

TERMS OF SERVICE

Date: December 10, 2020

Access and Use of the Services

Authentic Tourism LLC Services Description: The Authentic Tourism LLC Services are offered as a platform to allow a business, individual or nonprofit organizations (the "Campaign Organizer") to post a fundraising campaign ("Campaign") to the AuthenticAmerica.com Platform to accept monetary donations ("Donations") from donors ("Donors").

Payment Processor: Authentic Tourism LLC is not a payment processor. Instead, Authentic Tourism LLC uses third-party payment processing partners to process Donations for a Campaign ("Payment Processor"). You acknowledge and agree that the use of Payment Processors is integral to the Services and we exchange information with Payment Processors in order to facilitate the provision of Services.

Payment Processor Fees: Authentic Tourism LLC does not currently charge a fee for the creation of a campaign or posting a site/event listing on AuthenticAmerica.com. Although there are no fees to set up a Campaign, industry-standard payment processor fees apply (hereinafter and on the website referred to as "Payment Processor Fees").

The Services are platforms; We are not a Broker, Financial Institution, Creditor or Charity: The Services are administrative platforms only. Authentic Tourism LLC facilitates the Campaign of the Campaign Organizers and permits Donors to make donations to these Campaign Organizers. Authentic Tourism LLC is not a broker, agent, financial institution, creditor, or 501(c)(3) nonprofit corporation.

All information and content provided by Authentic Tourism LLC relating to the Services is for informational purposes only, and Authentic Tourism LLC does not guarantee the completeness, timeliness or reliability of any such information or content. No content is intended to provide financial, legal, tax or other professional advice. Before making any decisions regarding any Campaigns, Nonprofit Organization, or any information or content relating to the Services, you should consult your financial, legal, tax, or other professional advisor as appropriate. You acknowledge that all information and content accessed by you using the Services is at your own risk.

Authentic Tourism LLC has no control over the conduct of, or any information provided by, a User and hereby disclaims all liability in this regard to the fullest extent permitted by applicable law. We do not guarantee that a Campaign will obtain a certain amount of Donations or any Donations at all. We do not endorse any Campaign, User, or cause and we make no guarantee, express or implied, that any information provided through the Services is accurate. We expressly disclaim any liability or responsibility for the outcome or success of any Campaign. You, as a Donor, must make the final determination as to the value and appropriateness of contributing to any User, Campaign, or event.

No Solicitation: Authentic Tourism LLC is offered to help Campaign Organizers raise awareness, leading hopefully to increased visitation and/or donations. Authentic Tourism LLC merely provides the technology to allow fundraisers to connect with Donors and destinations (sites and festivals) with potential travelers. The existence of the Services is not a solicitation of donations by Authentic Tourism LLC, and Authentic Tourism LLC does not engage in any solicitation activities, or consult on the solicitation of contributions from the public, on behalf of any individual, entity, or organization. By using the Services, you understand and agree that Authentic Tourism LLC shall not be responsible for the use of your donations or the amount of funds raised for the User, Campaign, or event.

Donors: All Donations are at your own risk. When you make a Donation through the Platforms it is your responsibility to understand how your money will be used. Authentic Tourism LLC is not responsible for any offers, promises, rewards or promotions made or offered by Users or Campaigns. We do not and cannot verify the information that Users or Campaigns supply, nor do we represent or guarantee that the Donations will be used in accordance with any fundraising purpose prescribed by a User or Campaign or in accordance with applicable laws. Notwithstanding the foregoing, we take possible fraudulent activity and the misuse of funds raised very seriously. If you have reason to believe that a User or Campaign is not raising or using the funds for their stated purpose, please alert our team of this potential issue and we will investigate.

Donors are not permitted to impose restrictions on the use of Donations by a Nonprofit Site or Event Organizer. To the extent that a Donation is made in response to an appeal for a particular program of a Nonprofit Site or Event Organizer, or to the extent that a Donor purports to direct the use of Donations by a Nonprofit Site or Event Organizer, any such directions shall constitute non-binding recommendations only and the Nonprofit Site or Event Organizer shall have full discretion to determine how all Donations will be used.

- A. Authentic Tourism LLC makes no representation as to whether all or any portion of your Donations, including, if any, Payment Processor Fees, are tax deductible or eligible for tax credits. Authentic Tourism LLC will have no liability for any claim by any federal, state, provincial, territorial, local or any other tax authority with respect to the characterization on any applicable tax return of any Donation by you, any User or any nonprofit organization. You should consult your tax advisor as to the amount of your Donation that is tax deductible or eligible for tax recognition, having regard to (among other things) the tax status of the recipient of any Donation in any relevant jurisdiction, and particularly if you are awarded a gift or prize in connection with your Donation.
- B. Donors shall provide Authentic Tourism LLC with such information as is required to enable the issuing of an official Donation receipt. Donor acknowledges and agrees that, in accordance with the Privacy Policy, certain of Donor's personal information will be shared with the nonprofit organization to which such Donor makes a donation (including without limitation as part of a Donor List, as set forth above). Authentic Tourism LLC is not responsible, and shall not be liable, for any nonprofit organization's use of any Donor information.

Campaign Organizer: You, as a Campaign Organizer, represent, warrant, and covenant that (i) all information you provide in connection with a Campaign or Beneficiary is accurate, complete, and not likely to deceive reasonable Users; (ii) all Donations contributed to your Campaign will be used solely as described in the materials that you post or otherwise provide; (iii) if you withdraw donations believed by reasonable Donors to be raised on behalf of someone other than you (i.e., the Beneficiary), all Donations will be given to and/or spent on behalf of the Beneficiary; (iv) if you add a Beneficiary through the Services, you relinquish control of the Donations, including the ability to issue refunds; (v) you will not infringe the rights of others; (vi) you will comply with all relevant and applicable law and financial reporting obligations, including but not limited to laws and regulations relating to registration, tax reporting, political contributions, and asset disclosures for your project; and (vii) to the extent you share with us any personal data of any third party for any purpose, including the names, email addresses and phone numbers of your personal contacts, you have the authority (including any necessary consents), as required under applicable law, to provide us with such personal data and allow us to use such personal data for the purposes for which you shared it with us. You authorize Authentic Tourism LCC, and Authentic Tourism LLC reserves the right to, provide information relating to your Campaign to Donors, beneficiaries of your Campaign or law enforcement, and to assist in any investigation thereof.

