

Terms and Conditions

Clean Kids Backpack Program

Raffle Rules

1. Raffle tickets are \$20 each, no price breaks when any number are purchased.
2. All ticket sales will be transacted online through our raffle web page created by NationalFundraiser.com. The link for the raffle web site will be posted on our website www.cleankidspackpack.com, our e-newsletter and our social media outlets.
3. Purchaser will receive an email confirmation with ticket number, CKPB raffle license #, cost of ticket, time, date, location of drawing, if the winner needs to be present, description of major cash and merchandise prizes to win. They will also receive a link to their tickets and a confirmation code.
4. No tickets will be sold offline. No ticket sales are refundable.
5. Online raffle ticket sales will end at when remaining ticket counter gets to zero. Raffle will be held in Valdosta, GA. within 72 hours of last ticket sold.
6. Winners must claim prize with a valid driver's license that matches the name on the winning ticket. Must be 18 or older to win.
7. Winners need not be present to win. If winner is not present, we will contact the winner with the contact information that was provided at the purchase of ticket within 3 business days of drawing.
8. All tickets will be printed through NationalFundraiser.com software.
9. Tickets sold at the event will be entered through NationalFundraiser.com software. We will print out tickets sold and add them to the drawing.
10. Ticket purchases may be tax deductible. Check with a tax expert to determine if deductible.

NationalFundraiser.com BUYER TERMS OF SERVICE AGREEMENT

1. ACCEPTANCE OF TERMS.

1.1 Overview.

The following terms of service ("TOS") govern all use by you as a Buyer (as defined below) of (a) the

www.NationalFundraiser.com website (including all web pages, sub-domains and sub-parts therein contained, the "Site"), (b) any and all services available on or through the Site or otherwise provided by NationalFundraiser.com, LLC (" NationalFundraiser.com ") in connection with the Raffles (as defined below) listed on the Site, and (c) all Software (as defined below) (collectively, the "Services"). (To obtain the Services Agreement that applies to you and your use of the Services as a NationalFundraiser.com, please see <http://www.NationalFundraiser.com/terms/>.) The Services are owned and operated by NationalFundraiser.com. The Services are offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published from time to time on the Site by NationalFundraiser.com. BY USING OR ACCESSING ANY PART OF THE SERVICES, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN AND ALL OTHER OPERATING RULES, POLICIES AND PROCEDURES THAT MAY BE PUBLISHED FROM TIME TO TIME ON THE SITE BY NATIONALFUNDRAISER.COM. IF YOU DO NOT AGREE TO ANY OF SUCH TERMS, CONDITIONS, RULES, POLICIES OR PROCEDURES, DO NOT USE OR ACCESS THE SERVICES.

1.2 Modification.

NationalFundraiser.com reserves the right, at its sole discretion, to modify or replace any of the terms or conditions of this TOS at any time. It is your responsibility to check this TOS periodically for changes. Your continued use of the Services following the posting of any changes to this TOS constitutes acceptance of those changes. If any change to this TOS is not acceptable to you, your sole remedy is to cease accessing and otherwise using the Services.

2. DESCRIPTION OF NATIONALFUNDRAISER.COM.

NationalFundraiser.com provides a means for nonprofit organizations who engage in fundraising by organizing and conducting charitable raffles ("NationalFundraiser.com") to sell tickets for their charitable raffles ("Raffles") online to registered users who want to use the Site and the Services to purchase such tickets ("Buyers" or "you"). NationalFundraiser.com may use the Services to collect proceeds from Raffle ticket sales online directly from Buyers. Payments are all transacted through the NationalFundraiser.com payment processing gateway (the "Gateway").

3. YOUR USE OF THE SERVICES.

3.1 The Services.

NationalFundraiser.com hereby grants you a non-exclusive, non-transferable, non-assignable, non-sub licensable, revocable right to access and use the Services solely for the purpose of purchasing tickets for a Raffle registered on the Site, and then solely (i) in compliance with this TOS, and (ii) to the extent permitted under all applicable laws and regulations (foreign and domestic).

Notwithstanding the foregoing, you shall not, and shall not permit anyone else to, directly or indirectly: (i) modify, reproduce, distribute, scrape, frame or create derivatives of any part of the Services or Site Content (as defined below); (ii) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of all or any part of the Services (except as permitted by applicable law); (iii) rent, lease, resell, distribute or use the Services for timesharing, service bureau, or commercial purposes; (iv) remove or alter any proprietary notices or labels on or in the Services or Site Content; or (v) engage in any activity not otherwise permitted by this TOS, including those activities prohibited by Section 8.1.

