

## **Terms of Service**

**Effective June 1, 2017**

Welcome to the Lifestance in Later Years ("**LiLY**") website.

These Terms of Service ("**Terms**") govern your access to and use of our websites and any other associated online and digital services (the "**Site**"), together with any content, features, functionality, programs, information, text, graphics, resources or other materials provided on or through the Site (collectively referred to as "**Content**"). Your access to and use of the Site is conditioned on your acceptance of and compliance with these Terms. By accessing or using the Site you agree to be bound by these Terms. These Terms apply exclusively to your access to and use of LiLY's Site, and do not alter any other agreement you may have with LiLY. When we use the term "**LiLY**" or "**we**," "**us**" or "**our**", we mean to refer to Lifestance in Later Years, Inc.

### **Privacy**

LiLY respects your privacy. For information about LiLY's data collection and usage practices, please read LiLY's Privacy Policy [http://lifestance-in-later-years.org/wp-content/uploads/2017/06/LiLY\\_privacy.pdf](http://lifestance-in-later-years.org/wp-content/uploads/2017/06/LiLY_privacy.pdf) which is hereby incorporated into these Terms. This policy explains how LiLY treats any personal information that you may provide to us in using the Site. The policy may be updated from time to time at our discretion. Changes to the Privacy Policy will be effective upon posting to the Site, unless otherwise indicated.

### **Third Party Sites and Links**

The Site may contain links or references to other websites and services maintained by third parties over whom LiLY has no control. Similarly, the Site may be accessed from third party links over which LiLY has no control. LiLY makes no warranties or representations of any kind as to the accuracy, currency, or completeness of any information contained in such websites or services and shall have no liability for any damages or injuries of any kind arising from such content or information. Inclusion of any third party link does not imply an endorsement or recommendation by LiLY. If you decide to access any third-party websites or services, you do so entirely at your own risk, and you may be subject to the terms and conditions and privacy policies of such websites and services.

### **Copyright Notice**

The Site and Content are subject to copyright protection. The Site and/or Content may not be copied other than for noncommercial individual reference with all copyright or other proprietary notices retained, and thereafter may not be recopied, reproduced or otherwise redistributed. Except as expressly provided above, you may not otherwise copy, display, download, distribute, modify, reproduce, republish or retransmit the Content or any portion thereof in any electronic medium or in hard copy, or create any derivative work based on such Content, without the express written consent of LiLY. Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or right under any intellectual property of LiLY or any third party.

### **User Conduct**

You hereby agree that: (a) you will not interfere with or disrupt, or attempt to interfere with or disrupt, the operation of the Site; (b) you will not knowingly transmit any material, computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (c) you will not remove, alter, interfere with, or circumvent any security mechanism, content protection, or access control measure associated with the Site or the Content; (d) you will provide accurate and current information about you or anyone else, you will not provide false information about you or anyone else, and you will not impersonate or appear to impersonate anyone else or otherwise misrepresent your affiliation with any person or entity; (e) you will not submit or transmit any information, forms or other documents that contain content that you do not have the right to transmit, is inappropriate, irrelevant, constitutes or encourages criminal conduct or results in civil liability, or

infringes the rights of any party; and (f) you will use the Site and the Content at all times in compliance with these Terms and all applicable laws.

### **Charitable Solicitation Disclosures**

LiLY was formed in the State of New York. A copy of our latest financial report, registration, and a description of our programs and activities may be obtained by contacting us at: P.O. Box 250402 New York, NY 10025, or info@L-i-L-Y.org. Alternatively, you may obtain financial information directly from the New York State agency by contacting the Attorney General Charities Bureau, 120 Broadway, 3rd Floor, New York, NY 10271.

