

## PROJECTKEEPERS TERMS OF SERVICE

PLEASE READ THE FOLLOWING TERMS OF SERVICE CAREFULLY BEFORE EXECUTING OR USING projectKEEPERS (projectKEEPERS) SOFTWARE OR SERVICES. BY EXECUTING OR USING projectKEEPERS SOFTWARE OR SERVICES, YOU SIGNIFY ASSENT TO THESE TERMS. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, THEN YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE FOLLOWING TERMS OF SERVICE, THEN YOU MUST NOT EXECUTE OR USE projectKEEPERS SOFTWARE AND/OR SERVICES.

### TERMS OF SERVICE

#### 1. ACCEPTANCE OF TERMS

projectKEEPERS LLC provides the services (defined below) to you subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at: <http://www.projectKEEPERS.com>. By accessing and using the projectKEEPERS services, you accept and agree to be bound by the terms and provision of the TOS. In addition, when using projectKEEPERS owned or operated services, you and projectKEEPERS shall be subject to any posted guidelines or rules applicable to such services, which may be posted and modified from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS. projectKEEPERS may also offer other services that are governed by different Terms of Service.

#### 1.2 Definitions.

- a) "Instance" means a virtual system on which you execute all or a portion of the online grants management tool.
- b) "Portal" means the online portal (e.g. cloud, hosted platform, managed service provider offering) through which you purchase and/or receive access to Software and Services.
- c) "Software" means projectKEEPERS online grants management tool, including all modifications, additions and further enhancements, in each case, which are delivered by projectKEEPERS and obtained directly or via Service Provider or another third party, and in either binary or source code form. "Services" means access to Software maintenance in the form of fixes, updates, upgrades, modifications and security advisories, when and if available, provided by projectKEEPERS and delivered to you through the Service Provider. "Service Provider" means the company from whom you purchased the right to access Software and Services.

- d) "Customer Data" means any electronic information stored in the Software database.
- e) "Sales Agreement" means a document provided by projectKEEPERS and signed by Customer that describes projectKEEPERS' service offering.
- f) "Service Agreement" means a document provided by projectKEEPERS, between projectKEEPERS and the individual or entity which purchased projectKEEPERS Software, for use in the Portal.
- g) "Subscription Term" means the period of time that projectKEEPERS provides Customer with the Subscription Services, variable by the Sales Agreement and/or the TOS.

## 2. DESCRIPTION OF projectKEEPERS SERVICES

projectKEEPERS provides users with access to a collection of resources for project management, including without limitation various communications tools, personalized content and branded programming through its network of online services which may be accessed through any various medium or device now known or hereafter developed (the "projectKEEPERS Services"). You also understand and agree that the projectKEEPERS Services may include certain communications from projectKEEPERS, such as service announcements, administrative messages, and that these communications are considered part of projectKEEPERS membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augments or enhances the current projectKEEPERS Services, including the release of new projectKEEPERS properties, shall be subject to the TOS. You understand and agree that the projectKEEPERS Services is provided "AS-IS" and that projectKEEPERS assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the projectKEEPERS Services, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the projectKEEPERS Services.

You understand that the technical processing and transmission of the projectKEEPERS Services, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

## 3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the projectKEEPERS Services, you represent that you are of legal age to form a binding contract and are not a person barred

from receiving the projectKEEPERS Services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the projectKEEPERS Service's registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or projectKEEPERS has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, projectKEEPERS has the right to suspend or terminate your account and refuse any and all current or future use of the projectKEEPERS Services (or any portion thereof).

#### 4. projectKEEPERS PRIVACY POLICY

Registration Data and certain other information about you are subject to our applicable privacy policy. For more information, see the full projectKEEPERS Privacy Policy at: <http://www.projectKEEPERS>. You understand that through your use of the projectKEEPERS Services you consent to the collection and use (as set forth in the applicable privacy policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by projectKEEPERS and its affiliates.

#### 5. MEMBER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account designation upon completing the projectKEEPERS' registration and payment process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify projectKEEPERS of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. projectKEEPERS cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

#### 6. MEMBER CONDUCT

You understand that all information, data, text, photographs, graphics, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not projectKEEPERS, are entirely responsible for all Content that you upload, post, transmit or otherwise make available via the projectKEEPERS Services. projectKEEPERS does not control the Content posted via the projectKEEPERS Services and, as such, does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will

projectKEEPERS be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or 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 projectKEEPERS Services. You agree to not use the projectKEEPERS Services to:

- a. upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;
- c. impersonate any person or entity, including, but not limited to, a projectKEEPERS employee or affiliate, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. forge or manipulate identifiers in order to disguise the origin of any Content transmitted through the projectKEEPERS Service;
- e. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- g. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- h. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i. interfere with or disrupt the projectKEEPERS Services or servers or networks connected to the projectKEEPERS Services, or disobey any requirements, procedures, policies or regulations of networks connected to the projectKEEPERS Services, including using any device, software or routine to bypass our robot exclusion headers;
- j. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

k. provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;

l. "stalk" or otherwise harass another; and/or

m. collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs a through m above. You acknowledge that projectKEEPERS and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via the projectKEEPERS Services. Without limiting the foregoing, projectKEEPERS and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by projectKEEPERS or submitted to projectKEEPERS, including without limitation information in projectKEEPERS databases and in all other parts of the projectKEEPERS Services.