4. PAYMENT AND REFUNDS.

4.1 Payment. NationalFundraiser.com's sole role with respect to payment is to provide the Gateway to facilitate processing of payments for Raffle tickets purchased through the Site. All such payments are collected directly from the Buyer by NationalFundraiser.com. All communications and disputes regarding payments are solely between Buyer and the NationalFundraiser.com, and NationalFundraiser.com is not responsible or liable in any way for rejected payments, incorrect charges or any other transaction failure in connection with a Buyer's use of the Services.

4.2 Refunds. It is the responsibility of the NationalFundraiser.com to communicate its refund policy to Buyers and to issue refunds to Buyers via the Site or otherwise. If you desire to request a refund, you must request the refund from the NationalFundraiser.com in accordance with its refund policy. All communications or disputes regarding chargebacks or refunds are solely between the NationalFundraiser.com and Buyer, and NationalFundraiser.com will not be responsible or liable in any way for chargebacks, refunds, errors in issuing refunds, or lack of refunds in connection with Buyer's use of the Services. If you are a Buyer and you wish to request a refund in connection with a Raffle listed on the Site, you should contact the applicable NationalFundraiser.com directly. Communications to NationalFundraiser.com concerning payments, refunds or chargebacks will not be answered and will not be forwarded to the NationalFundraiser.com. NationalFundraiser.com shall not be bound by the refund policy of any NationalFundraiser.com, whether or not such policy is communicated to Buyers on or through the Site.

5. YOUR REGISTRATION OBLIGATIONS.

By registering to use the Services, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the NationalFundraiser.com'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 NationalFundraiser.com has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, NationalFundraiser.com has the right to suspend or terminate or refuse any and all of your current or future use of the Services (or any portion thereof) immediately and without notice to you. NationalFundraiser.com shall have the right to use the Registration Data in accordance with the Privacy Policy (as defined herein). TO USE THE SERVICES, YOU MUST BE AT LEAST 18 YEARS OF AGE, OR THE LEGAL AGE OF MAJORITY WHERE YOU RESIDE IF THAT JURISDICTION HAS AN OLDER AGE OF MAJORITY.

6. ACCOUNT AND SECURITY.

You are responsible for maintaining the confidentiality of your account, and are fully responsible for all activities that occur under your account, whether or not authorized by you. You agree to (a) never share your account with anyone, (b) immediately notify NationalFundraiser.com of any actual or suspected unauthorized use of your account or any other breach of security, and (c) ensure that you exit from your account at the end of each session. NationalFundraiser.com cannot and will not be liable for any loss, damage or other liability arising from your failure to comply with this Section 6 or from any unauthorized access to or use of your account.

7. CONTENT.

7.1 Site Content.

You agree that all material, including without limitation information, data, software, text, design

elements, graphics, images and other content (collectively, "Content"), contained in or delivered via the Services or otherwise made available by NationalFundraiser.com in connection with the Services (collectively, "Site Content") is owned by NationalFundraiser.com and its licensors and is protected by copyrights, trademarks, service marks, trade secrets or other intellectual property and other proprietary rights and laws. Except as expressly authorized by NationalFundraiser.com in writing or solely as necessary for your use of the intended functionality of the Services, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works of any Site Content, or post any Site Content on any other web site or in a networked computer environment for any purpose. However, you may print or download a reasonable number of copies of the Site Content for your own personal informational or record-keeping purposes, provided that you retain all copyright and other proprietary notices contained therein. Reproducing, copying or distributing any Site Content for any other purpose is strictly prohibited without the express prior written permission of NationalFundraiser.com. You shall use the Site Content only for purposes that are permitted by this TOS and any applicable laws and regulations (foreign and domestic). Any rights not expressly granted herein are reserved.

7.2 NationalFundraiser.com License to use Your Content.

You hereby grant to NationalFundraiser.com a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable (through multiple tiers) right and license to use, reproduce, adapt, modify, distribute, translate, publish, create derivative works based on, perform, display and otherwise exploit any Content, feedback, suggestions or improvements that you, whether as a Buyer or other non-Organizer, contribute, provide or otherwise make available to NationalFundraiser.com or others and/or by or through the Site ("Your Content") in whole or in part, in any media now known or hereafter developed, for any purpose whatsoever, and to allow others to do so, without compensation to you or any third party. You represent and warrant that you have all the rights, power, authority and authorization necessary to contribute, provide and make available to NationalFundraiser.com and others Your Content and to grant the foregoing license, and that all Your Content (i) does not infringe, violate, misappropriate or otherwise conflict with the rights of any third party, (ii) complies with all applicable laws and regulations (foreign and domestic).

