

TERMS OF USE AGREEMENT

Welcome to our websites located at www.nuci.org, www.rocknraffle.org, www.athenbusinessrocks.com (the “Sites”). The Sites and mobile applications related to the Sites (the “Applications”) are provided by Nuçi Phillips Memorial Foundation (“we,” “us” and “our”) and allow you to: (a) participate in interactive features that we may make available from time to time; or (b) simply view the Sites. We prepared this Terms of Service Agreement (this “Agreement”) to help explain the terms that apply to your use of the Sites and the Applications.

Regardless of how you use the Sites or the Applications, your conduct when you use the Sites or the Applications is governed by this Agreement.

- . Updates to this Agreement. We may modify this Agreement from time to time. We will notify you of material changes to this Agreement by posting the amended terms on the Sites at least thirty (30) days before the effective date of the changes. If you do not agree with the proposed changes, you should discontinue your use of the Sites. If you continue using the Sites after the new terms take effect, you will be bound by the modified Agreement. [If you are a user of one of the Applications, you will be asked to affirmatively accept the new terms in order to continue using the Application.]
- . Privacy Policy. In connection with your use of the Sites and the Applications, please review our Privacy Policy in order to understand how we use information we collect from you when you access, visit or use the Sites or the Applications. The Privacy Policy is part of and is governed by this Agreement and by agreeing to this Agreement, you agree to be bound by the terms of the Privacy Policy and agree that we may use information collected from you in accordance with its terms.
- . Affirmative Representations Regarding Your Use of the Sites and the Applications. When you use the Sites and the Applications, you represent that: (a) the information you submit is truthful and accurate; (b) your use of the Sites and the Applications and your use of services available on the Sites and the Applications do not violate any applicable law or regulation; (c) you are 13 years of age or older; (d) you will comply with the rules for online conduct and making Contributions (as defined in Section 5 below) to the Sites and the Applications, as discussed in Section

5 below, (e) you are of sufficient legal age or otherwise have legal capacity to legally enter into this Agreement, and (f) you will use the Sites and the Applications in compliance with applicable law.

. Rules Governing User Contributions; Prohibited Activities

4.1 User Contributions. If you are logged into Facebook while viewing any comment-enabled page on the Sites or the Applications, you will be able to leave a comment on the applicable comment-enabled page. If you choose to make a comment on the Sites or the Applications when you are logged into Facebook, your comment will be associated with and displayed with your Facebook photo and the name you use in connection with your Facebook account, and other users of the Sites or the Applications will be able to see your Facebook photo and the name you use in connection with your Facebook account. You are entirely responsible for the content of, and any harm resulting from, any comments or submissions that you post to the Sites and the Applications (collectively, "Contributions"). When you create or make available a Contribution, you represent and warrant that you:

- (a) own or have sufficient rights to post your Contributions on or through the Sites and the Applications;
- (b) will not post Contributions that violate our or any other person's privacy rights, publicity rights, intellectual property rights (including without limitation copyrights) or contract rights;
- (c) have fully complied with any third-party licenses relating to Contributions and shall pay all royalties, fees and any other monies required to be paid in connection with Contributions that you post to or through the Sites and the Applications;
- (d) will not post Contributions that: (i) are defamatory, damaging, disruptive, unlawful, inappropriate, offensive, inaccurate, pornographic, vulgar, indecent, profane, hateful, racially or ethnically offensive, obscene, lewd, lascivious, filthy, threatening, excessively violent, harassing, or otherwise objectionable; (ii) incite, encourage or threaten immediate physical harm against another, including but not limited to, Contributions that promote racism, bigotry, sexism, religious intolerance or harm against any group or individual; or (iii) contain material that solicits personal information from anyone under 13 or

exploits anyone in a sexual or violent manner;

(e) will not post Contributions that contain advertisements or solicit any person to buy or sell products or services (other than our products and services); and

(vi) will not post Contributions that constitute, contain, install or attempt to install or promote spyware, malware or other computer code, whether on our or others' computers or equipment, designed to enable you or others to gather information about or monitor the on-line or other activities of another party.

