

## **TERMS OF SERVICE**

PLEASE READ THE FOLLOWING TERMS OF SERVICE ("TERMS") CAREFULLY BEFORE ACCESSING OR USING THE FOOD LOVE TRANSFORMATION ACCELERATOR SERVICE IN ANY WAY. IF YOU DO NOT AGREE TO ALL OF THE TERMS, THEN DO NOT USE THE FLTA SERVICE.

Welcome to the Food Love Transformation Accelerator! FLTA makes this website (regardless of domain name or IP address) and all content and elements thereof, including, but not limited to, text, data, information, reviews, ratings, opinions, videos, notes, notices, communications, software, scripts, designs, graphics, images, photographs, illustrations, drawings, sounds, music, and other files, materials, and elements (collectively, "Content"), all trademarks, service marks, trade names, and logos contained therein (collectively, "Marks"), and all Interactive Features (defined below), mobile optimized versions, mobile applications, blogs, social media platforms, and other digital and electronic platforms, channels, support, user interfaces and features, offerings, products, services, functionality, tools, and applications licensed, purchased, provided, or otherwise made available by FLTA through or in connection therewith (collectively, "Features"), available for your use subject to these Terms. (The Content, Marks, and Features, along with the design, selection, and arrangement thereof, are collectively referred to in these Terms as the "Service"). These Terms constitute a legally-binding agreement made by and between Food Love Worldwide, LLC, a Delaware limited liability company d/b/a Food Love Transformation Accelerator ("FLTA"), and you personally and, if applicable, on behalf of any entity for whom you are using this Service (collectively, "you"). These Terms apply to all parties accessing, visiting, or otherwise using the Service ("Users"). By accessing or using the Service in any way (including linking to the Service) you agree that you have read, understand, and agree to be and are bound by these Terms as a legal contract between you and FLTA.

### **1. REVISIONS AND UPDATES TO THESE TERMS**

FLTA reserves the right to update, change, and modify these Terms and FLTA's other rules, guidelines, and policies at any time in its sole discretion, and all such modified Terms, rules, guidelines, and policies will be effective immediately upon being posted on the Service and are hereby incorporated by reference. You waive any right you may have or claim to have to receive specific notice of any such changes. Your continued use of the Service after such modified Terms, rules, guidelines, and policies have been posted constitutes your acceptance of such changes, and you agree your use of the Service will be subject to the then-current version of these Terms and the other rules, guidelines, and policies of FLTA as posted on the Service. FLTA recommends you periodically review the most current Terms and the other rules, guidelines, and policies of FLTA as they are binding on you and govern your use of the Service. The date of the most recent version of these Terms appears at the bottom of this page. If you are not in agreement with any of these Terms or any of the other rules, guidelines, or policies of FLTA, you are not authorized to and may not access or otherwise use the Service.

### **2. THE SERVICE**

FLTA provides an informational platform and resources via the Service for freelance writers to position and package their services in a way that allows them to charge a premium. As part of the Service, FLTA makes available to you and other Users certain community platforms (e.g., Skool), discussion forums, chat rooms, message boards, bulletin board features, video classes, collaborative workspaces (e.g., Slack), group sessions, social media platforms, blogs, wikis, reviews and ratings features and tools, and/or other interactive features, services, facilities, or means by which Users can interact with the Service ("Interactive Features"). FLTA's Users, including its coaches, experts, consultants, and moderators, use the Interactive

Features to provide guidance, advice, answers, comments, critiques, feedback, reviews, ratings, opinions, statements, data, input, offers, and other information to Users, in real-time and otherwise. FLTA hereby grants to you, subject to these Terms, the revocable right to use the Interactive Features to post, upload, email, share, submit, transmit, or otherwise make available ("Share") to/with FLTA, its coaches, experts, consultants, moderators, and other Users your comments, communications, messages, statements, critiques, questions, answers, feedback, suggestions, ideas, reviews, ratings, advice, information, data, photographs, graphics, images, videos, and all other original works of authorship, materials, other user-generated content, and/or any other interactions with the Service, including any User ID and other profile information associated with your User Account (collectively, "Contributions"). You remain solely responsible for your Contributions and the consequences of Sharing those Contributions. FLTA is not responsible for the operation, Terms of Use/Service, or policies of any social media or other third-party platform, including, but not limited to, Skool and Slack (each, a "Third-Party Platform"). Before using any Third-Party Platform in connection with the Service you are encouraged to review its Terms of Use/Service and policies, including its privacy policy. You acknowledge that other Users using the Service may occasionally Share communications or other content that may be inaccurate, misleading, illegal, deceptive, or otherwise offensive. FLTA is under no obligation to screen, monitor, edit, block, or remove any communications or other content. FLTA does not endorse nor is responsible for any User communications or other content, and the opinions of the authors of such communications or other content are not necessarily shared by FLTA. FLTA is not nor will be liable to you or any other User for any communications or other content you or any other User encounters on the Service and perceives to be inaccurate, misleading, illegal, deceptive, defamatory, libelous, slanderous, obscene, pornographic, or otherwise offensive. You have no expectation of privacy concerning your use of the Service, and FLTA may disclose any of your Contributions and/or your User Information that FLTA deems reasonably necessary in its sole discretion to comply with governmental requests, subpoenas, or court orders, or to protect FLTA, its community of Users, and its coaches, experts, consultants, moderators, agents, licensors, licensees, suppliers, service providers, contractors, advertisers, and sponsors ("Related Parties"). Please refer to FLTA's [Privacy Policy](#) for more information concerning FLTA's collection, retention, use, and disclosure of information.