If you use the Services as an agent of a nonprofit organization using the services to raise funds for such nonprofit organization, you represent and warrant that: (a) you are a representative of the nonprofit organization, which representative is authorized to raise funds or bind the nonprofit organization to these Terms of Service; (b) you are raising funds for a nonprofit organization, with a cause or activity that is legal under all applicable federal, state, provincial, territorial and local laws and regulations; (c) all donated funds will be used solely for the purpose you have stated on and in connection with your Campaign, and under no circumstances may you use the funds for any

other purpose; (d) your nonprofit organization has and will maintain tax-exempt status under applicable law (example, the Internal Revenue Code in the United States); or (e) if your nonprofit is registered with GuideStar or the IRS tax exempt organization database.

Your Registration Obligations: You may be required to register with Authentic Tourism LLC in order to access and use certain features of the Services. If you choose to register for the Services, you agree to provide and maintain true, accurate, current and complete information about yourself or your nonprofit organization as prompted by the Services' registration form. Campaign Organizers must register using their true identities (or the identities of the nonprofit's authorized representatives), including their name, address and any image or video purporting to depict the Campaign Organizer or the Beneficiary of such campaign. You agree to keep registration information current and up to date.

These Terms of Service and our Privacy Policy Registration govern data and certain other information about you. If you are under 13 years of age, you are not authorized to use the Services, with or without registering. In addition, if you are under the age of majority in your jurisdiction (typically 18 or 19 years of age), you may use the Services, with or without registering, only with the approval of your parent or guardian. Certain aspects of our Services may also require you to register with, and agree to the terms of, third-party service providers (e.g., Payment Processors), with whom Authentic Tourism LLC has entered into contracts, in order to be able to benefit from their services. If Authentic Tourism LLC or one of our payments processors at any time discovers that the information you provided about you or the purpose of your Campaign is incorrect or violates any of these Terms of Service or their terms of service, the Services may be suspended and/or terminated with immediate effect and fines may be applied by the relevant authorities which will in all such cases be payable by you. You acknowledge and agree that the use of third party Payment Processors are integral to the Services and that we exchange information with such third parties in order to facilitate the provision of Services as set out in our Privacy Policy.

Nonprofit Organizations

The Authentic Tourism LLC Services include the features and services described here. All donations are subject to a Payment Processor Fee for each donation. Donors have the option to cover all Payment Processor Fees at checkout.

- A. *Chargebacks and Refunds.* Occasionally, a Donor may dispute a credit card charge for a Donation through the Services. If Donations are refunded to the Donor by PayPal and PayPal already remitted payment to the nonprofit organization, PayPal will deduct the chargebacks or refunds from future payments to the nonprofit organization, and if necessary, issue an invoice to the applicable nonprofit. The applicable nonprofit organization expressly agrees that it will be responsible for paying PayPal the full amount of any Donation refund due to a Donor. PayPal may elect to offset a future Donation rather than requesting that the nonprofit organization return the refunded Donation.
- B. If you are the authorized representative of a nonprofit organization, and you do not wish for your organization to appear in AuthenticAmerica.com's searchable database, you may contact us by email to request that your organization be removed from our database. Your email should include your full name, title, and an email address and phone number associated with your organization. Please note that if your nonprofit organization is removed from Authentic Tourism LLC's database, it will not be eligible to receive contributions through either of the Platforms.
- C. *Receiving Funds.* As a nonprofit organization, receipt of Donations, minus any applicable Payment Processor Fees, is based upon and subject to the applicable Payment Processor's procedures and terms. Authentic Tourism LLC will make payment to the Campaign organizer (nonprofit organization) upon receipt of a minimum of \$1,000 in donations or the last day of the month, whichever occurs first. The funds will be remitted to the campaign organization by check or ACH transfer, as determined by the Campaign organizer. Authentic Tourism LLC is not a payment processor and does not hold funds beyond the terms outlined in the above schedule.

- D. Authentic Tourism LLC does not withhold funds for tax purposes or otherwise. Recipient organizations will be solely responsible for taxes based on applicable international, federal, state, local or any other taxes or levies, or for any applicable taxes based on their net income or gross receipts (if any).

Ownership of Donor Lists and Data

- A. As between Authentic Tourism LLC and nonprofit organizations using the Authentic Tourism LLC Platform, organizations may request Donor Lists (defined below) and Donor Data (defined below) for compliance and transactional purposes. If the nonprofit organization has a Campaign Contact on the Authentic Tourism LLC Platform, Authentic Tourism LLC shall transfer all Donor Lists and Donor Data to the nonprofit organization's account.
- B. As between Authentic Tourism LLC and the nonprofit organization using the Authentic Tourism LLC Platform, with respect to Donor lists and Donor Data that Authentic Tourism LLC has received exclusively by means of a donation to such nonprofit organization and by no other means, and to the extent permitted by the Privacy Policy and applicable law, the nonprofit organization shall own the Donor Data of Donors who have provided a Donation to the nonprofit organization, including contact information of such Donors; provided, however, that nonprofit grants to Authentic Tourism LLC a worldwide, non-exclusive, royalty-free, perpetual license to use Donor Data for the following purposes: (a) to provide the Services, including account administration and processing donations; (b) to enforce our agreements; (c) fraud prevention, safety, security, and compliance with law; (d) to respond to law enforcement requests; (e) research and analytics; (f) to customize, adjust, and improve the Services; and (g) to develop new services. "Donor Data" shall mean a Donor's name, address, email address, donation amount, date of transaction, transaction identification number, name of the project, and event associated with the Donation. The list of donors who contribute to a nonprofit organization's campaign or event conducted through the services ("donor lists") are provided "as is", and Authentic Tourism LLC makes no representations, warranties or guarantees about the accuracy, completeness or timeliness of any donor list or any information contained therein. By using these Services, all Donors consent to the disclosure of such Donor Lists and Donor Data described in this Section.

