specify. Your agreement to receive such communications is a condition to your access to and use of the Site and Services. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in this Agreement.

Right to Monitor

Foundation neither actively monitors general use of the Site or the Services under normal circumstances nor exercises editorial control over the content of any third party's website, e-mail transmission, news group, or other material created or accessible over or through the Site or the Services. However, Foundation does reserve the right to monitor such use at any time as it deems appropriate and to use any information gathered during such monitoring for any permissible purpose under the Privacy Policy. Additionally, Foundation may remove any materials from the Site or the Services that, in Foundation's sole discretion, may be illegal, may subject Foundation to liability, may violate this Agreement, or are, in the sole discretion of Foundation, inconsistent with Foundation's purpose for the Site or the Services.

Intellectual Property and Proprietary Rights; Third Party Content

As between the parties, Foundation owns exclusively all right, title and interest in and to the Site and Services, including, without limitation, all material contained in or displayed on the Site (other than material not owned by any person and material which Foundation is licensed to use or display), software, code, data, the look, feel, design and layout of the Site, and compilations of the foregoing, except as otherwise specified. Except as expressly provided herein, Foundation does not grant any express or implied rights with regard to any such material.

The Site or the Services may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Foundation, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Foundation. Foundation does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any user or third party, or represent or warrant that your use of the content displayed on the Site, the Services or referenced content or service providers will not infringe rights of third parties not owned by or affiliated with Foundation. 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.

Copyright, Trademarks and Service Marks

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If you believe that any content on the Site or the Services violates or infringes upon your intellectual property rights pursuant to Title 17, United States Code, Section 512(c)(2), please notify us immediately of the alleged infringement with all specifics necessary for us to consider and respond to your complaint. You may be asked to provide additional information and follow additional procedures for us to act on your complaint.

You may download information from the Site or the Services and print out a hard copy for your personal use; provided that you keep intact and do not remove or alter any copyright or other notice (e.g., trademark, patent, etc.) contained in the information. Except as otherwise expressly stated herein, you may not alter, modify, copy, distribute (for compensation or otherwise), transmit, display, perform, reproduce, reuse, post, publish, license, frame, download, store for subsequent use, create derivative works from, transfer, or sell any information or content obtained from the Site or the Services, in whole or in part, including any text, images, audio, and video in any manner, without the prior written authorization of Foundation or any applicable third party suppliers. The use of content, including images, by you, or anyone else authorized by you, is prohibited unless specifically permitted by Foundation. Any unauthorized use of text or images may violate copyright laws, trademark laws, the laws of privacy and publicity, and applicable regulations and statutes. Foundation does not warrant or represent that your use of content, products or any other materials displayed on the Site or the Services will not infringe rights of third parties.

Ownership of Information Submitted

With the exception of any personal information, confidential information and copyright-protected any message, information, data, text, software or images, or other content ("**Material**") you submit (which shall be maintained in accordance with our Privacy Policy), any information you transmit to Foundation via the Site or the Services, whether by direct entry, submission, e-mail or otherwise, including data, questions, comments, or suggestions, will be treated, in the sole and absolute discretion of Foundation, as non-confidential and non-proprietary and will become the property of Foundation. Such information may be used for any purpose, including, without limitation, reproduction, solicitations, disclosure, transmission, publication, broadcast, and posting. Foundation shall be free to use any ideas, concepts, know-how, or techniques contained in any communication you send to Foundation via the Site, the Services or by any other means for any purpose whatsoever, including, without limitation, developing and marketing products using such information. When you submit any Material or information protected by intellectual property rights (e.g., photos, videos, articles, etc.) to the Site or the Services, you represent and warrant to Foundation that you have the necessary rights to copy and display such information. Furthermore, you specifically grant to Foundation a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any such content that you post on or in connection with the Site or the Services. This license ends when you delete such content or your account unless your content has been shared with others and they have not deleted it.

Disclaimers of Warranties and Assumption of Risk

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet, the Site or the Services 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 the Site or the Services for any reconstruction of any lost data. WE, NOR ANY OF OUR SUPPLIER OR SERVICE PROVIDERS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE, THE SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SITE LINKED TO IT.