FLTA RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO MODIFY, MAKE IMPROVEMENTS TO, SUSPEND, CANCEL, LIMIT, RESTRICT, INTERRUPT, DISCONTINUE, REMOVE, OR DISABLE ACCESS TO THE SERVICE OR ANY PARTS THEREOF (INCLUDING CONTENT) AT ANY TIME, EITHER TEMPORARILY OR PERMANENTLY, FOR ANY REASON OR NO REASON, WITHOUT NOTICE. IN NO EVENT WILL FLTA BE LIABLE TO YOU OR ANY THIRD PARTY FOR SUCH ACTIONS AND ANY CLAIMED LOSSES, HARM, OR DAMAGES ARISING OUT OF OR RELATING TO ANY SUCH ACTIONS.

YOU ACKNOWLEDGE AND AGREE YOUR ACCESS TO AND USE OF THE SERVICE, INCLUDING ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH YOUR USE OF THE SERVICE, IS AT YOUR OWN DISCRETION AND RISK. YOU REMAIN SOLELY AND ENTIRELY RESPONSIBLE FOR, AND RELEASE FLTA IN CONNECTION WITH, (A) ANY DAMAGE TO YOUR COMPUTER, TABLET, MOBILE PHONE, OR OTHER DEVICE; (B) CORRUPTION OR LOSS OF DATA; AND (C) ANY UNSATISFACTORY QUALITY, PERFORMANCE, OR ACCURACY OF THE SERVICE. YOU ARE ENCOURAGED TO ALWAYS USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND REMOVE VIRUSES FROM ANY DOWNLOADED CONTENT.

YOU ACKNOWLEDGE THAT ANY RELIANCE UPON ANY ADVICE, OPINION, STATEMENT, INFORMATION, OR OTHER CONTENT DISPLAYED OR DISTRIBUTED VIA THE SERVICE IS AT YOUR SOLE RISK. FLTA SHALL HAVE NO LIABILITY TO YOU ARISING OUT OF ANY PURCHASES OF THIRD-PARTY GOODS AND/OR SERVICES BASED UPON INFORMATION OR OTHER CONTENT PROVIDED VIA THE SERVICE.

### 3. USER ACCOUNTS AND REGISTRATION

To access certain Content and Features of the Service, or to purchase any products or services made available via the Service, you may be required to create a user account ("User Account"). In creating your User Account, you may be asked to adopt a unique user identification ("User ID") and password. FLTA may rely on your User ID and password to identify and bind you when using the Service, and you agree such reliance by FLTA is reasonable in all respects. FLTA may at any time refuse to allow you to use a User ID that impersonates someone else, may be illegal, may be protected by trademark or other intellectual property laws, is in any way offensive, or may cause confusion in the marketplace as determined by FLTA in its sole discretion. To complete your registration, you must provide certain information about yourself ("User Information"), including, but not limited to, your name, telephone number, mailing address, email address, and credit card information. In creating and using your User Account, you agree (a) to provide true, accurate, current, and complete User Information, and (b) to maintain and promptly update your User Information so that at all times your User Information remains true, accurate, current, and complete. If you provide any untrue, inaccurate, outdated, or incomplete User Information, then FLTA, in its sole discretion, may at any time suspend or terminate your User Account and refuse to permit any future use of the Service by you. To use the Service you must be 18 years of age or older and fully able and competent to enter into and perform, abide by, and comply with these Terms. THE SERVICE IS NOT INTENDED FOR ANYONE UNDER THE AGE OF 18, AND ACCESS OR USE BY ANYONE YOUNGER THAN 18 IS NOT AUTHORIZED. YOUR USER ACCOUNT MAY BE DELETED WITHOUT WARNING AND WITHOUT LIABILITY TO YOU IF FLTA BELIEVES THAT YOU ARE UNDER 18 YEARS OF AGE. If you are creating a User Account or using the Service on behalf of an employer or other entity, you represent and warrant to FLTA that you have the full legal authority to bind your employer or other entity to these Terms and the other rules, guidelines, and policies of FLTA. User Accounts, User IDs, and passwords are non-transferrable, and any attempted transfer will be void and of no legal effect. FLTA strongly encourages you to take preventative measures to prohibit unauthorized persons from accessing the Service with your User ID and password (for example, by not leaving your computer or other device unattended while accessing the Service, and by always logging out of the Service at the conclusion of your session). You acknowledge and agree that at all times you remain solely and entirely responsible for all activities that occur on or through your User Account and User ID (including payments or other actions taken by unauthorized persons using your User Account), and you hereby release FLTA from any and all liability for losses of any kind arising out of or relating to any unauthorized use of your User ID and password. Please inform FLTA immediately at [admin@foodlovetransformation.com](mailto:admin@foodlovetransformation.com) if you suspect any unauthorized use of or access to your User ID or password or upon any unintended or undesired disclosure to any third party of any of your User Information. While FLTA follows generally accepted standards to protect User Information and to provide suitable security, FLTA cannot and does not guarantee or warrant that any information transmitted via the Internet is secure, or that such transmissions are or will be free from error, delay, interruption, or interception. You acknowledge that you provide your personal information to FLTA at your own risk. FLTA may at any time offer products and services to you based on the User Information you provide, and such offers, advertisements, and promotions may be made by FLTA or its Related Parties. Please refer to FLTA's [Privacy Policy](#) for additional details regarding the collection, retention, use, and disclosure of your User Information.

### 4. FEES AND PAYMENT TERMS

FLTA charges Users certain fees in connection with certain Content and Features of the Service ("Fees"). All Fees are stated in United States Dollars unless otherwise provided. You are responsible for the timely

payment of all Fees and for providing FLTA with a valid payment method for such payments. FLTA reserves the right to assess late fees and suspend or otherwise restrict your access to and use of the Service until payment is received in full. If for any reason FLTA is unable to collect fees owed and you fail to timely make other acceptable arrangements, FLTA, in addition to seeking any remedies available at law or equity, may employ collection agencies and attorneys to collect such amounts. FLTA and any associated collection agencies may also report late or missed payments to the various credit bureaus (i.e., Experian, TransUnion, and EquiFax).