Taxes: It is your responsibility to determine what, if any, taxes apply to the Donations you receive through your use of the Services. It is solely your responsibility to assess, collect, report or remit the correct tax, if any, to the appropriate tax authority.

Member Account, Password and Security: You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Authentic Tourism LLC of any unauthorized use of your password or account or any other breach of security, and (b) sign out from your account at the end of each session when accessing the Services. Authentic Tourism LLC will not be liable for any loss or damage arising from your failure to comply with this Section.

Modifications to Services: Authentic Tourism LLC reserves the right to modify, suspend or discontinue, temporarily or permanently, the Services (or any part thereof) at any time and for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs, or losses resulting therefrom.

Content Manifestly Made Public by the User

Public Content; Public Display of Information and Donations: Some of your activity on and through the Services is public, such as content you post publicly on the Platforms (including descriptions, texts, music, sound, information, data, software, graphics, comments, photos, videos, images, trademarks, logos, brands or other materials you upload or post through the Services or share with other users or recipients) ("User Content"). Additionally, user profile information, including your first and last name, public email address, organization, personal biography, and other information you enter in connection with your user profile may be displayed to other users to facilitate user

interaction within the Services. For example, as a Campaign Organizer, you might post your personal data - such as information about a recent hospital stay - which data might be considered sensitive data. In addition, as a Donor, you have the option to publicly display your Donation for all to see, including on search engines (like Google and Yahoo). To keep the details of your Donation private from the general public, simply click the "Private" checkbox during the Donation process. Please remember that if you choose to provide information using certain public features of the Services, then that information is governed by the privacy settings of those particular features and may be publicly available. Individuals reading such information may use or disclose it to other individuals or entities without our knowledge and without your knowledge, and search engines may index that information. We therefore urge you to think carefully about including any specific information you may deem private in content that you create or information that you submit through the Services. Please see our [Privacy Policy](#) for information on the ways that we may collect, use, and store certain information about you and your use of the Services.

Unsolicited Information: Please be advised that User Content and other unsolicited information you provide may be publicly accessible, such as information you post in forums or comment sections. We also collect information through customer support communications, your communications to us of ideas for new products or modifications to existing products, and other unsolicited submissions, or any questions, comments, suggestions, ideas, feedback or other information about the Services (collectively, with publicly-accessible information, "Unsolicited Information"). By sending us Unsolicited Information, (a) you agree that we are under no obligation of confidentiality, expressed or implied, with respect to the Unsolicited Information; (b) you acknowledge that we may have something similar to the Unsolicited Information already under consideration or in development; (c) you agree that Authentic Tourism LLC will be entitled to the unrestricted use and dissemination of the Unsolicited Information for any purpose, commercial or otherwise, without acknowledgment or compensation to you; (d) you represent and warrant that you have all rights necessary to submit the Unsolicited Information; (e) to the extent necessary, you hereby grant to Authentic Tourism LLC a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully transferable and sublicensable right (through multiple tiers) and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Unsolicited Information, and to sublicense the foregoing rights; and (f) you irrevocably waive, and cause to be waived, against Authentic Tourism LLC and its users any claims and assertions of any moral rights contained in such Unsolicited Information. This Unsolicited Information section shall survive any termination of your account or the Services.

You acknowledge and agree that Authentic Tourism LLC may preserve Unsolicited Information, as well as User Content, and may also disclose your Unsolicited Information or User Content 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, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any User Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Authentic Tourism LLC, its users or the public.

Third-Party Communications: If you use any feature of the Services that allows you to communicate with third parties (such as to refer a third party to the Services or to communicate with them regarding a Campaign or a donation), either by submitting Third-Party Data to the Services or otherwise permitting the Services to automatically access Third-Party Data in your possession, you acknowledge and agree that you have the authority of the relevant third party for us to access and use the relevant Third-Party Data and that you have notified these third parties and informed them how their information is collected and used by Authentic Tourism LLC to provide the Services. We reserve the right to identify you as the person who has made the referral in any messages that are sent to them. We use Third-Party Data to (a) contact such third party using the Third-Party Data provided, and/or (b) provide you with an editable template message designed to facilitate communications between you and such third party through the Services. In addition to sending the foregoing communications we may also send reminders or related messages to you and to third parties on your behalf from time to time where permitted by applicable law. In each case, any such communication sent to third parties using Third-Party Data will provide a means to "opt out" of receiving further communication of the same nature.

Promotions on the AuthenticAmerica.com Platform: You are not permitted to offer any Promotion on the AuthenticAmerica.com Platform without our prior written consent from Authentic Tourism LLC. You may seek permission by sending an email to nposupport@authenticamerica.com. If we consent, you take full responsibility for the Promotion, and you agree that: (a) such Promotion shall comply with all applicable laws; (b) you are solely responsible for all facets of the Promotion, including without limitation any prizes offered; (c) you may not use the our intellectual property in the rules or any other materials relating to the Promotion without our express written permission; (d) such Promotion does not require making a Donation as the only way to enter; (e) you are responsible for the marketing of the Promotion, and that such Promotion is not marketed to anyone under either the age of 18 or the age of majority for the jurisdiction in which you reside, whichever age is older; (f) prizes, rewards, give-aways or incentives are not intended to be items available for purchase; and (g) such Promotion may not endorse, sponsor or promote anything related to gambling, alcohol, illegal or prescription drugs, medical devices, national health products, firearms, pornography, or tobacco. You will include the following provisions within your official rules for any Promotion that you choose to publicize on Authentic Tourism LLC Services: (i) Authentic Tourism LLC does not sponsor or endorse the Promotion; (ii) Authentic Tourism LLC does not guarantee the delivery of any reward, incentive or other prize offered by you; (iii) each participant or entrant in the Promotion releases Authentic Tourism LLC from any and all liability and (iv) all questions concerning the Promotion must be directed to you and not to Authentic Tourism LLC.

