

Terms & Conditions of Use

Below are Charitable Heroes, L3C Terms of Use.

Date of Last Revision: November 26, 2013

PLEASE READ THESE TERMS AND CONDITIONS OF USE ("**TERMS OF USE**") CAREFULLY. BY ACCESSING OR USING THIS WEB SITE, PURCHASING PRODUCTS OR THE SUBSCRIPTION SERVICES, OR CLICKING THAT YOU AGREE WHEN PROMPTED BY CHARITABLE HEROES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE.

Welcome to Charitable Heroes! Charitable Heroes.org (the "**Site**") provides our users with online tools designed to facilitate and share the experience of our educational competition which seeks to inspire and support all our participants to be more philanthropic. These Terms of Use protect the legal interests of Charitable Heroes, our users and our third party vendors.

This Site is owned and operated by Charitable Heroes, L3C. and our respective employees, agents, affiliates and contractors (collectively, "**Charitable Heroes**"). These Terms of Use apply to your access to and use of the Site, the Subscription Services (as defined below) and any other online services provided by Charitable Heroes (the "**Services**"). These Terms of Use also apply to your use of the Services to purchase products ("**Products**") through Charitable Heroes's approved third party vendors and retailers ("**Charitable Heroes Vendors**").

Your use of the Services and your purchase of Products is expressly conditioned upon your agreement to these Terms of Use. If you do not consent to these Terms of Use, you are not permitted to use Charitable Heroes or any Charitable Heroes Services. If you access the Services on behalf of a company or other entity, you warrant that you are an authorized representative of such company or entity with the right to bind such company or entity to these Terms of Use.

These Terms of Use contain provisions that govern how claims that you and Charitable Heroes have against each other are resolved (see Section 15 — Dispute Resolution). These Terms of Use also contain provisions requiring you to resolve certain disputes or claims relating to your use of the Services by binding arbitration, rather than in court. If you do not consent to such terms, you are not permitted to use the Charitable Heroes Services.

Charitable Heroes reserves the right to change, modify, revise or otherwise amend any provision of these Terms of Use, and any other terms, policies or guidelines governing your use of the Services, at any time at its sole discretion by providing notice that the Terms of Use have been modified. Such notice may be provided by sending an email, or by posting a notice on the Site, or by posting the revised Terms of Use on the Site and revising the date at the top of these Terms of Use or by such other form of notice as determined by Charitable Heroes. Your continued use of the Services, or your purchase of any Products or the Services following the posting of the revised Terms of Use or other notice will constitute your acceptance of such changes or modifications. Otherwise, any changes or modifications will be effective within thirty (30) days of the posting of the revisions on the Site unless you notify Charitable Heroes within such thirty (30) days that you do not agree to the changes and stop using the Services. Therefore, you should review these Terms of Use whenever you access the Services and at least every thirty (30) days to make sure that you understand the terms and conditions that will apply to your use of the Services.

Our [Privacy Policy](#) provides information on how Charitable Heroes collects, uses and discloses information from all users of the Services and/or information obtained through your purchase of Products through the Services.

A. GENERAL TERMS

1. Additional Policies

These Terms of Use and the following additional Charitable Heroes terms and policies (as applicable) together constitute a binding agreement between you and Charitable Heroes. All such additional policies are incorporated into these Terms of Use as applicable and collectively govern your use of the Services and/or purchase of Products.

Terms of Sale

Our Terms of Sale set forth in Section B below contain additional terms, conditions and policies applicable to your purchase of Products through the Services. By ordering Products through the Services, you agree to be bound by and accept the Terms of Sale.

2. License

The Charitable Heroes Services and all images, software, platforms, tools, graphics, data, text, code, the Charitable Heroes Marks (as defined below) and other content and materials available on the Services (excluding User Content) and the selection and arrangement thereof (collectively, the **"Charitable Heroes Materials"**) are the property of Charitable Heroes or its third party licensors and are protected by United States and international intellectual property laws.