4.2 Prohibited Activities. In addition to the obligations described in Section 5.1, you agree that you in connection with your use of the Sites and the Applications, you will not:

(a) use the Sites or the Applications for any unauthorized purpose including collecting usernames and/or email addresses of other users by electronic or other means for the purpose of sending unsolicited email or other electronic communications, or engaging in unauthorized framing of, or linking to, the Sites without our express written consent;

(b) transmit chain letters, bulk or junk email or interfere with, disrupt, or create an undue burden on the Sites or the Applications or the networks or services connected to the Sites or the Applications, including without limitation, hacking into the Sites or the Applications, or using the system to send unsolicited or commercial emails, bulletins, comments or other communications;

(c) impersonate any other person or entity, sell or let others use your profile or password, provide false or misleading identification or address information, or invade the privacy, or violate the personal or proprietary right, of any person or entity;

(d) post jobs for modeling or talent or talent scouting positions on the Sites or through the Applications;

(e) post on the Sites or through the Applications any franchise, pyramid scheme, "club membership," distributorship or sales representative agency arrangement or other business opportunity which requires an up-front or periodic payment, pays commissions only (except for postings that make clear that the available job pays commission only and clearly describes the product

or service that the job seeker would be selling, in which case these types of postings are permissible), or requires recruitment of other members, sub-distributors or sub-agents;

(f) decompile, disassemble, modify, translate, adapt, reverse engineer, create derivative works from or sublicense the Sites or the Applications, or any portion thereof; or

(g) circumvent, disable or otherwise interfere with security related features of the Sites or the Applications or features that prevent or restrict use or copying of any Materials (as defined in Section 7) or enforce limitations on use of the Sites or the Applications or the Materials on the Sites or the Applications.

. Rights in Contributions

5.1 Ownership of Contributions. We do not claim any ownership rights in the Contributions that you post on or through the Sites or the Applications. After posting your Contributions on the Sites or the Applications, you continue to retain any rights you may have in your Contributions, including any intellectual property rights or other proprietary rights associated with your Contributions, subject to the license you grant to us below.

5.2 Grant of License to Us for Contributions. We need a license from you so that we can use your Contributions on the Sites or the Applications or elsewhere. By making a Contribution to the Sites or to an Application, you grant us a perpetual, non-exclusive (meaning you are free to license your Contribution to anyone else in addition to us), fully-paid, royalty-free (meaning that we are not required to pay you to use your Contribution), sub licensable (so that we can use affiliates, subcontractors and other partners such as wireless carriers and hosted service providers to make the Sites or the Applications available to you) and worldwide (because the Internet, the Sites and the Applications are global in reach) license to use, modify, create derivative works of, publicly perform, publicly display, reproduce and distribute the Contribution in connection with the Sites or the Applications, our business or the promotion thereof in any media formats and through any media channels now known or hereafter devised. This license does not grant us the right to sell your Contributions. If you remove your Contributions from the Sites or the Applications, we will cease use of your Contributions as soon as

practicable; however, you understand and agree that we may retain archived copies of your Contributions.

- . Our Intellectual Property Rights. All of the content on the Sites and the Applications (“Materials”) and the trademarks, service marks, and logos contained on the Sites and the Applications, are owned by or licensed to us and are subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. The Sites, the Applications and the Materials are for your information and personal use only and not for commercial exploitation. We reserve all rights not expressly granted in and to the Sites, the Applications and the Materials. If you download or print a copy of the Materials for your own personal use, you must retain all trademark, copyright and other proprietary notices contained in and on the Materials. You further agree not to access the Sites or the Applications by any means other than through the interface that we provide, unless otherwise specifically authorized by us in a separate written agreement.