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

FOUNDATION AND ANY SUPPLIER OR SERVICE PROVIDER OF FOUNDATION HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, NONINFRINGEMENT, COURSE OF DEALING OR COURSE OF PERFORMANCE.

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

Release and Limitation of Liability

YOU WAIVE, RELEASE AND DISCHARGE FOUNDATION, ITS AFFILIATES OR THEIR LICENSORS, SUPPLIERS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS (COLLECTIVELY, THE "**RELEASED PARTIES**") FROM, AND COVENANT NOT TO SUE THE RELEASED PARTIES FOR, ANY LIABILITY RELATED TO YOUR USE, OR INABILITY TO USE, THE SITE, ANY SITES LINKED TO IT, ANY CONTENT ON THE SITE OR SUCH OTHER SITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR SUCH OTHER SITES 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. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

IF YOU ARE DISSATISFIED WITH ANY ASPECT OF YOUR INTERACTION WITH FOUNDATION RELATED TO THE SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE SUCH INTERACTION. TO THE EXTENT APPLICABLE LAW DOES NOT PERMIT THE FOREGOING LIMITATIONS OR EXCLUSIONS OF LIABILITY, YOU AGREE THAT THE AGGREGATE LIABILITY OF THE RELEASED PARTIES FOR ANY REASON WHATSOEVER RELATED TO THE SITE MAY NOT EXCEED THE LESSER OF: (A) \$50,000 OR (B) THE AMOUNT PAID BY YOU FOR SERVICES PROVIDED BY FOUNDATION IN THE IMMEDIATELY PRECEDING TWELVE MONTHS FROM THE DATE OF THE OCCURRENCE.

BY ACCESSING THE SITE OR THE SERVICES, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Some jurisdictions do not permit the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages, therefore, some of the limitations above may not apply to you to the extent prohibited by law. In such cases our liability will be limited to the fullest extent permitted by applicable law.

Indemnity

You, together with each of your officers, directors, managers, and owners, if you are not a natural person, agree to indemnify Foundation and any of its licensors, suppliers and service providers and their respective parents, affiliates, subsidiaries, and related companies, and all of their respective officers, directors, employees, legal representatives, agents, heirs, successors and assigns, from and against any damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees and court costs) arising out of or connected in any way to any claims, actions, suits or demands based on or related to: (1) your use of the Site; (2) any breach by you of this Agreement; (3) any content you provide; (4) your negligence, fraud, or willful misconduct; (5) your account; and/or (6) your violation of any law or regulation or any rights of another. Foundation reserves the right, at your expense, to assume the exclusive defense and control of any matter which you are required to indemnify against, and you agree to cooperate in our defense of such matter. This indemnification will survive any termination of this Agreement.

Termination

Foundation expressly reserves the right to terminate, limit, or modify the license it has granted to you in this Agreement, your access to the Site or its provision of the Services, and to remove any communication or information you provide to Foundation, without notice and for any reason it deems appropriate in its discretion, including, but not limited to, your failure to comply with this Agreement, or its suspicion of fraudulent or unlawful activity by you (this reservation of right does not limit other actions Foundation may take in the event of actual fraud or unlawful activity). You agree that Foundation may immediately terminate your access to the Site or the Services if you breach this Agreement or if you have jeopardized

the proper and efficient operation of the Site or the Services. Any unauthorized use of the Site or the Services shall result in automatic termination of this Agreement.

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 Site or the Services. YOU WAIVE AND HOLD HARMLESS THE RELEASED PARTIES 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.

Dispute Resolution and Choice of Law

This Agreement is governed by and must be interpreted in accordance with the laws of North Carolina, without reference to its conflicts of law principles. Any action arising under or relating to this Agreement may only be brought in the state or federal courts of the United States located in Charlotte, North Carolina and the parties hereto hereby submit to the jurisdiction of the said courts.