Charitable Heroes hereby grants you a limited, non-transferable, non-sublicensable, revocable license to access and use the Charitable Heroes Materials solely in accordance with these Terms of Use. Except for the limited licenses granted hereunder, Charitable Heroes reserves all rights not expressly granted and no such additional rights may be implied.

You acknowledge that (i) all right, title and interest in and to the Charitable Heroes Materials, including all patents, copyrights, trade secrets, trademarks and other proprietary rights embodied therein or associated therewith, are and will remain with Charitable Heroes or its third party licensors; (ii) no right or interest in the Charitable Heroes Materials is conveyed other than the limited licenses granted herein; (iii) the Charitable Heroes Materials are protected by copyright and other intellectual property laws; and (iv) Charitable Heroes asserts that the Charitable Heroes Materials embody valuable confidential and secret information of Charitable Heroes or its licensors, the development of which required the expenditure of considerable time and money.

3. Charitable Heroes Marks

You acknowledge that "CHARITABLE HEROES", the Charitable Heroes logo, the look and feel of the Services, and any other Product or Service names, logos or slogans of Charitable Heroes contained in the Services are trademarks of Charitable Heroes (collectively, the **"Charitable Heroes Marks"**) and may not be copied, imitated or used without the prior written permission of Charitable Heroes. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Services are the property of their respective owners.

Charitable Heroes may provide users with tools to download the Charitable Heroes Marks via the Services. If you download or otherwise obtain the Charitable Heroes Marks using such tools, Charitable Heroes grants you a limited right to (i) use the Charitable Heroes Marks for the sole purpose of referencing the Services and (ii) to use only those Charitable Heroes Marks that are

made available to you by Charitable Heroes through such tools. Your use of any Charitable Heroes Marks must be consistent with the size, dimensions, color and other characteristics of the Charitable Heroes Marks and consistent with any other policies concerning the Charitable Heroes Marks that we may post on the Site or otherwise make available through the Services from time to time. You may not (i) alter or change the appearance of the Charitable Heroes Marks, (ii) use the Charitable Heroes Marks in any manner that suggests Charitable Heroes sponsors or endorses a product, service, promotion, contest, or (iii) use the Charitable Heroes Marks for any other purpose deemed by Charitable Heroes to be inappropriate. Charitable Heroes has the right to revoke your right to use the Charitable Heroes Marks at any time at our sole discretion.

4. Restrictions

You agree that you will not (i) modify or alter the Charitable Heroes Materials; (ii) create derivative works of the Charitable Heroes Materials; (iii) decompile, disassemble, decode or reverse engineer the Charitable Heroes Materials, translate the Charitable Heroes Materials or otherwise attempt to learn the source code, structure, algorithms or internal ideas underlying the Charitable Heroes Materials or reduce the Charitable Heroes Materials by any other means to a human-perceivable form; or (iv) bypass, delete or disable any copy protection mechanisms or any security mechanisms in the Charitable Heroes Materials.

Except as otherwise expressly permitted herein, you may not use the Services or the Charitable Heroes Materials to engage in any of the following prohibited activities:

the collection, copying or distribution of any portion of the Charitable Heroes Materials; any resale, commercial use, commercial exploitation, distribution, public performance or public display of the Services or the Charitable Heroes Materials; modifying or otherwise making any derivative uses of the Services or the Charitable Heroes Materials; scraping or otherwise using any data mining, robots or similar data gathering or extraction methods on or in connection with the Services; with the exception of Media made available by users for download, the downloading of any portion of the Charitable Heroes Materials or any information contained therein; or any use of the Services or the Charitable Heroes Materials other than for their intended purposes.

Any use of the Services or of any Charitable Heroes Materials other than as specifically authorized herein, without the express prior written permission of Charitable Heroes, the applicable Charitable Heroes user or the Content Owner, is strictly prohibited. Any such unauthorized use will result in the immediate termination of your rights under these Terms of Use and will constitute a breach of the license granted herein.