- . Our Management of the Sites and the Applications; User Misconduct

7.1 Our Right to Manage the Sites and the Applications. We reserve the right, but do not undertake the obligation to: (a) monitor or review the Sites and the Applications for violations of this Agreement and for compliance with our policies; (b) report to law enforcement authorities and/or take legal action against anyone who violates this Agreement; (c) refuse, restrict access to or the availability of, or remove or disable (to the extent technologically feasible) any Contribution or any portion thereof that may violate this Agreement, the law or any of our policies or are excessive in size or burdensome without prior notice to you; (d) manage the Sites and the Applications in a manner designed to protect our and third parties’ rights and property or to facilitate the proper functioning of the Sites and the Applications; (e) screen our users or members, or attempt to verify the statements of our users or members and/or (f) monitor disputes between you and other users or to termination or block you and other users for violations of this Agreement.

7.2 Our Right to Terminate Users. WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION, AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITES AND

THE APPLICATIONS TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT, OR OF ANY APPLICABLE LAW OR REGULATION.

- . Your Interaction with Other Users. You are solely responsible for your interactions with other users of the Sites and the Applications. Please note that there are risks, including but not limited to the risk of physical harm, that may arise when dealing with strangers, including persons who may be acting under false pretenses. Please choose carefully the information you post on the Sites or through the Applications and that you give to other users of the Sites or the Applications. You are discouraged from publicly posting the following information on the Sites or through the Applications: your full name, telephone numbers and street addresses. Information posted to the Sites or through the Applications by other users of the Sites or the Applications may be offensive, harmful or inaccurate, and in some cases may be mislabeled or deceptively labeled. You assume all risks associated with dealing with other users with whom you come in contact through the Sites or the Applications. We expect that you will use caution and common sense when using the Sites and the Applications.
- . Term Survival

9.1 Term. This Agreement shall remain in full force and effect while you use the Sites or the Applications. You may terminate your use or participation at any time, for any reason, by ceasing to use the Sites and the Applications. We may also, in our sole discretion, limit, suspend, or terminate the Sites or the Applications or prohibit access to them.

9.2 Survival. Even after you cease using the Sites or following termination, the provisions of this Agreement set forth in Sections 6.2, 7, 14, 16 and 17 will remain in effect.

- . Copyright Policy. We may terminate the account and access rights of any repeat infringer in appropriate circumstances. If you are a copyright owner or the legal agent of a copyright owner, and you believe that any user submission or Materials on the Sites or the Applications infringe upon your copyrights, you may submit a notification to our office.
- . Third Party Sites. The Sites and the Applications may contain links to

websites operated by third parties (including without limitation the third party service provider that operates our online store) (“Third Party Sites”). Some of these Third Party Sites may be “co-branded” with our logos, for example our Facebook and Twitter pages which you can access through links on the Sites or the Applications; however, these Third Party Sites are not operated or maintained by us. We do not own or operate the Third Party Sites, and we have not reviewed, and cannot review, all of the material, including goods or services, made available through Third-Party Sites. The availability of these links on the Sites or the Applications does not represent, warrant or imply that we endorse any Third Party Sites or any materials, opinions, goods or services available on them. Third party materials accessed through or used by means of the Third Party Sites may also be protected by copyright and other intellectual property laws. THIS AGREEMENT DOES NOT APPLY TO THIRD PARTY SITES. BEFORE VISITING A THIRD PARTY SITE BY MEANS OF THE SITES OR THE APPLICATIONS OR A LINK LOCATED ON THE SITES OR THE APPLICATIONS, USERS SHOULD REVIEW THE THIRD PARTY SITE’S TERMS AND CONDITIONS, PRIVACY POLICY AND ALL OTHER SITE DOCUMENTS, AND INFORM THEMSELVES OF THE REGULATIONS, POLICIES AND PRACTICES OF THESE THIRD PARTY SITES.