## **5. PRIVACY POLICY**

Any and all personal information provided to or collected by FLTA will, at all times, be treated in accordance with FLTA's [Privacy Policy](#), which is incorporated herein by reference. By using the Service, you signify your acceptance of the Privacy Policy. FLTA encourages you to read the Privacy Policy periodically at your convenience as FLTA's policies are subject to change from time to time.

## **6. INTELLECTUAL PROPERTY RIGHTS**

### **(a) YOUR CONTRIBUTIONS**

You at all times retain any rights which may exist, including copyrights, trademarks, and service marks, in and to any Contributions you Share; provided, however, by Sharing your Contributions you automatically grant FLTA a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers of sublicensees), unrestricted, and transferable right and license to use, reproduce, copy, print, publish, distribute, edit, adapt, modify, alter, translate, create derivative works from, publicly perform, publicly display, digitally perform, incorporate such Contributions in other works and distribute such other works, and/or to otherwise exploit such Contributions or any parts thereof, along with your User ID, in any form, manner, or medium, whether now known or hereafter created or devised, without any compensation or obligation to you in FLTA's discretion for the full term of any copyrights that may exist in such Contributions, including any renewals and extensions thereof. FLTA has the right (but not the obligation) to sell, license, and display any advertising, sponsorship, promotional, and/or distribution rights in connection with your Contributions, and FLTA is entitled to retain any and all revenue generated by or derived from any sale, licensing, or other exploitation of such advertising, sponsorship, promotional, or distribution rights. You hereby waive and agree not to enforce any so-called "moral rights" you may have in and to any of the Contributions you elect to Share via the Service. You acknowledge and agree that any Contributions you Share are public and you have no expectation of privacy with respect to any such Contributions. No confidential, fiduciary, contractually-implied or other relationship is created between you and FLTA by reason of your Sharing a Contribution via the Service. You at all times assume full responsibility and remain solely liable for your Contributions.

FLTA has the right (but not the obligation) to monitor, screen, review, moderate, edit, modify, block, remove, delete, or refuse to publish any Contributions Shared by you at any time in FLTA's sole discretion for any reason or no reason, whether intentionally or unintentionally, without notice or liability to you or any other party. It is your obligation to determine and satisfy copyright or other use restrictions with respect to any Contributions you Share, and you at all times remain solely and entirely responsible for determining whether your Contributions require the consent or license from any other person or entity, and, if so, to secure such consents and to pay any licensing or other fees in connection therewith. FLTA shall not under any circumstance be required to pay or incur any sums to any person or entity as a result of its use or exploitation of your Contributions in connection with the Service pursuant to these Terms.

FLTA encourages you to seek the advice of an attorney if you have any questions concerning the legality of any Contributions you wish to Share via the Service. FLTA may use your User ID, geographical location, and other identifiers to attribute authorship of your Contributions to you.

FLTA may investigate any reported or apparent violation of these Terms, and may, at any time, take any action that FLTA in its sole discretion deems appropriate, including, but not limited to, restricting, suspending, or terminating your FLTA privileges and your access to all or any parts of the Service, without prior notice or liability to you or any third party to prevent or cure any breach of these Terms.

You acknowledge FLTA is under no obligation to store, retain, archive, or otherwise make available to you any Contributions you Share with FLTA, and any and all Contributions Shared with FLTA may be deleted from FLTA's servers at any time, for any reason or no reason, whether intentionally or unintentionally, without notice or liability to you or any third party. You at all times remain solely responsible for backing up and archiving your Contributions.

#### **(b) THE SERVICE**

All rights, title, and interests in and to the Service (including the Content, Marks, and Features) are owned by or licensed to FLTA and are protected by U.S. and international copyright, trademark, patent, and other laws. The Service is available for the use of FLTA's authorized Users only. Users are granted a limited, revocable, non-exclusive license (without the right to sublicense) to access and use the Service for informational purposes only, and to view, copy, and print pages from the Service solely for non-commercial, personal use. You are not permitted to copy, download, modify, create derivative works from, reproduce, store, distribute, transmit, broadcast, display, sell, sublicense, or otherwise exploit any elements of the Service for any purpose other than as explicitly set forth in these Terms and the other rules, guidelines, and policies of FLTA without the prior written consent of FLTA or the applicable owner, as the case may be. Neither the name "FLTA" nor any of FLTA's other Marks may be used in any way, including, but not limited to, in any advertising, hyperlink, publicity, or promotional materials of any kind, whether relating to the Service or otherwise, without FLTA's prior written consent, and nothing contained on the Service should be construed as granting you by implication, estoppel, or otherwise, any license or right to use any Marks or Content without the prior written approval of FLTA or the applicable owner, as the case may be. Notwithstanding the foregoing sentence, a third-party service that desires to link to the Service and complies with the requirements of Section 9 (Links from Third-Party Services) may use the name "FLTA" in or as part of that hyperlink. Any violation or breach of the foregoing restrictions by you is strictly prohibited and will constitute infringement of the intellectual property rights of FLTA or others and will automatically terminate the license granted you under these Terms and, further, may subject you to civil and criminal penalties, including, but not limited to, monetary damages for copyright and/or trademark infringement. All rights in and to the Service (including the Content, Marks, and Features) not expressly granted by these Terms are reserved by FLTA and its Related Parties, as applicable.

### **7. RESTRICTIONS ON YOUR USE OF THE SERVICE**

You agree to not use the Service, alone or with others, for any purpose that is unlawful or prohibited by these Terms or the other rules, guidelines, or policies of FLTA. Specifically, you agree as follows:

(a) you shall not use or attempt to use the Service if you are not able for any reason to form legally-binding contracts (e.g., if you are under the age of 18), if your FLTA privileges have been suspended,

terminated, or otherwise restricted, or if you have not agreed to be bound by these Terms and the other rules, guidelines, and policies of FLTA.