5. Hyperlinks

You may create a text hyperlink to the Site, provided such link does not portray Charitable Heroes or any of its Products or Services in a false, misleading, derogatory or otherwise defamatory manner. This limited right may be revoked by Charitable Heroes at any time. You may not frame the Site or utilize framing techniques to enclose the Site, Charitable Heroes Materials, Charitable Heroes Marks or other proprietary information without Charitable Heroes express prior written consent.

As a part of the Services, we may provide you with access to and use of certain personalized pages and corresponding web addresses ("**URLs**") that you may customize. Charitable Heroes does not guarantee the availability of any particular web page or URL and reserves the right, at

any time and at our sole discretion, to reclaim, suspend, terminate and/or transfer any such web page or URL.

6. User Content

The Services may enable you to upload, post and transmit Photos and Videos to the Site or other portions of the Services and also provide you with access to discussion forums, blogs and other interactive areas in which you or other users may post or transmit Photos, Videos, text, music, messages, information or other content or materials (collectively, including Media, the **"User Content"**). You retain all intellectual property rights in and to any User Content you post, upload or otherwise make available through the Services, including the copyright in and to your Media. Charitable Heroes does not claim any ownership, right, title or interest in and to your User Content.

Notwithstanding the foregoing, by uploading and/or posting any User Content to the Site or otherwise by using the Services, you grant Charitable Heroes a perpetual, nonexclusive and royalty-free right to use the User Content (and the user name that is submitted in connection with such User Content) as is reasonably necessary in order to enable Charitable Heroes to provide the Services, including to display the User Content on the Services, to facilitate (at the Content Owner's direction) the license of Photos, or to process the sale of Products through the Services.

You represent and warrant that (i) you own or otherwise control all of the rights to the User Content that you post or transmit, or you otherwise have the right to post, use, display, distribute and reproduce such User Content and to grant the rights granted herein; (ii) the User Content you supply is accurate and not misleading; and (iii) the use and posting of the User Content you supply does not violate these Terms of Use and will not violate any rights of or cause injury to any person or entity.

7. Acceptable Use; Disclaimer

You are solely responsible for the User Content that you post or transmit using the Services and you agree not to post, transmit or otherwise publish through the Services any of the following: User Content that is unlawful, defamatory, obscene, pornographic, indecent, lewd, sexually suggestive, hateful, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable or harmful, including without limitation: Photos, Videos or other User Content containing nudity that would be unacceptable in a public museum where minors visit;

User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, endanger national security, or that would otherwise create liability or violate any local, state, national or international law;

User Content that may infringe or violate any patent, trademark, trade secret, copyright or other intellectual or other proprietary right of any party;

User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity; unsolicited promotions, political campaigning, advertising or solicitations; private information of any third party, including, without limitation: addresses, phone numbers, email addresses, social security numbers and credit card numbers; viruses, corrupted data or other harmful, disruptive or destructive files; and User Content that, in the sole judgment of Charitable Heroes, is objectionable, harmful or which restricts or inhibits

any other person from using or enjoying the Services, or which may expose Charitable Heroes or its users to any harm or liability of any nature.

Although we prohibit certain activities in these Terms of Use, Charitable Heroes does not make any representation or warranty that the User Content you may encounter through your use of the Services complies with these acceptable use provisions or the Terms of Use. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK. These Terms of Use do not create any private right of action on the part of any third party or any reasonable expectation that the Services will not contain any content that is prohibited by these acceptable use provisions.

Charitable Heroes reserves the right (but is not obligated) to (i) review or screen any User Content submitted to the Site or otherwise submitted through the Services; (ii) edit any User Content posted on the Services; and/or (iii) remove any User Content from the Services for any reason, at any time, without prior notice, at our sole discretion. Charitable Heroes will have no liability or responsibility to users of the Charitable Heroes Services or any other person or entity for performance or nonperformance of such activities. Charitable Heroes's enforcement of the acceptable use provisions set forth in these Terms of Use with respect to User Content in some instances does not constitute a waiver of our right to enforce such provisions in other instances involving similar User Content.