Any dispute or claim relating in any way to this Agreement or your use of the Site will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow this Agreement as a court would. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to the attention of Foundation For The Carolinas, Attn: General Counsel. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, Foundation will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the venue or at another mutually agreed location. We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. We both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights. If any term of this Section is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. BY YOUR USE OF OUR SITE OR THE SERVICES YOU ALSO HEREBY WAIVE YOUR RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, ACTION OR PROCEEDING, DIRECTLY OR INDIRECTLY, ARISING OUT OF, OR RELATING TO THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW.

Equitable Remedies

You acknowledge and agree that any unauthorized use or disclosure by you of the Site or the Services, any of Foundation's Confidential Information, or any infringement or other violation of the intellectual property rights of Foundation, will cause irreparable injury for which Foundation or the other person cannot be fully compensated by money damages. You agree that, in the event of such a violation, Foundation or the other person may seek and recover (in addition to any other available remedies) preliminary and permanent injunctive relief, without the necessity of posting bond or security, and further may recover from you its reasonable attorneys' fees and costs incurred in seeking and obtaining such relief.

Time Limit on Claims Against Us

You agree that any claim you may have arising out of or related to your use of the Site, the Services or your relationship with us must be filed within one (1) year after such claim arose; otherwise, your claim is permanently barred.

Age and Geographic Targeting

The Site and the Services are offered and available to users who are at least 13 years of age. By using the Site or the Services, you represent and warrant that you are of legal age to form a binding contract with us and meet all of the foregoing eligibility requirements. We are located in the United States and we provide the Site and Services for use only by persons located in the United States. We make no claims that the Site, the Services or any of its content is accessible or appropriate outside of the United States. Access to the Site and the Services may not be legal by certain persons or in certain countries. If you access the Site or the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Integration, Waiver and Severability

The terms of this Agreement and the Privacy Policy, together with any application or other document incorporating this Agreement or incorporated into this Agreement, comprise the entire agreement between you and Foundation with respect to its subjects. No waiver by Foundation of any term or condition in this Agreement 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 Foundation to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement 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 this Agreement continue in full force and effect.

Assignment

You may not assign your rights and obligations under this Agreement, in whole or in part, without Foundation's prior written consent and any such assignment without such consent will be null and void. Foundation may assign its rights and obligations under this Agreement, in whole or in part, without your consent. This Agreement will inure to the benefit of the parties hereto and their permitted successors and assigns.

Modification of this Agreement

You agree that Foundation may discontinue the Site or the Services, in whole or in part, at any time, and that Foundation may amend this Agreement, in whole or in part, including terms, conditions, and guidelines incorporated herein by reference, at any time by posting notice of such to the Site. You consent to and accept any such amendment by signing a copy or otherwise expressing acceptance, or by doing any of the following after Foundation posts the amended Agreement on any of its public websites: making a gift or grant recommendation to Foundation, or accessing, accepting, taking action or refraining from action in reliance on, or otherwise using the Site or the Services. No other act, document, usage or custom amends or modifies this Agreement, unless such document is signed in writing by an authorized representative of each of the parties.

No Agency Relationship

Neither this Agreement, nor any content, materials, features of the Site or the Services create any fiduciary relationship between us or any partnership, joint venture, employment, or other agency relationship between us. You may not enter into any contract on our behalf or bind us in any way.

Third Party Beneficiary

Foundation's suppliers and service providers shall be third party beneficiaries to this Agreement and shall also have the right to enforce or get the benefit of any of the terms of this Agreement.

Notices, Contact Information, Questions or Additional Information

Any notices required or permitted under this Agreement to us will be in writing and sent by certified mail, reputable overnight carrier or hand delivery to Foundation For The Carolinas, Attn: General Counsel at 220 North Tryon Street, Charlotte NC 28202 or by email to legal@fftc.org, and to you from Foundation regarding this Agreement will be posted on the Site or sent by e-mail to the address we have on file for you (if any) or by regular mail to the address we have on file for you (if any).

If you have questions regarding this Agreement or wish to obtain additional information regarding Foundation, the Site or the Services, please email donorrelations@fftc.org.