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This site (together with any successor site(s), computer systems, cloud-based storage accounts, associated social media websites, and all Services, as defined below, hereinafter collectively referred to as the "Site") is operated by Feeding Children Everywhere, Inc. ("we," "us," or "FCE"). Your use of the Site, as well as the terms of obtaining any goods or services ordered on the Site, are governed by these Terms of Service (this "Agreement"), regardless of how you access the Site (including through the Internet, through a mobile network, or in any other manner). This Agreement is written in the English language. We do not guarantee the accuracy of any translated versions of this Agreement. To the extent any translated versions of this Agreement conflict with the English language version, the English language version of this Agreement shall control.

**YOU AGREE THAT IF YOU ORDER ANY GOODS THROUGH THE SITE, YOU WILL NOT OFFER THE GOODS FOR RESALE WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF FCE, AND YOU UNDERSTAND THAT IF YOU DO OFFER SUCH GOODS FOR RESALE, FCE CAN OBTAIN DAMAGES AGAINST YOU, AS WELL AS AN INJUNCTION AGAINST YOU PREVENTING ANY RESALE.**

**YOU AGREE THAT YOU, AND ONLY YOU, ARE RESPONSIBLE FOR CORRECTLY ENTERING ANY INFORMATION ON THE SITE, INCLUDING INFORMATION ASSOCIATED WITH THE SHIPPING OF ANY GOODS AND THE PROVISION OF SERVICES TO YOU. WE ARE NOT RESPONSIBLE FOR VERIFYING YOUR ADDRESS, AND IF YOU ENTER AN INCORRECT ADDRESS, WE ARE NOT RESPONSIBLE FOR TRACKING DOWN LOST GOODS, AND WE ARE NOT RESPONSIBLE FOR RE-SHIPPING ANY GOODS OR RE-PROVIDING ANY SERVICES TO YOU.**

**YOU FURTHER AGREE THAT YOU, AND ONLY YOU, ARE RESPONSIBLE FOR ENSURING THAT YOU PROMPTLY OBTAIN AND SECURE ANY GOODS ORDERED FROM US, AND THAT WE HAVE NO RESPONSIBILITY FOR DAMAGE OR QUALITY ISSUES WITH GOODS, INCLUDING BUT NOT LIMITED TO THOSE ASSOCIATED WITH GOODS LEFT IN OPEN AREAS OR IN CONDITIONS UNSUITABLE FOR THE STORAGE OF GOODS.**

**YOU FURTHER AGREE THAT FCE HAS THE SOLE AND ABSOLUTE DISCRETION TO REFUSE TO PROVIDE ANY GOODS TO YOU, FOR ANY REASON, AND THAT YOUR RIGHTS AND REMEDIES UNDER THIS AGREEMENT ARE AS SET FORTH BELOW.**

**Acceptance of Terms**

By using the Site, submitting data or information via the Site, or ordering goods or services from the Site, you agree to the terms of this Agreement and to any follow additional rules and guidelines that we post on the Site. We may make changes to this Agreement from time to time; we may notify you of such changes by any reasonable means, including by posting the revised version of this Agreement on the Site. It is your responsibility to check this Agreement to see when it was last updated. You can easily determine when we last changed this Agreement by referring to the "Last Updated" language at the very top of this Agreement. Your use of the Site following changes to this Agreement will constitute your acceptance of those changes. We may, at any time, modify or discontinue all or part of the Site; refuse to provide any user with access to the Site; charge, modify, or waive fees required to use the Site or order goods or services on the Site; or offer opportunities to some or all Site users. Your sole and exclusive remedy in the event of any issue with the Site is to stop using the Site.

### **Age & Ability to Enter Into This Agreement**

By using the Site, you affirm that you are of legal age to enter into this Agreement. You further affirm you are over the age of thirteen, and if you are under the age of thirteen you are not permitted to use the Site. If you believe we have information or data collected from a child under the age of thirteen, you agree you will let us know by sending an email to [info\[at\]feedingchildreneverywhere.com](mailto:info[at]feedingchildreneverywhere.com) (replace "[at]" with "@").