8. Your Account

Certain activities on the Services may require you to register and create an account. **In order to create an account, you must be 18 years of age or older. Any one who wants to use our services under 18 needs guardian consent.** By registering for an account, you represent and warrant that you are at least 18 years of age and that all information you provide in the registration form ("**Registration Data**") is complete and accurate. Charitable Heroes reserves the right to refuse access to the Services to anyone at any time, with or without cause at its sole discretion. You agree to keep your registered email addresses and other Registration Data current and complete, as Charitable Heroes may send important notices about your account from time to time. By registering for an account, you consent to receive communications from Charitable Heroes about the Services by email and/or system messages consistent with the terms of our Privacy Policy.

9. Account Security

You are solely responsible for maintaining the confidentiality of the passwords associated with your account and for restricting access to your passwords and physical access to your computer while logged into the Services. You accept responsibility for all activities that occur under your user account.

User Content that you post, upload or otherwise make available via the Services may be accessed, used and downloaded by other Charitable Heroes users. You understand and acknowledge that any User Content contained in public areas of the Services, including any user galleries or other portions of the Services, is accessible to the public and could be accessed, downloaded, indexed, archived, linked to and republished by others including, without limitation, appearing on other websites and in search engine results. Charitable Heroes provides security options and settings for your content available in the settings section of your applicable user account (the "**Account Settings**"), including the ability for you to designate certain portions of your account as unlisted, private, hidden or password-protected.

We use commercially reasonable security measures to protect your account and User Content consistent with your Account Settings. We cannot, however, guarantee absolute security of your account, your User Content or the Registration Data we collect, and we cannot promise that our security measures will prevent third party "hackers" from illegally accessing the Services or their contents. Charitable Heroes is not responsible or liable for any third party access to or use of the User Content you post or your Registration Data. You are encouraged to read, understand and use the security settings and mechanisms in your Account Settings to manage how your User Content is accessed and used by the public and other users of the Services. You agree to immediately notify Charitable Heroes of any unauthorized use of your account or passwords or any other breach of security, and you accept all risks of unauthorized access to the Registration Data, User Content and any other information you provide to Charitable Heroes.

10. Third Party Services

Charitable Heroes may make third party content and services available on or through the Services ("**Third Party Services**") solely as a convenience to its users (for example, links to third party websites, software and other services). When you leave the Charitable Heroes Services, you should be aware that these Terms of Use and all other Charitable Heroes policies no longer govern your use of such websites and services or any content contained thereon. Charitable Heroes does not imply affiliation, approval, or control of any Third Party Services by making such Third Party Services available via the Charitable Heroes Services. Charitable Heroes makes no claim or representation regarding, and accepts no responsibility for, the quality, accuracy, nature, ownership or reliability of Third Party Services. YOUR USE OF ANY SUCH THIRD PARTY SERVICES IS SOLELY AT YOUR OWN RISK AND SUBJECT TO THE APPLICABLE TERMS AND CONDITIONS AND PRIVACY POLICIES APPLICABLE TO SUCH THIRD PARTY SERVICES.

11. Advertisements and Promotions

The Services may contain third party advertisements and promotions generated or posted by Charitable Heroes users, Charitable Heroes Vendors or other third party service providers. Your business dealings or interactions with any third parties, including the Charitable Heroes users or Charitable Heroes Vendors, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. Charitable Heroes does not endorse, approve, or control any such products, services, advertising or promotions posted to the Services by its users or the Charitable Heroes Vendors. Charitable Heroes is not responsible or liable for any loss or damage of any kind incurred as the result of your direct dealings with Charitable Heroes users or a Charitable Heroes Vendor or otherwise resulting from the presence of advertisements for third party products and services included on the Services.

12. DISCLAIMER OF WARRANTIES

THE SITE, SERVICES, THE CHARITABLE HEROES MATERIALS, AND THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, CHARITABLE HEROES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT AS TO THE SITE, THE SERVICES, THE CHARITABLE HEROES MATERIALS, AND THE PRODUCTS.