You acknowledge, consent and agree that projectKEEPERS may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the TOS; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of projectKEEPERS, its users and the public.

You understand that the projectKEEPERS Services and software embodied within the projectKEEPERS Services may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by projectKEEPERS and/or content providers who provide content to the projectKEEPERS Services. You may not attempt to override or circumvent any of the usage rules embedded into the projectKEEPERS Services. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the projectKEEPERS Services, in whole or in part, is strictly prohibited.

## 7. INTERSTATE NATURE OF COMMUNICATIONS ON projectKEEPERS SERVICES

When you register with any of the projectKEEPERS Services, you acknowledge that in using the projectKEEPERS Services to send electronic communications

(including but not limited to email, search queries, sending messages, uploading photos and files, and other Internet activities), you will be causing communications to be sent through projectKEEPERS' computer networks, portions of which are located in the United States and portions of which are located abroad. As a result, and also as a result of projectKEEPERS' network architecture and business practices and the nature of electronic communications, even communications that seem to be intrastate in nature can result in the transmission of interstate communications regardless of where you are physically located at the time of transmission. Accordingly, by agreeing to this TOS, you acknowledge that use of the service results in interstate data transmissions.

#### 8. SPECIAL ADMONITIONS FOR INTERNATIONAL USE AND EXPORT AND IMPORT COMPLIANCE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Use of the projectKEEPERS Services and transfer, posting and uploading of software, technology, and other technical data via the projectKEEPERS Services may be subject to the export and import laws of the United States and other countries. You agree to comply with all applicable export and import laws and regulations. In particular, you: (a) represent that you are not a party identified on any government export exclusion list, including but not limited to the U.S. Denied Persons, Entity, and Specially Designated Nationals Lists, nor will you transfer software, technology, and other technical data via the projectKEEPERS Services to parties identified on such lists; (b) agree not to use the projectKEEPERS Services for military, nuclear, missile, chemical or biological weaponry end uses in violation of U.S. export laws; (c) agree not to transfer, upload, or post via the projectKEEPERS Services any software, technology or other technical data in violation of U.S. or other applicable export or import laws.

#### 9. CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE projectKEEPERS SERVICES

projectKEEPERS does not claim ownership of Content you submit or make available for inclusion on the projectKEEPERS Services.

#### 10. INDEMNITY

You agree to indemnify and hold projectKEEPERS and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit, modify or otherwise make available through the projectKEEPERS Services, your use of the projectKEEPERS

Services, your connection to the projectKEEPERS Services, your violation of the TOS, or your violation of any rights of another.

#### 11. NO COMMERCIAL REUSE OF projectKEEPERS SERVICES

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion or use of, or access to, the projectKEEPERS Services (including Content, Software and your projectKEEPERS ID).

#### 12. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that projectKEEPERS may establish general practices and limits concerning use of the projectKEEPERS Services, including without limitation the maximum number of days uploaded Content will be retained by the projectKEEPERS Services, the maximum disk space that will be allotted on projectKEEPERS' servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the projectKEEPERS Services in a given period of time. You agree that projectKEEPERS has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the projectKEEPERS Services. You further acknowledge that projectKEEPERS reserves the right to modify these general practices and limits from time to time.

#### 13. MODIFICATIONS TO projectKEEPERS SERVICES

projectKEEPERS reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the projectKEEPERS Services (or any part thereof) with or without notice. You agree that projectKEEPERS shall not be liable to you or to any third party for any modification, suspension or discontinuance of the projectKEEPERS Services (or any part thereof).

#### 14. TERMINATION

You may terminate your use of any projectKEEPERS Services account and access to any of the projectKEEPERS Services by submitting such termination request to projectKEEPERS. You agree that projectKEEPERS may, *without prior notice*, immediately terminate, limit your access to or suspend your projectKEEPERS account and access to the projectKEEPERS Services. Cause for such termination, limitation of access or suspension shall include, but not be limited to,

(a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) discontinuance or material modification to the projectKEEPERS Services (or any part thereof), (d) unexpected technical or security issues or problems,

(e) extended periods of inactivity, (f) engagement by you in fraudulent or illegal activities, and/or (g) nonpayment of any fees owed by you in connection with the projectKEEPERS Services. Further, you agree that all terminations, limitations of access and suspensions for cause shall be made in projectKEEPERS' sole discretion and that projectKEEPERS shall not be liable to you or any third party for any termination of your account or access to the projectKEEPERS Services. Termination of your projectKEEPERS account includes any or all of the following: (a) removal of access to all or part of the offerings within the projectKEEPERS Services, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring of further use of all or part of the projectKEEPERS Services.