If you or any other third party offer to match funds raised for a nonprofit organization through AuthenticAmerica.com, you or such third party are solely responsible for providing those matching funds to the nonprofit organization and for complying with any legal obligations associated with such a match. Authentic Tourism LLC shall have no responsibility for providing such matching funds, ensuring that you or the third party provides those funds, or ensuring any relevant legal obligations are met.

Data Retention: You acknowledge that Authentic Tourism LLC has no obligation to you to retain data relating to any account or Campaign. You acknowledge that Authentic Tourism LLC reserves the right to delete data or to terminate accounts or Campaigns at any time and for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs or losses resulting therefrom. The foregoing does not apply to Campaigns or accounts started by Charities on either Platform, in which case Authentic Tourism LLC will provide reasonable notice where possible.

Mobile AuthenticAmerica.com Services: The Authentic Tourism LLC Services include certain features that may be made available via a mobile device, including the ability to (i) upload User Content to the Authentic Tourism LLC Platform, (ii) browse the Authentic Tourism LLC Platform and (iii) access certain items through an application downloaded and installed on a mobile device (collectively, the "Mobile Services"). To the extent you access Mobile Services, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. We shall comply with any additional requirements that may apply under local laws and regulations before communicating with you in this manner. In the event that you change or deactivate your mobile telephone number, you agree to promptly update your AuthenticAmerica.com account information to ensure that your messages are not sent to the person that acquires your old number.

Prohibited Conduct

You are solely responsible for compliance with all applicable law in relation to your Campaign or use of the Services. You are further solely responsible for all User Content that you upload, post, publish, display, transmit or otherwise use (hereinafter, "Upload"). If you are not the beneficiary of the Campaign you organize, you agree to deliver funds to the ultimate beneficiary directly and as soon as possible. You agree to fully cooperate with any request we make for evidence we deem necessary to verify your compliance with these Terms of Service.

The following are examples of User Content and/or use that is illegal or prohibited by Authentic Tourism LLC. This list is not exhaustive and we reserve the right to remove any Campaign and/or investigate any User who, in our sole discretion, violates any of the terms or spirit of these Terms of Service. As we investigate Your Campaign, a User, or User Content, we may consider all available material including but not limited to social media, related news, and any other information that we, in our sole discretion, deem relevant in our review. We further reserve the right, without limitation, to ban or disable your use of the Services, remove the offending User Content, suspend or terminate Your account, stop payments to any such Campaign, freeze or place a hold on Donations, and report you to law enforcement authorities or otherwise take appropriate legal action including seeking restitution on behalf of ourselves and/or our users.

Without limiting the foregoing, you agree:

- A. Not to use the Services to raise funds or establish or contribute to any Campaign with the implicit or explicit purpose of or involving:
 1. The violation of any law, regulation, industry requirement, or third-party guidelines or agreements by which you are bound, including those of payment card providers and transaction processors that you utilize in connection with the Services;
 2. User Content or campaigns that are fraudulent, misleading, inaccurate, dishonest, or impossible;
 3. Knives, explosives, ammunition, firearms, or other weaponry or accessories;
 4. Gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to raffles, casino games, sports betting, fantasy sports, horse or greyhound racing, lottery tickets, raffle tickets, auctions and other ventures that facilitate gambling, games of skill or chance (whether or not it is legally defined as a lottery), promotions involving monetary rewards, including gift cards, or sweepstakes;
 5. User Content or reflecting behavior that we deem, in our sole discretion, to be an abuse of power or in support of hate, violence, harassment, bullying, discrimination, terrorism, or intolerance of any kind relating to race, ethnicity, national origin, religious affiliation, sexual orientation, sex, gender, gender identity, gender expression, serious disabilities or diseases;
 6. Activities with, in, or involving countries, regions, governments, persons, or entities that are subject to U.S. and other economic sanctions under applicable law, unless such activities are expressly authorized by the appropriate governmental authority;
 7. Offensive, graphic, perverse or sensitive content;
 8. The sale of items before the seller has control or possession of the item;
 9. Collecting payments on behalf of merchants by payment processors or otherwise; including but not limited to self-payments on campaigns or an attempt to bypass or otherwise circumvent the designated method of payment as provided by Authentic Tourism LLC;
 10. Sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value;
 11. Counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder;
 12. Products or services that directly infringe or facilitate infringement upon the trademark, patent, copyright, trade secrets, or proprietary or privacy rights of any third party;
 13. Unauthorized sale or resale of brand name or designer products or services;
 14. Sale of goods or services that are illegally imported or exported;
 15. Processing where there is no bona fide donation accepted; cash advance; card testing; evasion of card network chargeback monitoring programs;
 16. Collecting or providing funds for any purpose other than as described in a Campaign description;
 17. Any other activity that Authentic Tourism LLC may deem in its sole discretion to be in support of individuals and/or entities associated with alleged financial crimes including but not limited to corruption, bribery, tax evasion, fraud, and activities of a similar nature; or
 18. Any other activity that Authentic Tourism LLC may deem in its sole discretion to be unacceptable.