CHARITABLE HEROES DOES NOT REPRESENT OR WARRANT THAT THE CHARITABLE HEROES MATERIALS OR THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE OR THAT THE SERVICES, ITS SERVERS OR EMAIL SENT FROM CHARITABLE HEROES OR THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CHARITABLE HEROES IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO PRICING, TEXT, PHOTOS OR VIDEOS. CHARITABLE HEROES ALSO MAKES NO REPRESENTATION OR WARRANTY REGARDING THE AVAILABILITY, RELIABILITY OR SECURITY OF THE SERVICES AND WILL NOT BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO OR ANY MODIFICATION, SUSPENSION, UNAVAILABILITY, OR DISCONTINUANCE OF THE SERVICES OR THE PRODUCTS PROVIDED THEREON.

13. LIMITATION OF LIABILITY

IN NO EVENT WILL CHARITABLE HEROES OR ITS DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE OR VIEW THE SITE, THE SERVICES, THE PRODUCTS, THE USER CONTENT OR THE CHARITABLE HEROES MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SERVICES, INCLUDING ANY DAMAGES CAUSED BY OR RESULTING FROM YOUR RELIANCE ON ANY INFORMATION OBTAINED FROM CHARITABLE HEROES, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY TERMINATION, SUSPENSION OR OTHER FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO CHARITABLE HEROES'S RECORDS, PROGRAMS OR SERVICES.

IN NO EVENT WILL THE AGGREGATE LIABILITY OF CHARITABLE HEROES, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SITE, THE SERVICES, THE PRODUCTS, THE USER CONTENT OR THE CHARITABLE HEROES MATERIALS, EXCEED COMPENSATION YOU PAY, IF ANY, TO CHARITABLE HEROES FOR ACCESS TO OR USE OF THE SITE OR THE SERVICES OR FOR THE PURCHASE OF PRODUCTS.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

14. Indemnity

You agree to defend, indemnify and hold harmless Charitable Heroes and its affiliates and subsidiaries (collectively, the "**Indemnified Parties**"), and the Indemnified Parties' independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including reasonable attorneys' fees) arising out of or related to any User Content you post or otherwise transmit on or through the Services, your use of or inability to use the Services, the User Content, the Charitable Heroes Materials or the Products, or the licensing of your Media to third parties through the Services, including any actual or threatened suit, demand or claim made against any of the Indemnified Parties and/or their independent contractors, service providers,

employees, directors or consultants, arising out of or relating to your User Content, your conduct, your violation of these Terms of Use or your violation of the rights of any third party.

15. Dispute Resolution

Applicable Law

Your use of the Services is subject to all applicable local, state, national and international laws and regulations. These Terms of Use and your use of the Services will be governed by and construed in accordance with the laws of the State of Indiana applicable to agreements made and to be entirely performed within the State of Indiana, without regard to its conflict of law provisions.

Agreement to Arbitrate & Waiver of Representative Actions

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH CHARITABLE HEROES AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF. IF YOU DO NOT CONSENT TO THE TERMS OF THIS SECTION 15, YOU ARE NOT PERMITTED TO USE THE CHARITABLE HEROES SERVICES.

You and Charitable Heroes agree to arbitrate any dispute arising from these Terms of Use or relating to the Services, Site or Charitable Heroes Materials. **ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL.** You and Charitable Heroes agree: (i) to notify each other of any dispute within thirty (30) days of when it arises; (ii) to attempt informal resolution prior to any demand for arbitration; (iii) that any arbitration will occur in Indianapolis, Indiana; and (iv) that arbitration will be conducted confidentially by a single arbitrator in accordance with the Rules of the American Arbitration Association ("**AAA**"), including the AAA's Supplementary Procedures for Consumer-Related Disputes (as applicable). The AAA's rules are available at www.adr.org. Other than class procedures and remedies described in these Terms of Use, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Notwithstanding the foregoing, you and Charitable Heroes are NOT required to arbitrate any dispute in which either party seeks equitable or other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. The arbitrator will not be bound by rulings in prior arbitrations involving different Charitable Heroes users but is bound by rulings in prior arbitrations involving the same Charitable Heroes user to the extent required by applicable law. The arbitrator's award will be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

YOU AND CHARITABLE HEROES AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS PART OF ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND CHARITABLE HEROES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER CHARITABLE HEROES USERS.