NationalFundraiser.com reserves the right to remove any of Your Content from the Site at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to Your Content) or no reason.

8. CONDUCT.

8.1 Certain Restrictions.

You understand that you are liable for your use of the Services, including for all Content, in whatever form, that you provide or otherwise make available to or through the Services, including to NationalFundraiser.com and Buyers. You agree not to use the Services to:

upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, fraudulent, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

harm minors in any way;

impersonate any person or entity, including, but not limited to, a NationalFundraiser.com or NationalFundraiser.com representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;

forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;

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);

upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other intellectual property or proprietary rights of any person or entity;

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, except in those areas that are designated for such purpose and within the scope of such designation;

upload, post, email, transmit or otherwise make available any Content 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 or to otherwise interact with the Services in a manner not permitted by this TOS or expressly authorized by NationalFundraiser.com;

interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;

intentionally or unintentionally violate any applicable law or regulation (foreign or domestic);

stalk or otherwise harass any person or entity.

8.2 Certain Remedial Rights.

NationalFundraiser.com does not pre-screen any Content provided or made available by you or any third party in connection with the Services, but NationalFundraiser.com and its designees shall have the right (but not the obligation) in their sole discretion to (i) monitor, alter, edit, or remove any Content, in whole or in part, and/or (ii) suspend, rescind and terminate your right to use the Services at any time (with or without notice) for any reason or no reason. You acknowledge and agree that NationalFundraiser.com may preserve Your Content and may also disclose Your Content for any reason (but subject to the terms of the Privacy Policy, as defined herein), including, without limitation, if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this TOS; (c) respond to claims that any of Your Content violates the rights of third parties; and/or (d) protect the rights, property, or personal safety of NationalFundraiser.com, its users and/or the public. You understand that the technical processing and transmission of the Services, including Your Content, may involve (i) transmissions over various networks; and/or (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

9. SPECIAL TERMS REGARDING INTERNATIONAL USE.

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. By way of example and not of limitation, you agree to comply with all applicable laws and regulations (foreign and domestic) regarding the transmission of technical data exported from the United States or the country in which you reside.

In addition, the Services are subject to United States export controls. No part of the Services may be exported or re-exported into, or to a national or resident of, any country to which the U.S. has embargoed goods and/or services of the same type as the Services. By using the Services or any part thereof (including by downloading any Software), you represent and warrant that you are not located in, and you are not a national or resident of, any such country. Further, no part of the Services (including any Software) may be exported or re-exported to any person or entity appearing on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the Bureau of Industry and Security's Denied Persons List. By using the Services or any part thereof (including by downloading any Software), you represent and warrant that you are not a person or entity or under the control of or affiliated with a person or entity that appears on any such list.

10. INDEMNIFICATION.

You agree to defend, indemnify and hold NationalFundraiser.com and its affiliates, licensors, suppliers, subcontractors, partners and agents, NationalFundraiser.com, and each of its and their respective officers, directors, agents and employees, harmless from any and all damage (whether direct, indirect, incidental, consequential or otherwise), loss, liability, cost and expense (including, without limitation, reasonable attorneys' and accounting fees) resulting from any claim, demand, suit, proceeding (whether before an arbitrator, court, mediator or otherwise), investigation or settlement made by any third party (each a "Claim") due to or arising out of Your Content, the Raffles listed on the Site, your use of, contribution to or connection with the Services, your violation of this TOS, and/or your violation of any rights of another. NationalFundraiser.com shall provide notice to you of any such Claim that it receives, provided that the failure or delay by NationalFundraiser.com in providing such notice shall not limit your obligations hereunder. NationalFundraiser.com reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this Section, and in such case, you agree to cooperate with all reasonable requests in assisting NationalFundraiser.com's defense of such matter.