- B. Not to use the Services to transmit or otherwise upload any User Content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) 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; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; or (vi) in the sole judgment of Authentic Tourism LLC, is objectionable or which restricts or inhibits any other person from using or enjoying the Services, or which may expose Authentic Tourism LLC or its users to any harm or liability of any type;
- C. Not to interfere with or disrupt servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
- D. Not to harvest, collect or publish personally identifiable information of others;
- E. Not to raise funds for a minor without the express permission of the minor's guardian unless the funds are transferred into a trust account for the sole benefit of the minor;
- F. Not to use the Services on behalf of a third party or post any personal data or other information about a third party, without the express consent of that third party;
- G. Not to use another User's account or URL without permission, impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity, misrepresent a nonprofit organization or Campaign through the Services, or post User Content in any inappropriate category or areas on the Services;
- H. Not create any liability for Authentic Tourism LLC or cause us to lose (in whole or in part) the services of our Internet Service Provider(s), web hosting company or any other vendors or suppliers;
- I. Not to engage in any conduct that, in Authentic Tourism LLC's sole judgment and discretion, restricts or inhibits any other user from using or enjoying the Services;
- J. Not to interfere with or disrupt any servers or networks used to provide the Services or their respective features, or disobey any requirements of the networks Authentic Tourism LLC uses to provide the Services;
- K. Not to gain unauthorized access to the Services, or any account, computer system, or network connected to these Services, by any unauthorized or illegal means;
- L. Not to obtain or attempt to obtain any materials or information not intentionally made available through the Services;
- M. Not to use the Services to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising, except that using the Services for fundraising activities in accordance with these Terms is expressly permitted;
- N. Not to, on the Authentic Tourism LLC Platform, engage in advertising or commercial solicitation of any product or service without Authentic Tourism LLC's written consent, except that using the Services for fundraising activities in accordance with these Terms is expressly permitted;
- O. Transmit more request messages through the Services in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser;
- P. Undertake any activity or engage in any conduct that is inconsistent with the business or purpose of the Services; or
- Q. Attempt to undertake indirectly any of the foregoing.

Additionally, with respect to all Donations you make or accept through the Services, you agree:

- A. Not to make or accept any Donations that you know or suspect to be erroneous, suspicious or fraudulent;
- B. To maintain reasonable and standard security measures to protect any information transmitted and received through the Services, including without limitation by adhering to any security procedures and controls required by Authentic Tourism LLC from time to time;
- C. To maintain a copy of all electronic and other records related to Campaigns and Donations as necessary for Authentic Tourism LLC to verify compliance with these Terms of Service and make such records

available to Authentic Tourism LLC upon our request. For clarity, the foregoing does not affect or limit your obligations to maintain documentation as required by applicable laws, rules, regulations, or governmental authority; and

- D. At Authentic Tourism LLC's request, including without limitation in case of investigations by Authentic Tourism LLC, a payment processing partner, or a regulatory or governmental authority, to fully cooperate in the auditing of such records, investigation of the relevant circumstances and remedy of any uncovered violation or wrongdoing.

Authentic Tourism LLC reserves the right to refuse, condition, or suspend any Donations or other transactions that we believe in our sole discretion may violate the Terms of Service or harm the interests of our users, business partners, the public, or Authentic Tourism LLC, or that expose you, Authentic Tourism LLC, or others to risks unacceptable to us. We may share any information related to your use of the Services with the appropriate financial institution, regulatory authority, or law enforcement agency consistent with our legal obligations. This information may include information about you, your account, your Donors, your Donations, and transactions made through or in connection with your use of the Services.

Donor Conduct

Donations: In order to contribute to a Campaign or to a nonprofit organization, a Donor will be required to provide Authentic Tourism LLC information regarding its credit card or other payment instrument ("Payment Instrument") that is linked to the Donor's account on the Services (a "Billing Account"). You, as a Donor, represent and warrant to Authentic Tourism LLC that such information is true and that you are authorized to use the applicable Payment Instrument. You agree that a certain minimum Donation amount may apply, and that all Donations are final and will not be refunded unless Authentic Tourism LLC, in its sole discretion, agrees to issue a refund. Authentic Tourism LLC uses third-party payment processing partners to bill you through your Payment Instrument and Billing Account for any Donations made, and Donors acknowledge that by contributing a Donation to a Campaign, the Donor agrees to the processing, use, transfer or disclosure of data by our Payment Processors pursuant to any and all applicable terms set forth by our payment partners (currently, PayPal, Inc.), in addition to these Terms of Service, including [PayPal's terms of service](#).

Recurring Donations: Donors may have the option to contribute recurring period Donations (your agreement to make the Donations on a recurring basis, a "Donation Subscription" and each individual Donation made in connection with a Donation Subscription, a "Donation Installment"), and in electing to contribute on a recurring basis, you, as a Donor hereby acknowledge that Donation Subscriptions automatically renew and have a recurring payment feature, and that unless and until you opt out of the auto-renewal of the Donation Subscription, which can be done through the Platforms, any Donation Subscriptions you have signed up for will be automatically extended for successive renewal periods of the same duration as the initial term originally selected. In connection with each of your Donation Subscriptions, you (i) hereby authorize Authentic Tourism LLC to bill your Payment Instrument in the amount of the applicable Donation Installments in advance on a periodic basis until you terminate such periodic payments by opting out of the Donation Subscription, (ii) accept responsibility for payment of all Donation Installments occurring prior to opt out and (iii) agree to promptly update your Billing Account with any changes (for example, any changes related to your Payment Instrument, such as a change in your billing address or credit card expiration date). Changes to or termination of Donation Subscriptions or Donation Installments will apply only to Donation Installments that take place after Authentic Tourism LLC receives notice of such change or termination. Authentic Tourism LLC does not provide refunds of any amounts received in connection with previously made Donation Installments. Additionally, by enrolling in any Donation Subscriptions, you acknowledge and agree for any and all such Donation Subscriptions, that (a) the ongoing maintenance and operation of Donation Subscriptions and each Donation Installment are the sole responsibility of, and subject to the sole discretion of, the individual or entity responsible for managing and receiving the Donation Subscription (e.g., the applicable Campaign Organizer or nonprofit organization), (b) individual Donation Installments may not be tax deductible, even if previous Donation Installments for the same Donation Subscription were, and the amount of each Donation Installment that is tax deductible may vary, (c) one or more specific Donation Installment

may not be provided to or received by the applicable cause, nonprofit organization or Campaign if such cause, nonprofit organization or Campaign becomes unavailable, unable to accept Donations, or chooses to stop receiving Donations, which may occur for various reasons, such as if the nonprofit organization or Campaign becomes subject to an investigation or is suspended or removed from the Services by Authentic Tourism LLC or (d) the amounts actually received by the applicable Campaign, nonprofit organization or cause may differ from one Donation Installment to the next (for example, if the Payment Processor fees associated with the Donation Installment change).