Unless you and Charitable Heroes agree otherwise, in the event that a court decides that any part of this Section 15 is invalid or unenforceable, you agree that any claim or dispute that has arisen or may arise between you and Charitable Heroes must be resolved exclusively by a state or federal court located in Indianapolis, Indiana. The remainder of the Terms of Use will

continue to apply. You and Charitable Heroes agree to submit to the personal jurisdiction of the courts located within Indianapolis, Indiana for the purpose of litigating all such claims or disputes.

16. Feedback

We welcome feedback from our users regarding ideas and suggestions for improvements to the Site, Services and Products. Charitable Heroes will be entitled to use any such feedback without restriction, even if you designate such feedback as confidential. You hereby grant Charitable Heroes a royalty-free, sublicensable, transferable, perpetual, irrevocable license in and to any feedback to use in any matter related to the operation of our business.

17. Assignment

These Terms of Use are binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Notwithstanding the foregoing, you may not assign your rights under these Terms of Use without Charitable Heroes's prior written consent. Charitable Heroes will be permitted to assign its rights under these Terms of Use at its sole discretion.

18. International Users

Charitable Heroes is located in the State of Indiana in the United States of America. If you access the Services from a country other than the United States, you agree that your transactions with Charitable Heroes occur in the United States. You are responsible for compliance with all applicable laws, rules and regulations applicable to your use of the Services.

19. Severability

If any provision of these Terms of Use is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of these Terms of Use will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the parties' intent.

20. Survival

The terms and conditions of these Terms of Use which by their nature are intended to survive termination or expiration of Services (including, but not limited to, Indemnification, Warranty Disclaimer, Dispute Resolution and the Limitation of Liability) will survive any expiration or termination of these Terms of Use.

21. Questions or Comments

Charitable Heroes is committed to keeping our users happy and satisfied with their use of the Services. If you have any questions, concerns, complaints or comments in any way related to your use of the Services, please contact us at info@CharitableHeroes.org.

B. ADDITIONAL TERMS APPLICABLE TO SALES OF PRODUCTS ("*TERMS OF SALE*")

These Terms of Sale form a part of the Terms of Use applicable to your purchase of any products, services, registration or any other service(s) provided via the Charitable Heroes site. Other than as specifically provided in any separate written agreement between you and Charitable Heroes, these Terms of Sale may not be altered, supplemented, or amended by the use of any document, such as purchase orders, and all sales are expressly conditioned upon your agreement to these Terms of Sale. In the event of any conflict between these Terms of Sale and the other provisions of the Terms of Use, these Terms of Sale will control.

Charitable Heroes facilitates your educational experience through our competition provided through our website via services provided by our personnel, associated volunteers and through its relationships with the Charitable Heroes Vendors. If you purchase a registration for our competition through the Charitable Heroes site, you acknowledge that the review of your answers to our competition questions, your video submissions and any interviews performed by such Charitable Heroes Vendors and Charitable Heroes' personnel is done to assist, facilitate and support such order process pursuant to these Terms of Sale.

1. Pricing; Payment Terms

In order to purchase Products through the Charitable Heroes Services, you are required to provide valid Payment Information as required by Charitable Heroes. Charitable Heroes may terminate your order for Products and take such other action as appropriate if we are unable to process your Payment Information and you do not provide an alternative form of payment upon Charitable Heroes request. You agree to reimburse Charitable Heroes for any and all costs incurred in collecting amounts owed by you to Charitable Heroes or a Charitable Heroes Vendor, including, without limitation, attorneys' fees and costs of collection agencies.