### **Jurisdiction**

FCE is based in Orlando, Florida, and does not conduct or solicit business outside of the United States of America. The Site is controlled and operated from the United States and is not intended to subject us to the jurisdiction or laws of any country or sovereign entity other than the United States. The Site may not be appropriate or available for use in some jurisdictions outside of the United States, depending on your local laws and regulations. If you access the Site, you do so at your own risk, and you are responsible for complying with all local laws, rules, and regulations. We may limit the Site's availability, in whole or in part, to any person, geographic area, or jurisdiction we choose, at any time and in our sole discretion. You agree that your use of the Site, and any dispute relating to the Site, is governed exclusively by Florida law, without regard to choice of law and conflict of law principles.

### **Description of the Services**

We may provide users of the Site with access to goods, general information and services about us, including without limitation, information such as newsletters,

updates, articles, event details, videos, photos, text, data, and other similar content, as well as services such as event registration, subscription management, research tools, videos, links to third-party websites, and online forms that you can fill out to receive information or be contacted by us (such information and services, collectively, the "Services"). We reserve the right, at any time and for any reason, to refuse to provide Services or to condition the provision of Services in any manner.

### **Information You Submit**

You may voluntarily submit a variety of orders for goods, comments, information, images, files, links and other materials using the Site ("User Submissions"), and you grant us and our assigns a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any of your User Submissions that you post on or in connection with the Site ("User Submission License"). We may use your User Submissions without any obligation to compensate you for them, including for commercial purposes. We reserve the right to, in our sole discretion, refuse to accept, post, display, or transmit any User Submission. You represent and warrant that you have all the rights, power, and authority necessary to post your User Submissions. You agree that we have no responsibility or liability for the deletion of, or the failure to store or to transmit, any User Submissions or anything else on the Site. You agree that you will use the Site in compliance with all applicable local, state, national, and international laws, rules and regulations. Your submission of information through the Site is governed by our Privacy Policy, posted on the Site (the "Privacy Policy"). You agree that all information you provide to us is true, accurate, and complete, and you will maintain and update such information regularly. If you choose to make any of your personally identifiable or other information publicly available on the Site, you do so at your own risk.

### **Rules of Conduct**

While using the Site you must comply with all applicable laws, rules, and regulations. You may not order goods, or services, through the Site in order to resell the goods or services. In addition, we expect users of the Site to respect the rights and dignity of others. Your use of the Site is conditioned on your compliance with the rules of conduct set forth in this section; your failure to comply with such rules may result in termination of your access to the Site. You further agree that you will not use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine," or in any way gather Site content or reproduce or circumvent the navigational structure or presentation of the Site without our express prior written consent. Notwithstanding the foregoing, we grant the operators of public online search engines limited permission to use search retrieval applications to reproduce materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of such materials solely

in connection with each operator's public online search service. We reserve the right to revoke these exceptions either generally or in specific instances.

## **Registration**

You may need to register to use part(s) of the Site or to receive access to Services. We may reject, or require that you change, any username, password, or other information that you provide to us in registering. Your username and password are for your personal use only and should be kept confidential; you are responsible for any use of your username and password, and you agree to promptly notify us of any confidentiality breach or unauthorized use of your username and password, or your Site account.

## **Accuracy of Information**

We attempt to ensure that information on this Site is complete, accurate, and current. Despite our efforts, the information on this Site may occasionally be inaccurate, incomplete, or out of date. We make no representation as to the completeness, accuracy, or currentness of any information on this Site. If you notice anything on the Site that you believe to be inaccurate or incorrect, please let us know by emailing us at [info\[at\]feedingchildren everywhere.com](mailto:info@feedingchildren everywhere.com).