(b) you shall not engage or attempt to engage in any conduct that (i) could damage, disable, overburden, or impair the Service; (ii) violates or attempts to violate the security of the Service, including by probing, scanning, or otherwise testing the vulnerability of applicable systems, networks, and authentication measures; (iii) circumvents any technological measures implemented by FLTA or its Related Parties to restrict the manner in which any Content can be posted, uploaded, transmitted, communicated, displayed, performed, or otherwise distributed on or via the Service; (iv) circumvents (or attempts to circumvent) the manner in which any Content may be transmitted to other FLTA Users, including through the use of multiple email addresses, multiple IP addresses, and multiple or fraudulent User Accounts; (v) circumvents or manipulates (or attempts to circumvent or manipulate) FLTA's billing process for fees; (vi) inhibits, disrupts, or otherwise interferes with another party's beneficial use and enjoyment of the Service, including by means of hacking or defacing any portion of the Service or by accessing and using another's User Account without permission; (vii) modifies, obscures, or removes any copyright, trademark, proprietary, or identification markings accompanying any Content posted, uploaded, transmitted, communicated, displayed, performed, or otherwise distributed on or via the Service; (viii) infringes the copyrights, trademarks, service marks, patents, or other proprietary intellectual property rights of FLTA, its Related Parties, or Users; (ix) solicits or mass-markets to FLTA or its Related Parties or Users via email, text, direct mail, telephone, or otherwise for any purpose; or (x) creates (or attempts to create) similar or substitute products and services to those offered by FLTA derived from your use of or access to the Service.

(c) you shall not Share any Contributions that (i) are false, inaccurate, misleading, or violate or infringe the intellectual property rights of any other party, including copyrights, trademarks, service marks, patents, rights of publicity or privacy, and other proprietary rights; (ii) contain viruses or other malicious software that may harm FLTA, its Related Parties, or Users, or inhibit, disrupt, or otherwise interfere with the normal operation of the Service; (iii) are unlawful, fraudulent, harassing, threatening, bullying, harmful, tortious, defamatory, libelous, abusive, discriminatory, hateful, obscene, vulgar, pornographic, sexually explicit, racially or ethnically offensive, inflammatory, encourage conduct that would be considered a criminal offense, give rise to civil liability, or violate any law, inhibit any other person from using or enjoying the Service, or are otherwise objectionable in FLTA's sole discretion; (iv) contain proprietary trade secrets or other confidential information in violation of any confidentiality, employment, or non-disclosure agreement; (v) constitute unsolicited or unauthorized communications, advertising, promotional materials, junk mail, spam, chain letters, or pyramid schemes; (vi) impersonate or misrepresent any person or entity, including, but not limited to, any FLTA moderators, coaches, experts, consultants, staff, and employees.

(d) you shall not employ or attempt to employ any robots, spiders, offline readers, crawlers, scrapers, framing, mirroring, other automatic devices or manual processes to access the Service, gather or extract data, monitor or copy any Content from the Service, or collect any personal information from FLTA's Users, including, but not limited to, User Information, User IDs, and passwords, for solicitation or other purposes.

(e) you shall not attempt (or assist another in any attempt) to (i) violate, circumvent, reverse-engineer, decompile, disassemble, attempt to derive the source code or object code of, decrypt, modify, or create derivative works from the Service; (ii) copy, reproduce, frame, download, transmit, broadcast, display, rent, lease, loan, sell, assign, transfer, distribute, republish, license, sublicense, or otherwise exploit any element of the Service or modify, adapt, translate or create any derivative works from any element of the Service for any purpose other than as expressly permissible under these Terms; or (iii) sublicense, assign,

delegate, or otherwise transfer this license or any of your rights or obligations under these Terms without FLTA's prior written consent.

## **8. LINKS TO THIRD-PARTY SERVICES AND CONTENT**

FLTA may periodically provide information about or hyperlinks to third-party products and services on the Service and may also run third-party advertisements and promotions on the Service. Such information about and links to third-party products and services are provided for your convenience only. The content displayed on any linked third-party service or platform is not under FLTA's control, and FLTA has not examined or evaluated the quality, nature, reliability, or accuracy of any content, materials, products, or services available on or via such third-party services, nor is FLTA responsible for such content, materials, products, or services. IF YOU DECIDE TO ACCESS ANY THIRD-PARTY SERVICE OR PLATFORM LINKED FROM THE FLTA SERVICE, YOU DO SO ENTIRELY AT YOUR OWN RISK. FLTA DISCLAIMS ALL WARRANTIES WITH RESPECT TO THIRD-PARTY SERVICES AND PLATFORMS AND DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY CONTENT, MATERIALS, PRODUCTS, OR SERVICES OFFERED OR PROVIDED BY SUCH THIRD PARTIES THROUGH THE FLTA SERVICE OR VIA ANY HYPERLINKED SERVICE OR FEATURED IN ANY ADVERTISEMENT APPEARING ON, VIA, OR IN CONNECTION WITH THE FLTA SERVICE. YOU EXPRESSLY RELEASE FLTA FROM ANY AND ALL LIABILITY ARISING OUT OF OR RELATING TO ANY USE BY YOU OF ANY THIRD-PARTY SERVICES, PLATFORMS, CONTENT, MATERIALS, AND/OR PRODUCTS.