11. SERVICE MODIFICATIONS AND SUSPENSIONS.

NationalFundraiser.com reserves the right at any time to, and from time to time may, modify, suspend or discontinue, temporarily or permanently, the Services (or any part thereof) for any reason or no reason with or without notice. You agree that NationalFundraiser.com shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

12. TERMINATION.

NationalFundraiser.com, in its sole discretion, may terminate your account and/or your right to use the Services, and remove and discard any and all of Your Content within the Services, at any time for any reason or no reason, including, without limitation, if NationalFundraiser.com believes that you have violated or acted inconsistently with the provisions of this TOS. You agree that any termination of your right to use the Services may be effected without prior notice, and acknowledge and agree that NationalFundraiser.com may immediately deactivate or delete your account and all related Content and files related to your account and/or bar any further access to such files or the Services. Further, you agree that NationalFundraiser.com shall not be liable to you or any third-party for any termination of your right to use or otherwise access the Services. All provisions of this TOS that by their nature should survive termination of your right to use the Services shall survive (including,

without limitation, all limitations on liability, releases, indemnification obligations, disclaimers of warranties, and intellectual property protections and licenses).

13. LINKS.

The Services may provide, or third parties, including NationalFundraiser.com, may provide, links to other Internet websites or resources. Because NationalFundraiser.com has no control over such websites and resources, you acknowledge and agree that NationalFundraiser.com is not responsible for the availability of such websites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, services or other materials on or available from such websites or resources. You further acknowledge and agree that NationalFundraiser.com shall not be responsible or liable for any damage or loss caused or alleged to be caused by or in connection with any use of or reliance on any such Content, advertising, products, services or other materials available on or through any such website or resource.

14. DISCLAIMER OF WARRANTIES.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

NATIONALFUNDRAISER.COM HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. NATIONALFUNDRAISER.COM MAKES NO WARRANTY THAT: (I) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (II) ANY CONTENT OBTAINED, OR ANY RAFFLE TICKETS PURCHASED, BY YOU THROUGH THE SERVICES, OR THE SERVICES THEMSELVES (OR ANY PART THEREOF), WILL MEET YOUR EXPECTATIONS, OR (III) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. NATIONALFUNDRAISER.COM IS NOT RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR THE CONTENT, PRODUCTS, SERVICES, ACTIONS OR OMISSIONS OF ANY BUYER OR NATIONALFUNDRAISER.COM IN CONNECTION WITH ANY RAFFLE; AND NATIONALFUNDRAISER.COM WILL HAVE NO LIABILITY WITH RESPECT TO ANY WARRANTY DISCLAIMED IN (I) THROUGH (V) ABOVE. YOU ACKNOWLEDGE THAT NATIONALFUNDRAISER.COM HAS NO CONTROL OVER AND DOES NOT GUARANTEE THE QUALITY OR LEGALITY OF RAFFLES LISTED ON THE SITE, THE TRUTH OR ACCURACY OF ANY BUYER'S OR NATIONALFUNDRAISER.COM'S CONTENT OR LISTINGS, OR THE ABILITY OF ANY BUYER OR NATIONALFUNDRAISER.COM TO PERFORM, OR ACTUALLY COMPLETE A TRANSACTION. THE FOREGOING DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. Notwithstanding the foregoing, you may report the misconduct of users, Buyers, NationalFundraiser.com and/or third parties in connection with the Site or any Services to NationalFundraiser.com. NationalFundraiser.com, in its sole discretion, may, but shall not be obligated to, investigate the claim and take any action that it deems appropriate.

15. LIMITATION OF LIABILITY.

NATIONALFUNDRAISER.COM SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WITH RESPECT TO THE SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS TOS, FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF NATIONALFUNDRAISER.COM HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), (II) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES, (III) AMOUNTS IN EXCESS OF US\$100.00 IN THE AGGREGATE FOR ALL CLAIMS WITH RESPECT TO THE SERVICES, OR (IV) ANY MATTERS BEYOND NATIONALFUNDRAISER.COM'S REASONABLE CONTROL. NATIONALFUNDRAISER.COM SHALL HAVE NO LIABILITY WITH RESPECT TO ANY OF YOUR CONTENT OR ANY CONTENT OF ANY OTHER USER OF THE SERVICES. IN ADDITION, NATIONALFUNDRAISER.COM IS NOT AFFILIATED WITH, AND HAS NO AGENCY OR EMPLOYMENT RELATIONSHIP WITH, ANY THIRD PARTY SERVICE PROVIDER USED IN CONJUNCTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, THE GATEWAY), AND NATIONALFUNDRAISER.COM HAS NO RESPONSIBILITY FOR, AND HEREBY DISCLAIMS ALL LIABILITY ARISING FROM, THE ACTS OR OMISSIONS OF ANY SUCH THIRD PARTY SERVICE PROVIDER. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