Also, you are responsible for ensuring that information you enter through the Site is accurate and complete. This means that we are not responsible for any consequences if you enter any inaccurate information. For example, if you enter incorrect information for shipping associated with the order of any goods, we are not responsible in any way for your error, and we are not obligated to assist in recovering lost shipments or the redirection of goods.

## **Our Rights**

We and our respective licensors own the information and materials made available through the Site. Such information and materials may be protected by copyright, trademark, patent, and other proprietary rights and laws. Except as expressly authorized in advance by us, you agree not to reproduce, modify, rent, lease, loan, sell, distribute or create derivative works based on any part of the Site or any information or materials made available through the Site. You may not use our trademarks and service marks in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Site should be construed as granting any license or right to use any trademarks or service marks without express prior written consent of the owner.

## **Links**

The Site may provide links to other websites. We are not responsible for and do not endorse external websites. We may allow you to link to the Site directly from another website; if you do link to the Site, you agree that you will disable and remove any such link promptly upon our request.

### **Accuracy of Information & Sworn Statement of Accuracy**

**When you submit information to us through the Site, you declare, under penalty of perjury under the laws of the United States, that the information provided is true and correct. We rely on the truth and accuracy of your submissions to make decisions about the provision of Services to you, and it is important you are truthful in your submission. For example, if you enter incorrect information for shipping associated with the order of any goods, we are not responsible in any way for your error, and we are not obligated to assist in recovering lost shipments or the redirection of goods.**

### **Limitations of Liability and Disclaimers**

THE SITE AND ALL SERVICES, INFORMATION, GOODS, AND MATERIALS MADE AVAILABLE THROUGH THE SITE ARE PROVIDED TO YOU "AS IS" WITHOUT ANY EXPRESS REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND WE DISCLAIM ALL STATUTORY OR IMPLIED REPRESENTATIONS, WARRANTIES, TERMS, AND CONDITIONS WITH RESPECT TO THE SITE AND ALL SERVICES, INFORMATION, GOODS, AND MATERIALS MADE AVAILABLE THROUGH THE SITE, INCLUDING THE REPRESENTATIONS AND WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND TITLE. WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SITE (OR ANY PART THEREOF) WILL BE ACCURATE, COMPLETE, OR ERROR-FREE, NOR THAT ANY PARTICULAR SOFTWARE OR HARDWARE, WILL BE COMPATIBLE WITH THE SITE, AND YOU HEREBY AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO (A) OBTAIN AND PAY FOR ANY SOFTWARE, HARDWARE AND SERVICES (INCLUDING INTERNET CONNECTIVITY) NEEDED TO ACCESS AND USE THE SITE, (B) ENSURE THAT ANY SOFTWARE, HARDWARE, AND SERVICES THAT YOU USE WILL FUNCTION CORRECTLY WITH THE SITE, AND (C) TO ENSURE ANY GOODS OR SERVICES OBTAINED THROUGH THE SERVICES OR THE SITE ARE OF ANY PARTICULAR QUALITY OR FITNESS. YOU AGREE THAT YOU MUST EVALUATE, AND THAT YOU BEAR ALL RISKS ASSOCIATED WITH, THE USE OF THE SITE, AS WELL AS THE USE OR CONSUMPTION OF ANY GOODS OR SERVICES OBTAINED THROUGH THE SITE OR SERVICES, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE SITE.

WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND IN CONNECTION WITH THE SITE, AS WELL AS GOODS OR SERVICES PROVIDED THROUGH THE SITE, NOR FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SITE, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. FURTHER, WE WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF THE SITE OR FROM ANY INFORMATION OR MATERIALS ON THE SITE.

YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE, AS WELL AS FOR ANY ISSUES WITH ANY GOODS OR SERVICES OBTAINED THROUGH THE SITE, IS TO STOP USING THE SITE. OUR MAXIMUM LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, FOR ANY REASON WHATSOEVER, SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO US TO ACCESS AND USE THE SITE.

