

DELETE THE DIVIDE TERMS OF USE

Thank you for visiting our Website. This Website is operated by Delete the Divide ("DTD", "we", "us", "our", or "ourselves") with respect to your online donation payment on DTD's Website. We ask that you carefully review the body of these Terms of Use and all documents linked from the body of these Terms of Use (collectively, "Terms of Use") before using our Website. These Terms of Use establish a binding license agreement that governs your use of this Website. You agree to be bound by all portions of these Terms of Use applicable to any manner in which you use this Website. If you do not agree to these Terms of Use you may not use this Website.

Please review our [Privacy & Security Notice](#) which also governs your use of our Website. The [Privacy & Security Notice](#) is incorporated into the body of these Terms of Use. In addition, the [Terms of Payment](#) also apply separately to every single donation that you make.

Once you confirm to us through the Website that you wish to proceed with your donation, your transaction will be processed through our payment services provider, Fidelity Information Services (FIS). By confirming that you wish to proceed with your donation, you authorize FIS to request funds from your credit, debit, or e-check banking provider. Before we can process a donation, you must provide us with (i) your name, address, phone number, and email address; along with (ii) details of either the credit or debit card or e-check that you wish to use to fund the donation. We will use this information to process your donation. It is your responsibility to ensure you have provided us with the correct information. When you submit your payment details, these details will be transferred to our payment provider, FIS, and your payment data will be collected and processed securely by them.

Unless otherwise noted, all contents of this Website, including, without limitation, all text, programs, products, processes, technology, information, content, and other materials, together with all copyrights, trademarks, trade dress, and/or other intellectual property therein (collectively, "Contents"), and the compilation (meaning the collection, arrangement, and assembly) are owned by us, or by third parties who have licensed such Contents to us. Such Contents are protected by the U.S. and international copyright laws. We, on behalf of ourselves and our licensors, expressly reserve all rights, including, without limitation, intellectual property rights, in this Website and all Contents and compilation of Contents from time to time available on this Website. Access to this Website does not confer, and shall not be considered as conferring, upon you or any other user of the Website any license or other rights to the Website, the Contents, or the compilation of Contents.

We provide this Website to you on an "as is" basis without any warranties of any kind, whether express or implied. To the extent permissible under applicable law, we hereby

disclaim all warranties, express or implied, including but not limited to, warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Without limiting the foregoing, we do not make any representations or warranties that (a) the information or other materials available on our Website will be error-free, (b) defects in our Website will be corrected, (c) our Website or its servers are free of viruses or other harmful components and/or (d) our Website will be secure, accessible continuously and without interruption. Further, we do not make any representations or warranties regarding the use, accuracy, reliability, and/or completeness of the information or other materials available on our Website.

We may provide links from our Website to other sites as a convenience to our visitors. We have no control over the content posted at those linked sites, all of which have separate terms of use and privacy policies. We make no representations about the use, accuracy, reliability, and/or completeness of any information or other material available thereon. Links to the third-party sites are not intended to and do not imply affiliation with or sponsorship or endorsement of these sites or the third parties operating such sites. Once you link to another site, you are subject to the terms of use and privacy and security policy of that site and use that site at your own risk.

We have not reviewed all the third-party sites linked to or framing this Website and are not responsible for the contents of any pages contained on such third-party sites. By entering this Website you acknowledge and agree that Department has not reviewed all the third-party sites linked to or framed this Website and is not responsible for the content of any pages of such third-party sites. We do not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you may have or might be requested to give to any third party, and you hereby irrevocably waive any claim against us to such third-party sites and their content. Your linking to any sites or any other pages connected to such sites is at your own risk.

We do not accept any liability for any conduct, acts, or omissions occurring at this Website. Under no circumstances will we be liable to you for any consequential, incidental, or special damages, including any lost profits or loss of data, even if you claim to have notified us about such damages, or for any claims by any third parties.

You agree to indemnify, defend, and hold us harmless, at your own expense, from and against any liability, fees (including attorney's fees), and/or costs arising out of or relating to your breach or violation of the Terms of Use.

You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to the Terms of Use or the ownership, operation, or maintenance of this Website shall be resolved exclusively in the appropriate state or, where subject matter jurisdiction is appropriate, a federal court in the County of Los Angeles,

California. All such disputes shall be governed by and construed under the laws of the State of California.

You agree that we may modify these Terms of Use at our sole discretion, without notice to you, and that your right to access this Website is conditioned upon Your compliance with the most current version of these Terms of Use. You further agree that we may modify all or any portion of this Website and/or any service available on this Website without notice or cause at any time.

We may terminate all or any portion of these Terms of Use and/or all or any portion of this Website without notice or cause at any time. You agree not to use all the applicable portions of this Website for any reason if at any time we terminate your access to all or any portion of this Website, we terminate all or any portion of these Terms of Use, or you do not agree to all or any portion of these Terms of Use. If you do not agree to these Terms of Use, the [Privacy & Security Notice](#), or [Terms of Payment](#), you must immediately cease using this Website.

These Terms of Use constitute the entire agreement between you and us relating to your access to and use of this Website and supersede any prior or contemporaneous representations or agreements. These Terms of Use shall govern our legal rights and obligations. Any rights not otherwise expressly granted by these Terms of Use are reserved by us. This Agreement may not be modified, either expressly or by implication, except as set forth above.

If any provision of these Terms of Use is deemed invalid or for some reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not in any way affect the validity or enforceability of the remainder of these Terms of Use not deemed invalid or unenforceable.

Updated: November 30, 2021