Your non-termination of a Donation Subscription reaffirms that Authentic Tourism LLC is authorized to charge your Payment Instrument for the Donation Subscription in accordance with these terms. This does not waive our right to seek payment directly from you.

Campaign Organizers, Beneficiaries or Charities

Account Holds: From time to time, Authentic Tourism LLC may, in its sole discretion, place a hold on a Campaign account (a "Hold"), restricting Withdrawals (defined herein), initiate a reverse ACH transfer, secure reserves, or take similar actions to protect its interests and those of its Users. Some of the reasons that we may take such actions include, but aren't necessarily limited to, the following: (i) if we have reason to believe (in our sole discretion) that information provided by a Campaign Organizer is false, misleading, or fraudulent, or that funds are being used in a prohibited manner, (ii) if the funds available (as determined by Authentic Tourism LLC in its sole discretion) should be provided directly to a person other than the Campaign Organizer (such as a legal beneficiary or person entitled by law to act on behalf of a Campaign Organizer), (iii) if we have reason to believe that a Campaign or Campaign Organizer has violated these Terms of Service, (iv) if Authentic Tourism LLC determines that the Campaign Organizer is colluding with donors to engage in fraudulent activity, (v) if we have reason to believe (in our sole discretion) that there may be suspicious or fraudulent donation activity, or (vi) if required in order to comply with a court order, subpoena, writ, injunction, or as otherwise required under applicable laws and regulations.

Withdrawing Donations from a Campaign: While Authentic Tourism LLC strives to make Withdrawals available to you promptly, you acknowledge and agree that Withdrawals may not be available to you for use immediately, and Authentic Tourism LLC does not guarantee that Withdrawals will be available to you within any specific time frame, and Authentic Tourism LLC expressly disclaims any and all responsibility for any delay or inability to access and use. Authentic Tourism LLC will remit funds to Campaign organization on receipt of a minimum of \$1,000 in donations or the last day of the month, whichever occurs first. The funds will be remitted to the campaign organization by check or ACH transfer, as determined by the Campaign organizer. Withdrawals at any specified time, and any consequences arising from such delay or inability. You, as a Campaign Organizer, are responsible for ensuring that the information you provide to Authentic Tourism LLC in order to process a Withdrawal, including your bank account information, is accurate and up to date. Authentic Tourism LLC may, at any time, for any reason, without notice, and in its sole discretion, offer or issue a refund of Donation(s) with or without consulting with you, which may comprise the entire amount donated to your campaign. Authentic Tourism LLC is not liable to you or to any third party for any claims, damages, costs, losses, or other consequences caused by Authentic Tourism LLC issuing refunds, including, but not limited to transaction or overdraft fees.

Payment Processors

Authentic Tourism LLC uses Payment Processors to process Donations for your Campaign and thereafter deliver it to you. In order to withdraw funds from a Campaign, a Campaign Organizer or, if not the same, Beneficiary (collectively "Withdrawing Entity") will be required to provide the Payment Processor information regarding bank account information ("Withdrawing Account"). You, as Withdrawing Entity, represent and warrant to Payment Processor and Authentic Tourism LLC that such information is true and that you are authorized to use the applicable Withdrawing Account.

By setting up a Campaign or accepting the role of Beneficiary to a Campaign, the Withdrawing Entity agrees to the processing, use, transfer or disclosure of data by the Payment Processors pursuant to any and all applicable terms set forth by the applicable Payment Processors (currently, PayPal, Inc.), in addition to these Terms of Service, including [PayPal's terms of service](#).

Apple-Enabled Software Applications

Authentic Tourism LLC offers Software applications that are intended to be operated in connection with products made commercially available by Apple Inc. ("Apple"), among other platforms. With respect to Software that is made available for your use in connection with an Apple-branded product (such Software, "Apple-Enabled Software"), in addition to the other terms and conditions set forth in these Terms of Service, the following terms and conditions apply:

- Authentic Tourism LLC and you acknowledge that these Terms of Service are concluded between Authentic Tourism LLC and you only, and not with Apple, and that as between Authentic Tourism LLC and Apple, Authentic Tourism LLC, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.
- You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Service.
- Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS Product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service.
- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be Authentic Tourism LLC's sole responsibility, to the extent it cannot be disclaimed under applicable law.
- Authentic Tourism LLC and you acknowledge that Authentic Tourism LLC, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between Authentic Tourism LLC and Apple, Authentic Tourism LLC, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; (ii) you are not listed on any U.S. Government list of prohibited or restricted parties and (iii) you are not located in any other country or jurisdiction from which you would be barred from using the Services by applicable law.

Authentic Tourism LLC and you acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms of Service with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to the Apple-Enabled Software as a third-party beneficiary thereof.

Intellectual Property Rights

Services Content, Software and Trademarks: You acknowledge and agree that the Services may contain content or features ("Services Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Authentic Tourism LLC, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Services, the Services Content, or Content, in whole or in part, except that the foregoing does not apply to your own User Content that you legally upload to the Services. In connection with your use of the Services you will not engage in or use any data mining, spiders, robots, scraping or similar data gathering or extraction methods. If you are blocked by Authentic Tourism LLC from accessing the Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Services or the Services Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Services or distributed in connection therewith are the property of Authentic Tourism LLC, our affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Authentic Tourism LLC.

The Authentic America name and logos are trademarks and service marks of Authentic Tourism LLC (collectively the "Authentic America Trademarks"). Other company, product, and service names and logos used and displayed via the Services may be trademarks or service marks of their respective owners, who may or may not endorse or be affiliated with or connected to Authentic America. Nothing in these Terms of Service or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Authentic America Trademarks displayed on the Services, without our prior written permission in each instance. All goodwill generated from the use of Authentic America Trademarks will inure to our exclusive benefit.