IT IS POSSIBLE THAT APPLICABLE LAW MAY NOT ALLOW FOR LIMITATIONS ON CERTAIN IMPLIED WARRANTIES OR EXCLUSIONS OR LIMITATIONS OF CERTAIN DAMAGES; SOLELY TO THE EXTENT THAT SUCH LAW APPLIES TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. IF APPLICABLE LAW PROHIBITS THE LIMITATION OR EXCLUSION OF A PARTY'S LIABILITY WITH RESPECT TO DEATH OR PERSONAL INJURY CAUSED BY SUCH PARTY'S NEGLIGENCE, FRAUD, OR ANY OTHER MATTER, THEN SUCH PARTY'S LIABILITY WILL NOT BE LIMITED OR EXCLUDED TO THE EXTENT OF SUCH PROHIBITION UNDER SUCH APPLICABLE LAW.

### **Indemnity**

Except to the extent prohibited under applicable law, you agree to defend, indemnify and hold us or our affiliates harmless from and against all claims, losses, costs, and expenses (including attorneys' fees) arising out of (a) your use of, or activities in connection with, the Site (b) your use of consumption of the goods or services secured through the Site or Services, and (c) any violation of this Agreement by you.

### **Termination**

We may, at any time and for any reason, terminate your access to or use of: (a) the Site and Services, (b) your user name and password or (c) any files or information associated with your username and password. If we terminate your access to the Site, you will not have the right to bring claims against us or our affiliates with respect to such termination. We and our affiliates shall not be liable for any termination of your access to the Site or to any such information or files, and (except as may be required under mandatory applicable law) shall not be required to make such information or files available to you after any such termination. We may take steps that we believe are appropriate to enforce or verify compliance with any part of this Agreement (including our right to cooperate with any legal process relating to your use of the Site or any third-party claim that your use of the Site is unlawful or infringes such third party's rights).

### **Governing Law; Dispute Resolution**

You hereby agree that this Agreement (and any claim or dispute arising in connection with this Agreement or your use of the Site) is governed by and shall be construed in accordance with the laws of the State of Florida, U.S.A., without regard to its principles of conflicts of law, and you consent to the exclusive jurisdiction of the federal and state courts located in Orange County, Florida, U.S.A., and waive any jurisdictional, venue, or inconvenient forum objections thereto.

### **Binding Arbitration**

In exchange for the mutual promises contained in this Agreement, and as a condition of your use of the Site, you and FCE agree that any dispute or controversy arising out of, relation to, or in connection with this Agreement, the interpretation, validity, construction, performance, breach or termination of this Agreement, or any issue arising out of your use of the Site, shall be settled by binding arbitration

By your use of the Site, you and FCE are waiving all rights to have their disputes heard or decided by a jury or in a court trial and the right to pursue any class or representative claims against each other in court, arbitration, or any other proceeding. The arbitrator shall have not jurisdiction or authority to compel any class or collective claim, or to consolidate different arbitration proceedings with or join any other party to an arbitration between you and FCE. You and FCE expressly intend and agree that:

- i. class action and representative action procedures shall not be asserted, nor will they apply, in any arbitration pursuant to this Agreement;
- ii. each will not assert class or collective action or representative action claims against the other in arbitration or otherwise;

- iii. each will only submit their own, individual claims in arbitration and will not seek to represent the interests of any other person; and
- iv. any claims by you will not be joined, consolidated, or heard together with claims of any other individual or entity.

## **Miscellaneous**

We may freely assign our rights and obligations under this Agreement. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. This Agreement hereby incorporates by this reference any additional terms that we post on the Site (including, without limitation, our Privacy Policy) and, except as otherwise expressly stated herein, this Agreement is the entire Agreement between you and us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and us relating to such subject matter. Notices to you may be made via posting to the Site, by email, or by regular mail, in our discretion.

We may also provide notice of changes to this Agreement or other matters by displaying such notices or by providing links to such notices.