### **Limitation of Liability**

You agree that access to and use of the Site is at your own risk. THE WEBSITE (AND ANY PORTION OF THE WEBSITE, INCLUDING CONTENT) IS PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS." TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LILY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Without limiting the foregoing, LiLY makes no warranties or representations of any kind as to accuracy, currency or completeness of any content and assumes no liability or responsibility for: (i) any errors, mistakes, unreliability, or inaccuracies of Content; (ii) your submission to LiLY of the personal information of yourself or others; (iii) loss or damage of any kind incurred as a result of your access to or use of the Site or Content; (iv) unauthorized access to or use of LiLY's servers and/or any and all personal information stored therein; (v) any interruption or cessation of transmission to or from the Site; or (vi) bugs, viruses, or the like which may be transmitted to or through the Site by any third party.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LiLY AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR ACCESS TO OR USE OF THE WEBSITE OR ANY PARTS THEREOF. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF LILY AND/OR ITS AFFILIATES RESULTING FROM YOUR USE OF THE WEBSITE OR ANY PARTS THEREOF EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00).

### **Indemnification**

You agree to indemnify, defend and hold harmless LiLY, its officers, directors, employees, agents, suppliers and third party partners from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from your negligence, fraud, willful misconduct, or other violation by you of these Terms. Your indemnification obligation will survive the termination of these Terms and your use of the Site.

### **Electronic Signatures**

In the course of using this Site or receiving materials or services from us, you may be asked to consent to be bound by various agreements, including but not limited to these Terms and consent forms. If in connection with your use of the Site, you select an "I agree" (or similar) checkbox or otherwise provide your consent through electronic means, you thereby agree that such action constitutes an electronic signature as defined by the Electronic Signatures in Global and National Commerce Act ("**E-Sign**") and the Uniform Electronic Transactions Act ("**UETA**") or any variation of such electronic signature law adopted in any jurisdiction and that you have formed, executed, entered into, accepted the terms of, and otherwise authenticated the relevant terms or policies and acknowledged and agreed that such agreements are an electronic record for purposes of E-Sign and UETA and as such is completely valid, have legal effect, are enforceable, and are binding on, and non-refutable by you and the individual or other entity on whose behalf you are acting. You further represent and warrant that you have the legal right, power and authority enter into such agreement on behalf of yourself and the individual or other entity on whose behalf you are acting while participating in the Site.

## **Governing Law & Binding Arbitration**

Although the information available on the Site is accessible to users outside of the U.S., the Site is intended for use only by residents of the U.S. These Terms and your use of the Site shall be governed by the laws of the United States of America and the State of New York without regard to its conflicts of laws principles. If you are not a U.S. resident, you acknowledge, understand and agree that you use the Site on your own initiative and at your own risk and that it is your responsibility (and not ours) to make sure that your use of the Site complies with all applicable laws in the jurisdiction from which you access or use the Site. For any claim related to the Terms or the Site, excluding claims for injunctive or other equitable relief, where the total amount sought is less than ten thousand U.S. Dollars (\$10,000.00 USD), either LiLY or You may elect at any point in or during a dispute or proceeding to resolve the claim through binding non-appearance-based arbitration. A party electing arbitration shall initiate it through an established alternative dispute resolution ("**ADR**") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted, at the option of the party seeking relief, by telephone, online, or based solely on written submissions; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Any other legal action or proceeding related to the Site shall be brought exclusively in a federal or state court of competent jurisdiction sitting in New York.

## **Miscellaneous**

If any provision of this Agreement is held to be unlawful, void or unenforceable, then such provision shall be severable without affecting the enforceability of all remaining provisions. LiLY reserves the right to alter or delete Content from the Site at any time at its discretion without notice.

## **Revisions**

While we may revise these Terms from time to time, the most current version will be available at [http://lifeforce-in-later-years.org/wp-content/uploads/2017/06/LiLY\\_terms.pdf](http://lifeforce-in-later-years.org/wp-content/uploads/2017/06/LiLY_terms.pdf). All such revisions will be effective upon notice given by means of posting the revised Terms on the Site. If the revision, in our sole discretion, is material, we may notify you via any contact information that you have provided through using the Site. By continuing to access or use the Site after those revisions become effective, you agree to be bound by the revised Terms.

## **Contact**

If you have any questions about these Terms, please contact us: [info@L-i-L-Y.org].