Any hyperlinks to third-party products and services should not, alone, be construed as any endorsement, authorization, sponsorship, affiliation, joint venture, or partnership by or with FLTA. Any concerns regarding third-party services, platforms, content, materials, and/or products should be directed to the particular service or platform proprietor. Third-party services, platforms, and products are subject to their own Terms of Service, privacy policies, warranties, guidelines, and restrictions. FLTA encourages you to review such policies governing your access to and use of any third-party services, platforms, materials, and/or products to ensure your actions are in compliance with applicable rules. Any opinions, advice, statements, services, offers, or other information or content expressed or made available on such third-party services and platforms are those of the respective proprietors and do not necessarily state or reflect those of FLTA.

## **9. LINKS FROM THIRD-PARTY SERVICES**

Third parties may publish hyperlinks to the FLTA Service provided they at all times (a) do not replicate or misappropriate any elements of the Service or otherwise infringe any intellectual property rights of FLTA, its Related Parties, or Users; (b) do not create a frame or any other browser or border environment around the Service; (c) do not link to any Content on the Service that is only made available to Users with a User Account and User ID; (d) do not imply that FLTA endorses such third party, its content, materials, products, or services; (e) do not misrepresent such third party's relationship with FLTA; (f) do not portray FLTA or its products or services in a false, misleading, derogatory, or otherwise negative manner; and (g) do not display any content on such third-party's service or platform that is, in FLTA's sole opinion, offensive, harassing, or otherwise objectionable. The limited license granted herein may be revoked by FLTA at any time in its sole discretion.

## **10. REPRESENTATIONS AND WARRANTIES**

Each time you use the Service, you represent and warrant to FLTA and to its Users, as applicable, that: (a) you have the full right, authority, and legal capacity to enter into and perform your obligations under

these Terms and to grant all rights granted to FLTA herein; (b) your agreement with these Terms and your performance of your obligations under these Terms does not and will not constitute a breach of any other agreement by which you are bound; (c) you possess all necessary rights, licenses, and permissions to use any third-party content or marks in your Contributions, including releases from any and all identifiable individuals appearing therein, and you will pay any royalties or other remuneration due in connection with any such third-party licenses; (d) neither the Contributions you Share nor your use of the Service will infringe the copyrights, trademarks, service marks, trade secrets, rights of publicity or privacy, patents, or other intellectual property or proprietary rights of any third party; (e) your Contributions are and will be accurate, current, and not misleading, and in strict compliance with these Terms and the other rules, guidelines, and policies of FLTA; (f) you are and will remain at all times fully responsible and liable for any and all Contributions you Share; and (g) your Contributions, along with your use of the Service, will comply with all applicable local, state, and federal laws, ordinances, and regulations.

## **11. GENERAL RELEASE AND INDEMNITY**

By accessing and using the Service, you hereby release and agree, to the fullest extent permitted under applicable law, to indemnify, defend, release, and hold FLTA and its Related Parties and the officers, directors, owners, employees, agents, contractors, service providers, consultants, successors, affiliates, and assigns of all of the foregoing (collectively, the “Indemnitees”), harmless from and against any and all claims, liabilities, obligations, losses, damages, penalties, demands, actions, suits, judgments, settlements, costs and expenses (including administrative costs, investigatory costs, litigation and settlement costs and experts’, auditors’, and attorneys’ fees and disbursements) of whatever nature (collectively, “Losses”), which may be made, filed, or assessed against, or incurred by any of the Indemnitees at any time arising out of or relating to your use of (or inability to use) the Service, including, but not limited to: (a) your Contributions; (b) the use of your Contributions by FLTA or any of the other Indemnitees for any purpose permitted under these Terms; (c) your violation of applicable law or your breach of these Terms or the other rules, guidelines, and policies of FLTA; (d) your violation of any rights of any other person or entity, including, but not limited to, intellectual property rights; (e) any claim that a third party was damaged by any of your Contributions or by your other activities in any way relating to the Service; (f) any and all activity that occurs through or by use of your User Account (including all Contributions Shared); (g) any dispute between you and one or more other Users of the Service; (h) any item set forth in Section 7 of these Terms; and (i) any breach or alleged breach by you of the representations, warranties, or covenants made by you in these Terms or any other provisions of these Terms applicable to you. FLTA reserves the right (but not the obligation), at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you under these Terms, and in any such event, you agree to fully cooperate with FLTA’s defense of such claim. You may not settle, compromise, or in any other way dispose of any liability, claim, or cause of action giving rise to your indemnity obligations under these Terms without FLTA’s prior written consent.

## **12. REMEDIES**

You acknowledge and agree your breach of these Terms or FLTA’s other rules, guidelines, or policies may cause FLTA immediate and irreparable harm and damage. Therefore, notwithstanding any other provision of these Terms to the contrary or other applicable legal requirements, FLTA has the right to, and may in its sole discretion, immediately obtain preliminary injunctive relief and seek permanent injunctive relief without showing or proving any actual damage sustained, or posting a bond, to prevent or cure any breach by you of these Terms or FLTA’s other rules, guidelines, or policies. FLTA’s rights and remedies under these Terms are cumulative, and FLTA’s exercise of any right or remedy does not and will not preclude FLTA’s



exercise of any other rights or remedies that may now or subsequently exist at law or in equity or by statute or otherwise. In the event of any breach of these Terms by FLTA, you agree your sole remedy with respect to such breach will be an action at law for damages, if any, and that in no event will you be entitled to enjoin, interfere, or inhibit (or seek to enjoin, interfere, or inhibit) the Service.

