

PRIVILEGED & CONFIDENTIAL

UM FOUNDATION TERMS OF USE

These Terms of Use (“Terms”) apply to the use of UM Foundation’s website at www.theumf.org (“Site”) and related services (“Services”). The Site and Services are provided by UM Foundation (“we,” “us” or “our”), and these Terms represent a binding agreement between you as the user of the Site and Services (“user,” “you” or “your”) and UM Foundation. By accessing or using the Site or Services you confirm your acceptance of these Terms and our associated Privacy Policy. If you do not agree to these Terms, you must immediately discontinue use of the Site and Services.

NOTICE: THESE TERMS CONTAIN AN ARBITRATION PROVISION UNDER WHICH YOU ARE OBLIGATED TO LITIGATE CLAIMS IN A PRIVATE ARBITRATION RATHER THAN IN COURT, UNLESS YOU OPT OUT AS SPECIFIED IN SECTION 16. YOU FURTHER WAIVE THE RIGHT TO A TRIAL BY JURY AND TO BRINGING ANY CLAIMS IN A REPRESENTATIVE ACTION OR AS A CLASS ACTION.

THE SITE AND SERVICES ARE NOT INTENDED FOR PROVIDING LEGAL, MEDICAL, THERAPEUTIC, MENTAL HEALTH, EDUCATIONAL, FINANCIAL, TAX, INVESTMENT, PERSONAL, SOCIAL, OR OTHER ADVICE. YOU CANNOT LOOK TO OR RELY ON THE SITE AND SERVICES TO PROVIDE ANY SUCH SERVICES. YOU USE THE SITE AND SERVICES AT YOUR SOLE RISK.

1. Important Notices

Please read the following important notices regarding the use of our Site and Services:

- If you are having suicidal thoughts or planning to act on suicidal thoughts, or if you feel you may be a danger to yourself or to others, or if you otherwise have a medical health emergency or severe mental health condition, or if you are in a crisis or trauma or abuse, please discontinue the use of our Site and Services immediately and call the relevant emergency number in your country or approved helplines.
- If you are under 13 years old, your parents or legal guardian must provide proof of their consent to your use of our Services at customerservice@theumf.org.
- Your interactions on our Site and Services are with an artificial intelligence (“AI”) System and not a human. The AI system is restricted in the means of response, and the intended use is to encourage mental well-being in a self-help and self-monitoring context. It is not intended for providing diagnosis, treatment or cure of a condition or disease.
- Our Site and Services are not intended to be a replacement for face-to-face psychotherapy or to provide a diagnosis, prognosis, treatment or cure for a disease/condition/disorder or disability. We offer an enabling and empowering mode of support, rather than treatment of illness or a health condition.
- Our Services provide an AI-powered bot to listen and support youth. The AI bot is not a human nor is it monitored by a human. It cannot detect or offer advice on issues it does not recognize. The AI bot has been programmed to attempt to recognize if you are considering self-harm (in “Crisis”) and provide a nationwide phone number and texting service (988). The bot will not always recognize a Crisis and may also recognize it falsely at times. The Services, therefore, cannot be relied upon as a Crisis detection service, but may at times assist in identifying a Crisis.
- Our Site and Services cannot and will not offer medical or clinical advice. In case you mention the need for such advice, our AI system will suggest that you seek professional medical help.
- Please first consult a healthcare professional before using the Site and Services, if you have any medical conditions.

2. Description

We are a machine learning system that uses an AI-based system that you can chat with and through a conversational interface get access to tools and techniques to manage your emotional well-being. Your interactions are with an artificial intelligence system and not a human, and as such, the system is restricted in its means of response.