## 15. LINKS

The projectKEEPERS Services may provide, or third parties may provide, links to other World Wide Web sites or resources. You acknowledge and agree that projectKEEPERS is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that projectKEEPERS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

## 16. projectKEEPERS' PROPRIETARY RIGHTS

You acknowledge and agree that the projectKEEPERS Services and any necessary software used in connection with the projectKEEPERS Services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in advertisements or information presented to you through the projectKEEPERS Services is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly permitted by applicable law or as authorized by projectKEEPERS or the applicable licensor, you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform or create derivative works based on the projectKEEPERS Services, such Content or the Software, in whole or in part. projectKEEPERS grants you a personal, non-transferable and nonexclusive right and license to use the object code of its Software; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt



to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the projectKEEPERS Services. You agree not to access the projectKEEPERS Services by any means other than through the interface that is provided by projectKEEPERS for use in accessing the projectKEEPERS Services.

## 17. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE projectKEEPERS SERVICES AND SOFTWARE ARE AT YOUR SOLE RISK. THE projectKEEPERS SERVICES AND SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.
- b. projectKEEPERS AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE projectKEEPERS SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) THE projectKEEPERS SERVICES OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE projectKEEPERS SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE projectKEEPERS SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE projectKEEPERS SERVICES OR SOFTWARE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM projectKEEPERS OR THROUGH OR FROM THE projectKEEPERS SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
- e. A SMALL PERCENTAGE OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING A projectKEEPERS SERVICE. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE projectKEEPERS SERVICE. IMMEDIATELY DISCONTINUE USE OF

THE projectKEEPERS SERVICES AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE projectKEEPERS SERVICE: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

#### 18. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT projectKEEPERS AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF projectKEEPERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE projectKEEPERS SERVICE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE projectKEEPERS SERVICE; OR (e) ANY OTHER MATTER RELATING TO THE projectKEEPERS SERVICE.

#### 19. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### 20. NO THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to this agreement.

#### 21. NOTICE

projectKEEPERS may provide you with notices, including those regarding changes to the TOS, including by but not limited to postings on the projectKEEPERS Services, or other reasonable means now known or hereafter developed. Such notices may not be received if you violate this TOS by accessing the projectKEEPERS Services in an unauthorized manner. Your agreement to this TOS constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed the projectKEEPERS Services in an authorized manner.

## 22. TRADEMARK INFORMATION

You agree that all of projectKEEPERS' trademarks, trade names, service marks and other projectKEEPERS logos and brand features, and product and service names are trademarks and the property of projectKEEPERS LLC (the "projectKEEPERS Marks"). Without projectKEEPERS' prior permission, you agree not to display or use in any manner the projectKEEPERS Marks.

## 23. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

projectKEEPERS respects the intellectual property of others, and we ask our users to do the same. projectKEEPERS may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide projectKEEPERS' Copyright Agent the following information:

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b. a description of the copyrighted work or other intellectual property that you claim has been infringed;
- c. a description of where the material that you claim is infringing is located on the site;
- d. your address, telephone number, and email address;
- e. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- f. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

projectKEEPERS' Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail:

Copyright Agent  
projectKEEPERS LLC  
1049 West 5<sup>th</sup> Avenue, Suite 104  
Anchorage, AK 99501

By phone: 907.334.9212

By email: [contact@projectKEEPERS.com](mailto:contact@projectKEEPERS.com)

## 24. GENERAL INFORMATION

*Entire Agreement.* The TOS constitutes the entire agreement between you and projectKEEPERS LLC and governs your use of the projectKEEPERS Services, superseding any prior version of this TOS between you and projectKEEPERS with respect to the projectKEEPERS Services. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other projectKEEPERS services, affiliate services, third-party content or third-party software.

*Choice of Law and Forum.* You and projectKEEPERS each agree that the TOS and the relationship between the parties shall be governed by the laws of the State of Alaska without regard to its conflict of law provisions and that any and all claims, causes of action or disputes (regardless of theory) arising out of or relating to the TOS, or the relationship between you and projectKEEPERS, shall be brought exclusively in the courts located in Alaska or the U.S. District Court for Alaska. You and projectKEEPERS agree to submit to the personal jurisdiction of the courts located within Alaska and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

*Waiver and Severability of Terms.* The failure of projectKEEPERS to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

*Statute of Limitations.* You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the projectKEEPERS Services or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the TOS are for convenience only and have no legal or contractual effect.

## 25. VIOLATIONS

Please report any violations of the TOS to [contact@projectKEEPERS.com](mailto:contact@projectKEEPERS.com)

Last updated February 15, 2012.