### **13. TERMINATION OF YOUR USER ACCOUNT AND ACCESS TO THE SERVICE**

FLTA may, in its sole discretion, at any time and without notice or liability to you or any third party, terminate your User Account or otherwise restrict, suspend, or terminate your access to the Service, without prejudice to any other remedies available to FLTA at law or in equity, if FLTA believes your use of the Service (a) violates these Terms or the other rules, guidelines, and policies of FLTA; (b) infringes the rights of any person or entity (including intellectual property rights); (c) gives rise to other legal liabilities; or (d) is harmful to FLTA, its Related Parties, or Users. FLTA may also terminate your User Account or restrict, suspend, or terminate your access to the Service if you fail to make timely payment of fees due, or if your User Account becomes inactive for an extended period of time. Upon any termination of your User Account, FLTA may, in its sole discretion and without notice or liability to you or any third party, delete any or all of your Contributions from servers owned or operated by FLTA. Upon any termination of your User Account, you agree to immediately pay FLTA any unpaid fees owed.

### **14. DISCLAIMER OF WARRANTIES**

FLTA MAKES EVERY ATTEMPT TO KEEP THE SERVICE SAFE, SECURE, AND FUNCTIONING PROPERLY; HOWEVER, YOU ACKNOWLEDGE AND AGREE THE SERVICE IS PROVIDED TO YOU AND ALL USERS “AS-IS” AND “AS AVAILABLE” WITH ALL FAULTS AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. FLTA AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, AGENTS, AND CONTRACTORS DISCLAIM TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE (INCLUDING ALL RELATED CONTENT, FEATURES, PRODUCTS, AND SERVICES), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF OR REGARDING: (A) MERCHANTABILITY; (B) FITNESS FOR A PARTICULAR PURPOSE; (C) THE QUALITY, TRUTH, ACCURACY, EFFECTIVENESS, OR COMPLETENESS OF ANY CONTENT POSTED, UPLOADED, DISPLAYED, PERFORMED, TRANSMITTED, COMMUNICATED, OR OTHERWISE DISTRIBUTED ON, VIA, OR IN CONNECTION WITH THE SERVICE; (D) THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SERVICE, INCLUDING ACCESS TO OR USE OF THE SERVICE AT PARTICULAR TIMES OR LOCATIONS OF YOUR CHOOSING; AND (E) THE NON-INFRINGEMENT OF THIRD-PARTY PROPRIETARY RIGHTS.

FLTA DOES NOT WARRANT OR GUARANTEE: (A) THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES, MALICIOUS SOFTWARE, OR OTHER HARMFUL COMPONENTS; (B) THAT ANY DEFECTS IN THE SERVICE WILL BE CORRECTED; (C) THAT THE SERVICE WILL BE COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE; (D) THAT THE SERVICE WILL CONTINUE TO BE MADE AVAILABLE; (E) THAT ANY PERSON USING THE SERVICE WILL BE THE PERSON THAT HE OR SHE REPRESENTS HIMSELF OR HERSELF TO BE; OR (F) THAT THE SERVICE WILL MEET YOUR EXPECTATIONS OR OBJECTIVES OR ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY.

YOU ACKNOWLEDGE AND AGREE THE SERVICE IS CONTROLLED AND OFFERED BY FLTA FROM ITS FACILITIES LOCATED IN THE UNITED STATES. FLTA MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICE IS APPROPRIATE OR AVAILABLE FOR USE IN ANY OTHER LOCATION OR JURISDICTION. ANY USER THAT ACCESSES OR USES THE SERVICE FROM ANY LOCATION OUTSIDE OF THE UNITED STATES DOES SO AT

THEIR SOLE RISK AND REMAINS SOLELY AND ENTIRELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LOCAL LAWS AND REGULATIONS.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IN SUCH STATES OR JURISDICTIONS SOME OF THE FOREGOING EXCLUSIONS MAY NOT APPLY TO YOU.

## **15. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL FLTA OR THE RELATED PARTIES OR THE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, AGENTS, AND CONTRACTORS OF FLTA AND THE RELATED PARTIES, BE LIABLE TO YOU, AND YOU AGREE NOT TO HOLD FLTA OR ANY OF THE FOREGOING PARTIES RESPONSIBLE FOR, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FROM PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF PRIVACY, LOSS OF GOODWILL OR REPUTATION, BUSINESS INTERRUPTION, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR REASONABLE CARE, OR ANY OTHER DAMAGES OR LOSSES RESULTING DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM YOUR ACCESS TO, USE OF, OR INABILITY TO USE THE SERVICE, AND SPECIFICALLY (A) ANY UNAUTHORIZED ACCESS TO OR USE OF FLTA'S SERVERS AND ANY PERSONAL, FINANCIAL, OR USER INFORMATION STORED ON SUCH SERVERS; (B) THE QUALITY, ACCURACY, EFFECTIVENESS, OR COMPLETENESS OF CONTENT POSTED, UPLOADED, LISTED, TRANSMITTED, COMMUNICATED, OR OTHERWISE DISTRIBUTED ON OR VIA THE SERVICE; (C) ANY REMOVAL, DELETION, LIMITATION, MODIFICATION, INTERRUPTION, SUSPENSION, DISCONTINUANCE, OR TERMINATION OF THE SERVICE OR ANY PARTICULAR CONTENT, INCLUDING YOUR CONTRIBUTIONS; (D) ANY VIRUSES, TROJAN HORSES, OTHER MALICIOUS SOFTWARE OR HARMFUL COMPONENTS WHICH MAY BE TRANSMITTED TO, THROUGH, OR IN CONNECTION WITH THE SERVICE; (E) THE CONTENT, ACTIONS, AND OMISSIONS OF FLTA'S MODERATORS, COACHES, EXPERTS, CONSULTANTS, STAFF, AND OTHER USERS; (F) ANY SUSPENSION, RESTRICTION, OR TERMINATION OF YOUR FLTA USER ACCOUNT AND PRIVILEGES; (G) ANY REAL OR PERCEIVED NEED BY YOU TO MODIFY YOUR PRACTICES OR BEHAVIOR, OR YOUR LOSS OF OR INABILITY TO DO BUSINESS AS A RESULT OF CHANGES TO THESE TERMS OR THE OTHER RULES, GUIDELINES, OR POLICIES OF FLTA; (H) ANY ACTION OR INACTION TO PREVENT, RESTRICT, REDRESS, OR REGULATE ANY CONTRIBUTIONS OR OTHER CONTENT, OR TO IMPLEMENT OTHER ENFORCEMENT MEASURES AGAINST ANY PARTICULAR USER, OR ANY USER'S CONDUCT OR VIOLATION OF THESE TERMS OR THE OTHER RULES, GUIDELINES, AND POLICIES OF FLTA; (I) ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY PERSON OR ENTITY; AND (J) ANY ACTS OR OMISSIONS CAUSED BY CIRCUMSTANCES BEYOND FLTA'S REASONABLE CONTROL, WHETHER ANY OF THE FOREGOING DAMAGES OR LOSSES ARE BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT FLTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR PERSONAL INJURY OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH STATES OR JURISDICTIONS, FLTA'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT WILL FLTA'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AGGREGATE AMOUNT OF FEES, IF ANY, ACTUALLY PAID BY YOU FOR ACCESS TO AND USE OF THE SERVICE. YOU HEREBY RELEASE FLTA AND THE RELATED PARTIES FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THIS LIMITATION. YOU AND FLTA AGREE THAT, REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, YOU MUST FILE ANY CLAIM OR ACTION ARISING OUT OF OR RELATING TO THE SERVICE OR