Third-Party Material: Under no circumstances will Authentic Tourism LLC be liable in any way for any content or materials of any third parties (including Users) or any User Content (including, but not limited to, for any errors or omissions in any User Content), or for any loss or damage of any kind incurred as a result of the use of any such User Content. You acknowledge that Authentic Tourism LLC does not pre-screen User Content, but that Authentic America and its designees will have the right (but not the obligation) in their sole discretion to refuse, remove, or allow any User Content that is available via the Services at any time and for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs or losses resulting therefrom.

User Content Transmitted Through the Services: With respect to the User Content, you represent and warrant that you own all right, title and interest in and to, or otherwise have all necessary rights and consents to (and to allow others to) fully exploit, such User Content, including, without limitation, as it concerns all copyrights, trademark rights and rights of publicity or privacy related thereto. By uploading, sharing, providing, or otherwise making available any User Content, or any portion thereof, in connection with the Services, you hereby grant and will grant Authentic Tourism LLC and its affiliated companies and users a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Services or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed. Without limiting the foregoing, if any User Content contains your name, image or likeness, you hereby release and hold harmless Authentic Tourism LLC and its contractors and employees, from (i) all claims for invasion of privacy, publicity or libel, (ii) any liability or other claims by virtue of any blurring, distortion, alteration, optical illusion, or other use or exploitation of your name, image or likeness, and (iii) any liability for claims made by you (or any successor to any claim you might bring) in connection with your User Content, name, image or likeness. You waive any right to inspect or approve any intermediary version(s) or finished version(s) of the results of the use of your User Content (including your name, image or likeness). Further, if any person (other than you) appears in your User Content, you represent and warrant that you have secured all necessary licenses, waivers and releases from such person(s) for the benefit of Authentic Tourism LLC in a manner fully consistent with the licenses, waivers and releases set forth above. You further acknowledge that your participation in the Services and submission of

User Content is voluntary and that you will not receive financial compensation of any type associated with the licenses, waivers, and releases set forth herein (or Authentic Tourism LLC's exploitation thereof), and that the sole consideration for subject matter of this agreement is the opportunity to use the Services.

We do not guarantee that any Services Content will be made available through the Services. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any Services Content or User Content, in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Services Content or User Content, or if we are concerned that you may have violated these Terms of Service), or for no reason at all and (ii) to remove or block any Services Content or User Content from the Services.

Payment Card Industry Data Security Standard: The Payment Card Industry Data Security Standard (PCI DSS) is a set of industry-mandated requirements for any business that handles, processes, or stores credit cards. The primary purpose of the standards is to maintain controls around cardholder data to reduce credit card fraud. As a service provider, Authentic Tourism LLC is PCI DSS compliant and will maintain all applicable PCI DSS requirements to the extent that we possess or otherwise store, process, or transmit cardholder data on behalf of you, or to the extent that we can in any way impact the security of your cardholder data environment.

Copyright Complaints: Authentic Tourism LLC respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Authentic Tourism LLC of your infringement claim in accordance with the procedure set forth below.

Authentic Tourism LLC will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to Authentic Tourism LLC's Copyright Agent at GFMlegal@AuthenticAmerica.com (Subject line: "DMCA Takedown Request"). You may also contact us by mail at:

Authentic America Copyright Agent:
Authentic Tourism LLC
Attn: Legal
PO Box 20463
St. Simons Island, GA 31522

To be effective, the notification must be in writing and contain the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- A description of the copyrighted work or other intellectual property that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Services, with enough detail that we may find it on the Services;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
- 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.

Counter-Notice: If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant

to the law, to upload and use the content in your User Content, you may send a written counter-notice containing the following information to the above-listed Copyright Agent:

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good-faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- Your name, address, telephone number, and email address, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Authentic Tourism LLC will send a copy of the counter-notice to the original complaining party, informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

Repeat Infringer Policy: In accordance with the DMCA and other applicable law, Authentic America has adopted a policy of terminating, in appropriate circumstances and at Authentic Tourism LLC's sole discretion, users who are deemed to be repeat infringers. Authentic Tourism LLC may also at its sole discretion limit access to or terminate the Services and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Third Party Websites/Services

The Services or third parties may provide or facilitate links, tools, widgets or other features that allow you to access other sites, services and resources provided by third parties (collectively, "Third Party Resources"). Authentic Tourism LLC has no control over such Third Party Resources or any products, services or content made available through or by such Third Party Resources, or the business practices of the third parties providing such Third Party Resources, and Authentic Tourism LLC is not responsible for and does not endorse such Third Party Resources or the products, services or content made available thereby. You acknowledge that Authentic Tourism LLC is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such Third Party Resources. You further acknowledge and agree that Authentic Tourism LLC will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, events, goods or services available on or through any such Third Party Resources. Any dealings you have with third parties found while using the Services are between you and the third party and may be subject to additional terms provided by the third party, which you agree to by using such Third Party Resources. As an example of this, if you use the AuthenticAmerica.com Platform through your mobile device, and you upload a video to a fundraiser, that video will be uploaded using YouTube, and subject to the YouTube [Terms of Service](#). And you agree that Authentic Tourism LLC is not liable for any loss or claim that you may have against any such third party.

Indemnity and Release

You agree to release, indemnify on demand and hold Authentic Tourism LLC and its affiliates and their officers, employees, directors and agents harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, costs, awards, fines, damages, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Services, any Donation or Campaign, any User Content, your connection to the Services, your violation of these Terms of Service or your violation of any rights of another. You agree that Authentic Tourism LLC has the right to conduct its own defense of any claims at its own discretion, and that you will indemnify Authentic Tourism LLC for the costs of its defense (including, but not limited to attorney's fees.) If

you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

Disclaimer of Warranties

Your use of the services is at your sole risk. The Services are provided on an "as is" and "as available" basis. Authentic tourism LLC expressly disclaim and exclude, to the fullest extent permitted by applicable law, all warranties, conditions and representations of any kind, whether express, implied or statutory, including but not limited to, the implied warranted of merchantability, fitness for a particular purpose, title and non-infringement.