16. RELEASE.

IN CONSIDERATION OF BEING PERMITTED TO ACCESS AND USE THE SERVICES, YOU HEREBY AGREE TO RELEASE NATIONALFUNDRAISER.COM AND ITS AFFILIATES, LICENSORS, SUPPLIERS, SUBCONTRACTORS, PARTNERS AND AGENTS, ALL NATIONALFUNDRAISER.COMS, AND EACH OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM ALL DAMAGES (WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE), LOSSES, LIABILITIES, COSTS AND EXPENSES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH DISPUTES BETWEEN YOU AND THIRD PARTIES (INCLUDING OTHER ORGANIZERS, BUYERS, AND OTHER NON-ORGANIZERS) IN CONNECTION WITH THE SERVICES, YOUR ACCESS AND USE OF THE SERVICES, OR ANY EVENTS LISTED THEREON.

17. PRIVACY POLICY.

All information provided by you or collected by NationalFundraiser.com in connection with the Services will only be used to send you correspondence about your ticket purchase. **NationalFundraiser.com will never share or sell your information to any third party without your permission.** The only parties with access to your information will be NationalFundraiser.com and the organization running the raffle. You should take care to protect private information or information that is important to you. NationalFundraiser.com is not liable for the protection of privacy of electronic mail or other information transferred through the Internet or any other network that you may use. NationalFundraiser.com does not control and shall not be responsible for the acts of you or any other users (whether NationalFundraiser.com, Buyers or otherwise) of the Services.

18. NOTICE.

Notices to you may be made via either e-mail or United States mail to the address in NationalFundraiser.com' records. If you provide an e-mail address, you hereby consent to receiving notice via e-mail. The Services may also provide notices of changes to this TOS or other matters by displaying notices or links to notices to you generally on the Services. Any notice from you to us shall be sent in writing to our mailing address at NationalFundraiser.com, LLC 76 Wildwood Lane, Eustis, FL. 32726

19. TRADEMARK INFORMATION.

The trademarks, service marks, and logos of NationalFundraiser.com (the "NationalFundraiser.com Trademarks") used and displayed in connection with the Services are registered and/or unregistered trademarks or service marks of NationalFundraiser.com. Other company, product, and service names used in connection with the Services may be trademarks or service marks owned by third parties (the "Third Party Trademarks", and, collectively with NationalFundraiser.com Trademarks, the "Trademarks"). The offering of the Services shall not be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed in connection with the Services without the prior written consent of NationalFundraiser.com specific for each such use. The Trademarks may not be used to disparage NationalFundraiser.com, any third party or NationalFundraiser.com or third party's products or services, or in any manner (in NationalFundraiser.com sole judgment) that may damage any goodwill in the Trademarks. Use of any Trademarks as part of a link to or from any site is prohibited unless NationalFundraiser.com approves the establishment of such a link by prior written consent specific for each such link. All goodwill generated from the use of any NationalFundraiser.com Trademark shall inure to NationalFundraiser.com benefit.

20. MISCELLANEOUS.

20.1 Entire Agreement.

This TOS and the Privacy Policy constitutes the entire agreement between you and NationalFundraiser.com and governs your use of the Services as a Buyer, superseding any prior or contemporaneous agreements, proposals, discussions or communications between you and NationalFundraiser.com on the subject matter hereof. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third party Content, third party software or the Services in a manner other than as governed by this TOS.

20.2 Governing Law.

This TOS and the provision of the Services to you are governed by the laws of the State of Maryland, without regard to its principles concerning conflicts of law.

20.3 Jurisdiction and Venue.

The exclusive jurisdiction and venue for actions related to or arising out of the subject matter hereof shall be the state and federal courts located in Baltimore County, Maryland, and both parties hereby submit to the exclusive personal jurisdiction of and venue in such courts.

20.4 Waiver.

The failure or delay of NationalFundraiser.com to exercise or enforce any right or provision of this TOS shall not constitute a waiver of such right or provision. No oral waiver, amendment or modification shall be effective under any circumstance whatsoever.

20.5 Severability. If any provision of this TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this TOS shall remain in full force and effect.

20.6 Time to File Claim.

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 Services or this TOS must be filed within two (2) years after such claim or cause of action arose or be forever barred.

20.7 Captions.

The section captions in this TOS are for convenience only and have no legal or contractual effect.