THE SUBJECT MATTER OF THESE TERMS WITHIN 1 YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES, OTHERWISE SUCH CLAIM OR ACTION WILL BE PERMANENTLY BARRED.

## **16. FORCE MAJEURE**

FLTA will not be liable to you for any loss or damage arising out of or relating to any delay or failure to perform under these Terms if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond FLTA's reasonable control and without FLTA's negligence, including, but not limited to: (a) any fire, flood, earthquake, or other natural disaster; (b) war, riot, or order of governmental authority; (c) labor dispute or any order, regulation, ruling, or action of any labor union or association affecting FLTA or the industry in which it is engaged; (d) delay in the delivery of materials and supplies or the general unavailability of materials and supplies; (e) casualty, accident, illness, pandemic, epidemic, or widespread communicable disease (including COVID-19), or incapacity; (f) power failure, failure of computer systems or other equipment, or other Internet, network, or communications outages, interruptions, or disturbances; (g) delay in performance by any of FLTA's Related Parties; or (h) any other cause which prevents FLTA from performing under these Terms.

## **17. COPYRIGHT POLICY**

FLTA is under no obligation to monitor any Contributions Shared with FLTA for unlawful or unauthorized content. However, FLTA respects and seeks to preserve the copyright and proprietary interests of its Users. Accordingly, if you believe any Content on the Service infringes your copyrights, then you may submit a written notification to FLTA in accordance with the Digital Millennium Copyright Act ("DMCA") that includes the following [see 17 U.S.C. § 512(c)(3) for additional details]: (a) your signature (either physical or electronic) or that of a person under penalty of perjury authorized to act on your behalf; (b) clear identification of the copyrighted work allegedly infringed; (c) clear identification of the Content that is allegedly infringing your copyrights and information reasonably sufficient to permit FLTA to locate the Content; (d) information reasonably sufficient to permit FLTA to contact you (e.g., name, address, telephone number, and email address); (e) a statement by you that the use of the Content in the manner complained of is not authorized by you or permitted under applicable law; and (f) a statement by you that the information in your notification is accurate in all material respects. If you fail to comply with the foregoing requirements, your DMCA notice may not be valid. Any notices of claimed infringement should be sent to FLTA's copyright agent at [copyright@ship30for30.com](mailto:copyright@ship30for30.com). For the avoidance of doubt, only DMCA notices should be sent to the copyright agent. All other feedback, inquiries, or other communications should be directed to FLTA at [hello@ship30for30.com](mailto:hello@ship30for30.com).

Upon receipt of a notice that complies with the DMCA, FLTA will remove or block access to such allegedly-infringing Content and will give notice of the claimed infringement to the User who Shared such Content.

## **COUNTER-NOTICES**

If you believe that any of your Contributions that may have been removed in response to a DMCA notice is not infringing, or that you possess the requisite authority from the copyright owner or under applicable law to Share such Contributions, then you may send a counter-notice to FLTA's copyright agent including the following: (a) your signature (either physical or electronic); (b) clear identification of the Content that has been removed and the location at which the Content was displayed or appeared prior to its removal; (c) a statement by you that the Content was removed as a result of mistake or a misidentification; (d) a statement that you consent to the jurisdiction of the federal courts located in Miami-Dade County, Florida,

and a statement that you will accept service of process from the person who provided notification of the alleged infringement; and (e) your name, address, telephone number, and email address. All DMCA notices and counter-notices must meet the then-current statutory requirements of the DMCA (see <http://www.loc.gov/copyright/> for details).

If a counter-notice is received by the copyright agent, FLTA shall send a copy of the counter-notice to the original complaining party informing that party that FLTA may restore the removed Content in 10 business days unless the original complaining party files an action seeking a court order against the alleged infringer.

FLTA RECOMMENDS THAT YOU CONSULT WITH AN ATTORNEY PRIOR TO SUBMITTING A DMCA NOTICE OR COUNTER-NOTICE, AS THERE CAN BE PENALTIES FOR FALSE CLAIMS UNDER THE DMCA.

Please be advised, notices and counter-notices under this Section 17 are legal notices distinct from other Service communications and are not subject to FLTA's Privacy Policy. FLTA may share such notices and counter-notices with third parties in FLTA's sole discretion.