Authentic Tourism LLC makes no warranty or condition that (i) the services will meet your requirement; (ii) the services will be uninterrupted, timely, secure, or error-free; (iii) the results that may be obtained from the use of the services will be accurate or reliable; or (iv) the quality of any products, services, information, or other material purchased or obtained by you through these services will meet your expectations.

Limitation of Liability

You expressly understand and agree that, to the fullest extent permitted by applicable law, neither Authentic Tourism LLC nor its affiliates will be liable for any (a) indirect, incidental, special, consequential, punitive or exemplary damages, (b) damages for loss of profits, (c) damages for loss of goodwill, (d) damages for loss of use, (e) loss of corruption of data, or (f) other intangible losses (even if Authentic Tourism LLC has been advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability or otherwise, resulting from (1) the use or inability to use the services; (2) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the services; (3) any promotions or related prizes or rewards made available through the services; (4) unauthorized access to or alteration of your transmissions or data; (5) statements or conduct of any third party on the services; or (5) any other matter relating to the services. To the fullest extent permitted by applicable law, in no event will Authentic Tourism LLC's total liability to you for all damages, losses (including contract, negligence, statutory liability or otherwise) or causes of action exceed the amount you have paid Authentic Tourism LLC in the last six (6) months, or, if greater, one hundred dollars (\$100.)

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 limitations set forth above may not apply to you. If you are dissatisfied with any portion of the services or with these terms of service, your sole and exclusive remedy is to discontinue use of the services.

DISPUTES

ARBITRATION CLAUSE & CLASS ACTION WAIVER – IMPORTANT – PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS

Arbitration; Class Action Waiver. You agree that all disputes between you and us or any of our officers, directors, or employees acting in their capacity as such (whether or not such dispute involves a third party) with regard to your relationship with us, including without limitation disputes related to these Terms of Service, your use of the services, and/or rights of privacy and/or publicity, will be resolved by binding, individual arbitration and you and we hereby expressly waive trial by jury. Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit, and other rights that you and we would have in court may not be available in arbitration. You

understand and agree that, by entering into these Terms, you and we are each waiving our right to a trial by jury or to participate in a class action.

Notwithstanding the foregoing, nothing in these Terms of Service will be deemed to waive, preclude, or otherwise limit the right of either of us to (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law; or (d) file suit in a court of law to address an intellectual property infringement claim.

The Process. Any arbitration between you and us will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (collectively, “AAA Rules”) as modified by these Terms of Service. The AAA Rules and filing forms are available online at www.adr.org.

A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“**Notice of Arbitration**”). Our current address for Notice is: Authentic Tourism LLC, Legal Department, PO Box 10463, St. Simons Island, GA 31522. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“**Demand**”). We agree to work with you and make a good faith effort to resolve the claim directly, but if we aren’t successful within 60 days after the Notice of Arbitration is received, you or we may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. During the arbitration, the amount of any settlement offer made by either of us must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the arbitrator awards you an amount which exceeds the last written settlement amount offered by us in settlement of the dispute prior to the award, we will pay to you the higher of: (i) the amount awarded by the arbitrator; or (ii) \$10,000.00.

Fees. If you commence arbitration in accordance with these Terms of Service, we will reimburse you for your payment of the filing fee unless your claim is for more than \$10,000 in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at an agreed upon location in San Francisco, California, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a telephone hearing or (c) by an in-person hearing as established by the AAA Rules in the county of your billing address. If the arbitration finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in the Federal Rule of Civil procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse us for all monies previously disbursed by us that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator’s ruling on the merits.

- **No Class Actions.** You and we agree that each may bring claims to the fullest extent legally permissible against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding.
- **Modifications to this Arbitration Provision.** If we make any future change to this arbitration provision, other than a change to our address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to our address for Notice of Arbitration, in which case your account with us will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

- **Enforceability.** If this Disputes section is found to be unenforceable, then the entirety of this Disputes section will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in the General section below will govern any action arising out of or related to these Terms of Service.

Confidentiality. We each agree to keep the arbitration proceedings, all information exchanged between us, and any settlement offers confidential, unless otherwise required by law or requested by law enforcement or any court or governmental body. However, we may each disclose these matters, in confidence, to our respective accountants, auditors, and insurance providers.

Termination

You agree that Authentic Tourism LLC, in its sole discretion, may suspend or terminate your account (or any part thereof) or your access to the Services and remove and discard any User Content or data at any time and for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs or losses resulting therefrom.

User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Services and Authentic Tourism LLC will have no liability or responsibility with respect thereto. Authentic Tourism LLC reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Services.

General

These Terms of Service constitute the entire agreement between you and Authentic Tourism LLC and govern your use of the Services, superseding any prior agreements between you and Authentic Tourism LLC with respect to the Services. You also may be subject to additional terms of service that may apply when you use affiliate or third-party services, third-party content or third-party software. These Terms of Service will be governed by the laws of the State of Georgia without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and Authentic Tourism LLC agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Glynn County, Georgia. The failure of Authentic Tourism LLC to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be (or are otherwise) 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 these Terms of Service remain in full force and effect. 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 these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms of Service without the prior written consent of Authentic Tourism LLC, but Authentic Tourism LLC may assign or transfer these Terms of Service, in whole or in part, without restriction.

If we fail to enforce any of our rights, that does not result in a waiver of that right. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Services may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Platforms. Authentic Tourism LLC may, at any time, assign our rights or delegate our obligations hereunder without notice to you in connection with a merger,

acquisition, reorganization, or sale of equity or assets, or by operation of law or otherwise. Nothing in these Terms shall prevent Authentic Tourism LLC from complying with the law. Authentic Tourism LLC shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

Privacy Policy

At Authentic Tourism LLC, we respect the privacy of our users. For details, please see our [Privacy Policy](#). By using the Services, you consent to our collection and use of personal data as outlined therein. If you are in Europe, by using the Services, you acknowledge Authentic Tourism LLC's collection and use of personal information as described in the Privacy Policy.

Questions? Concerns? Suggestions?

Please visit the [How It Works](#) page to learn more about Authentic Tourism LLC's platform or contact us by [email](#) to report violations or pose any question.