You are responsible for any taxes that you are obligated to pay or that Charitable Heroes may collect from you in connection with your purchase of Products. If you do not pay the sales or other taxes or fees on a transaction, you will be responsible for the taxes or fees in the event they are later determined to be payable on the sale, and Charitable Heroes reserves the right to collect the taxes or other related fees from you at any time. In certain jurisdictions, Charitable Heroes may be required to collect and remit sales tax in connection with your purchase of Products. Any such taxes will be added to the purchase price and reflected on your invoice or receipt.

2. Product Downloads; Shipping Terms and Policies

If you purchase a registration to our competition all competition requirements and materials will be made available to you through the Services upon Charitable Heroes' receipt of your valid Payment Information. This includes access to URLs on our site to facilitate gathering answers to our competition questions, video submissions and any other tools or services that Charitable Heroes provides to facilitate the competition's educational benefits.

If you purchase other physical medium Products (i.e., decals, t-shirts or other promotional merchandise), Charitable Heroes will use its commercially reasonable efforts (and our Charitable Heroes Vendors will use commercially reasonable efforts) to ship all orders for such Products within the estimated delivery time applicable to various methods of shipping available at the time you place your order. Charitable Heroes is not responsible for any delays in shipping. Charitable Heroes or the Charitable Heroes Vendors reserve the right to substitute another

carrier of equal or lesser cost to deliver your order at our discretion. All shipping charges are your responsibility. Please see our [Shipping Charges](#) for additional detail. Shipping charges will be included in your shopping cart and can be viewed on a summary screen prior to finalizing your order. The shipping charge shown during the Product checkout process is subject to verification and to correction or change without notice, provided that if the actual shipping charge is more than the amount shown in your shopping cart, we will contact you with the correct shipping costs before processing your order, and you will have an opportunity to cancel your order. All orders are shipped FOB shipping point. Title to the physical medium of the Products passes from Charitable Heroes to you upon shipment. If an item in your order is temporarily out of stock, we may hold your order until it is complete prior to shipment.

3. Return Policy

Charitable Heroes unconditionally guarantees your satisfaction with any Products that you purchase through the Services. If you are unsatisfied with any Products you have purchased from Charitable Heroes, we will gladly accept the return of any Product you have ordered for any reason within thirty (30) days of your receipt of the Product. Upon completion of the return procedure and receipt of the returned Product, we will resend you the Product or issue you a full refund of the purchase price paid for such Product, whichever you prefer. We do not provide refunds for your original shipping cost unless your order is physically defective in some manner. If you are unsatisfied with a Product that is not in a physical medium form (i.e., a Photo download), then upon your request, we may issue you a full refund of the purchase price paid for such Product at our discretion depending on the circumstances. To request a refund or replacement for any Product, please contact Charitable Heroes at info@CharitableHeroes.org. Please do not contact your credit card company to dispute a charge before contacting Charitable Heroes.

4. Product Availability and Pricing

Charitable Heroes or the Charitable Heroes Vendors may revise or discontinue Product options at any time without prior notice, and Products may become unavailable even after an order is placed. All prices are subject to change without notice.

5. Product Descriptions; Pricing; Errors

Charitable Heroes strives to maintain accurate information in the Services and to eliminate any errors. However, we do not warrant that Product descriptions, pricing or other Charitable Heroes Materials are accurate, complete, reliable, current, or error-free. If a Product offered by Charitable Heroes is not as described or pictured, your sole remedy is to return the Product in unused condition for a refund within thirty (30) days of receipt. In the event of an error, whether contained in the Services, in an order confirmation, in processing an order or otherwise, we reserve the right to correct such error and charge the correct price or cancel the order, and your sole remedy in the event of such error is to cancel your order.

6. Disclaimer of Warranties

THE FOREGOING RIGHT TO RETURN ANY ORDER WITHIN THIRTY (30) DAYS IS YOUR SOLE AND EXCLUSIVE REMEDY, AND CHARITABLE HEROES'S SOLE AND EXCLUSIVE LIABILITY, WITH RESPECT TO THE PURCHASE OF ANY PRODUCTS USING THE SERVICES, AND CHARITABLE HEROES EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PURCHASE OF ANY PRODUCTS.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.