- . Disputes with Us, Choice of Law and Forum. YOU AND WE AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN ATHENS, GEORGIA. YOU AND WE FURTHER AGREE THAT ANY DISPUTES SHALL BE RESOLVED UNDER THE SUBSTANTIVE LAW OF THE STATE OF GEORGIA (EXCLUSIVE OF ITS CHOICE OF LAW PROVISIONS). THE CONVENTION FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY.
- . Warranty Disclaimer; Limitation on Liability

13.1 Disclaimer of Warranties

(a) ALL CONTRIBUTIONS OR ANY OTHER MATERIALS OR ITEMS PROVIDED THROUGH THE SITES AND THE APPLICATIONS ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OR CONDITIONS OF ANY KIND. BY OPERATING THE SITES AND PROVIDING THE APPLICATIONS, WE DO NOT REPRESENT OR IMPLY THAT WE ENDORSE ANY CONTRIBUTIONS OR ANY OTHER MATERIALS OR ITEMS AVAILABLE ON OR LINKED TO BY THE SITES OR THE

APPLICATIONS, INCLUDING WITHOUT LIMITATION, CONTENT HOSTED ON THIRD PARTY SITES, OR THAT WE BELIEVE CONTRIBUTIONS OR ANY OTHER MATERIALS OR ITEMS TO BE ACCURATE, USEFUL OR NON-HARMFUL. WE CANNOT GUARANTEE AND DO NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SITES OR THE APPLICATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THE SITES OR THE APPLICATIONS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. YOU AGREE THAT YOUR USE OF THE SITES AND THE APPLICATIONS WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND EACH OF OUR ADVERTISERS, LICENSORS, SUPPLIERS, OFFICERS, DIRECTORS, INVESTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS AND OTHER CONTRACTORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED IN CONNECTION WITH THE SITES AND THE APPLICATIONS AND YOUR USE THEREOF.

(b) WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF THE SITES' OR THE APPLICATIONS' CONTENT, THE CONTENT OF ANY SITE LINKED TO THE SITES OR THE APPLICATIONS, CONTRIBUTIONS, INFORMATION OR ANY OTHER ITEMS OR MATERIALS ON THE SITES OR THE APPLICATIONS OR LINKED TO BY THE SITES. WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES OR INACCURACIES OF CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SITE OR SERVICES, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITES OR THE APPLICATIONS, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITES OR THE APPLICATIONS BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITES OR THE APPLICATIONS.

13.2. Limited Liability. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR

PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SITES OR THE APPLICATIONS, CONTRIBUTIONS, MATERIALS OR ANY OTHER CONTENT THEREIN. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, OUR LIABILITY TO YOU IN RESPECT OF ANY LOSS OR DAMAGE SUFFERED BY YOU AND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR FOR BREACH OF STATUTORY DUTY OR IN ANY OTHER WAY SHALL NOT EXCEED \$50.

13.3 Exceptions to Disclaimers and Liability Limitations. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN ONE OF THESE STATES OR JURISDICTIONS, THE LIMITATIONS OR EXCLUSIONS IN SECTIONS 14.1 AND 14.2 MAY NOT APPLY TO YOU.

- . Indemnity. You agree to indemnify and hold us, our subsidiaries, affiliates, and licensors and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Sites, the Applications, Content or Materials in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above.
- . Entire Agreement. This Agreement constitutes the entire agreement between you and us regarding the use of the Sites and the Applications and supersedes any prior or contemporaneous understandings and agreements between you and us related to the subject matter hereof.
- . Independent Contractors. Nothing in this Agreement shall be deemed to create an agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship of any kind between us and any user.
- . No Third Party Beneficiaries. This Agreement is between you and us. There are no third-party beneficiaries to this Agreement.
- . Section Titles. The section titles in this Agreement are for convenience only and have no legal or contractual effect.
- . Non-Waiver. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of the applicable right or provision.
- . Severability. This Agreement operates to the fullest extent permissible

by law. If any provision or part of a provision of this Agreement is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

- . Assignment. We may assign our rights under this Agreement without your approval.
- . No Modifications by Our Employees. If any of our employees offers to modify the terms of this Agreement, he or she is not acting as an agent for us or speaking on our behalf. You may not rely, and should not act in reliance on, any statement or communication from our employees or anyone else purporting to act on our behalf.
- . Contact Information. If you have any questions about this Agreement or your account, you may contact us by email at director@nuci.org 396 Oconee Street, Athens, GA 30601 706.227.1515