## **18. TRADEMARK POLICY**

If you believe any trademark or service mark owned or controlled by you is being infringed by any other User of the Service, please contact FLTA's trademark agent at [trademark@ship30for30.com](mailto:trademark@ship30for30.com) and include the following: (a) your signature (either physical or electronic) or that of a person under penalty of perjury authorized to act on your behalf; (b) clear identification of the mark allegedly infringed, and if the mark is registered, provide the registration number and country of registration; (c) clear identification of the mark that is allegedly infringing and information reasonably sufficient to permit FLTA to locate the mark; (d) information reasonably sufficient to permit FLTA to contact you (e.g., name, address, telephone number, and email address); (e) a statement by you that the use of the mark in the manner complained of is not authorized by you or permitted under applicable law; and (f) a statement by you that the information in your notification is accurate in all material respects.

Upon FLTA's receipt of any such notice from you, FLTA will remove or block access to such content and serve notice of trademark infringement to the User Sharing the allegedly infringing mark. If such User sends FLTA's trademark agent a counter-notice, FLTA will forward a copy of the counter-notice to the original complaining party informing that person that FLTA may restore the removed mark in 10 business days unless the original complaining party files an action seeking a court order against the alleged infringer.

Please be advised, notices and counter-notices under this Section 18 are legal notices distinct from other Service communications and are not subject to FLTA's Privacy Policy. FLTA may share such notices and counter-notices with third parties in FLTA's sole discretion.

## **19. NOTICES**

The email address you provide in your User Account will be used by FLTA to send you notices pursuant to these Terms, as required by applicable law, and generally regarding your User Account, the Service, and as otherwise permitted under these Terms. You consent to receive all notices and communications pertaining to your access to and use of the Service by email. You acknowledge and agree that any such notices sent by FLTA to you via email satisfy any legal requirement that such notices be made in writing.

You also agree that FLTA may respond to any communication you send to FLTA with an electronic communication, regardless of whether your original communication with FLTA was an electronic communication or not. Any email FLTA sends to you will be considered received within 2 calendar days of the date such communication is sent by computer servers utilized by FLTA to the email address you designate in your User Account. To the extent permissible under applicable law, any email you send to FLTA will not be effective until FLTA has had a reasonable opportunity to act on the communication.

## **20. USER COMMENTS AND SUGGESTIONS**

FLTA encourages its Users to work collaboratively to keep the Service safe and working properly. Please report any problems, offensive Content, or violations of these Terms or FLTA's other rules, guidelines, and policies to: [hello@ship30for30.com](mailto:hello@ship30for30.com). User feedback is very important to FLTA. FLTA may, from time to time, solicit Contributions from you containing your feedback, comments, ideas, and suggestions about the Service. Any such communications may be sent to FLTA at: [hello@ship30for30.com](mailto:hello@ship30for30.com). Please note that by doing so, you grant FLTA permission to disclose such Contributions on a non-confidential basis and to use such Contributions without further notice or compensation to you. By sending such Contributions you grant FLTA an irrevocable, perpetual, royalty-free, sublicensable, worldwide license of all intellectual property and other rights comprising such Contributions, and you waive any claim against FLTA based on moral rights, breach of implied contract, unfair competition, breach of confidentiality, or any other legal theory. FLTA is under no obligation to respond to you in connection with any feedback, comments, ideas, or suggestions you may provide. You will at all times remain responsible for the content of any such Contributions you provide to FLTA.

## **21. MISCELLANEOUS**

These Terms, along with any other legal notices published by FLTA on the Service, constitute the entire agreement between you and FLTA relating to the subject matter of these Terms and supersede any prior agreements, written or oral, between you and FLTA relating to the subject matter of these Terms. You acknowledge and agree the Service along with these Terms and FLTA's other rules, guidelines, and policies will be governed by and construed in accordance with federal law and, to the extent not preempted by federal law, the internal substantive laws of the State of Florida without regard to its conflict of laws principles. The Service will be deemed a passive Service that does not give rise to any personal jurisdiction over FLTA, either specific or general, in any state other than the State of Florida. You agree that exclusive jurisdiction over any claim or dispute with FLTA arising out of or relating to these Terms or your access to or use of (or inability to use) the Service will be decided in the federal and state courts located in Hillsborough County, Florida. You agree to not plead that Hillsborough County, Florida is an inconvenient forum in connection with any such claim or dispute. If any provision contained in these Terms is deemed invalid or unenforceable by a court of competent jurisdiction, then the invalidity or unenforceability of such provision will not affect the validity or enforceability of the remaining provisions of these Terms, all of which will remain in full force and effect. No waiver of any provision of these Terms will be deemed a further or continuing waiver of such provision or any other provision, and FLTA's failure to assert any right under these Terms will not constitute a waiver of such right. No agency, partnership, joint venture, employment, or franchise relationship is intended to be or is created by these Terms. You acknowledge and agree Sections 2-8 (inclusive) and 10-21 (inclusive) of these Terms, along with any other provisions which survive termination according to their express terms, or which may reasonably be interpreted or construed as surviving termination, will survive any termination of these Terms or any termination of your right to use the FLTA Service. You may not assign these Terms, in whole or in part, or delegate any of your responsibilities under these Terms to any third party. Any such attempted assignment or delegation will

not be recognized by FLTA unless consented to by FLTA in writing, which consent may be granted or withheld by FLTA in its sole discretion. FLTA may, at any time and in its sole discretion, assign these Terms, in whole or in part, or delegate any of its rights and responsibilities under these Terms to any third party or entity.

YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND AGREE TO BE BOUND HEREBY AND HAVE BEEN AFFORDED AN OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY WITH REGARD TO YOUR RIGHTS AND OBLIGATIONS UNDER THESE TERMS AND HAVE EITHER SOUGHT OR REFUSED SUCH COUNSEL.

LAST UPDATED: August 19, 2024