3. Changes

Our Site and Services may evolve and change over time. For this reason, we may from time to time modify, amend or vary these Terms (collectively, “Modifications”) to cover new Services or to comply with changes in the law. Please check these Terms regularly to ensure you are aware of any Modifications made by us. If you continue to use this Site and Services, you are deemed to have accepted such Modifications. If you do not agree to such Modifications, you should discontinue use of our Services

4. Equipment and Mobile Devices/Text Message Consent

You are responsible for operating and maintaining the mobile devices necessary to access our Services, including paying for any cellular data or internet access by your mobile network provider (“Mobile Provider”). You acknowledge that you may be charged by your Mobile Provider for data services and text messages while using our Services or any other third-party charges as may arise and you accept sole responsibility for such charges. If you are not the bill payer for the Device (defined below) being used to access the Site or Services, you will be assumed to have received permission from the bill payer for using the Site or Services. You must also ensure that your use of the Site or Services is not in violation of your mobile device agreement or any wireless data service agreement.

By signing up for the Services, you expressly consent to receive SMS, MMS, RCS, or other texts or native mobile messages (either marketing or non-marketing) (collectively, “text messages”) sent via automatic telephone dialing systems from UM Foundation to the mobile telephone number you provide or use to opt-in. You can opt-out of receiving such text messages at any time by replying “Cancel” to any text message that you receive. The number of text messages you receive will depend on the number of text messages you send. You may incur data or text message fees from your Mobile Provider for text messages you send or receive using the Services.

5. Eligibility, Registration and Fees.

You must be a reside in the United States. You further affirm that (a) you are not a resident of (or will use the Site or Services in) a country that the U.S. government has embargoed for use of the Services, nor are you named on the U.S. Treasury Department's list of Specially Designated Nationals or any other applicable trade sanctioning regulations, and (b) you are fully able and competent, or have the consent of your parent or legal guardian, to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. You agree to provide complete and accurate information when registering to use the Site and registering to become a member to use our Services and to keep that information updated. You are responsible for maintaining the confidentiality of your user name and password (“User Credentials”) and for notifying us immediately of any loss or unauthorized use of your User Credentials. You are responsible for all activities on your account whether authorized or not.

If you are a minor where you live, you represent and warrant that you have the consent of your parent or legal guardian to agree to these Terms. As noted above, we will require proof of parental consent for any child under 13 years of age.

You represent that:

- You will fully comply with all applicable laws and agreements that govern your use of the Site and Services; and
- You will not use the Site and Services in violation of any law or for any fraudulent or illegal activity.

6. Fees

Our Site and Services are free to use.

7. What Data Do We Collect and What We Do With Your Data?

As noted in our Privacy Policy, we may track certain information about your Device and your use of the Site and Services to, among other things, help us provide and improve the Site and Services. This information includes information about a user's movements and behaviors online using our Site and Services, a user's activity on our Site and Services, demographic information (such as user location, and IP address) and contact information (phone number and birthday and for children under 13, child and parent names, phone number, and email address). We also collect any other information you provide in connection with use of the Services.

Any personal information that you provide through the Site and Services will be processed and shared in accordance with our Privacy Policy. Please note that we may be required to disclose the information you provide to parents or legal guardians, or governmental authorities to prevent harm to you or others.

8. Intellectual Property and Feedback

UM Foundation and its associated logos are the trademarks of UM Foundation ("UM Foundation Trademarks"). The Site and any expressions, artwork, information, video, audio, text, or other content provided through the Site or Services (collectively, the "Site Content") are owned by UM Foundation. Other trademarks, service marks, graphics and logos used in connection with the Site are the trademarks of their respective owners (collectively "Third Party Trademarks"). The UM Foundation Trademarks, Site and Site Content and Third Party Trademarks may not be copied, imitated or used, in whole or in part, without the prior written permission of UM Foundation or the applicable trademark holder. The Services, Site and the Site Content are protected by copyright, trademark, patent and other intellectual property and proprietary rights, which are reserved to UM Foundation and its licensors. We welcome your comments, suggestions, ideas or other feedback ("Feedback") about our Site or Services. If you provide Feedback, you agree that we can use that Feedback for any purpose, including to improve the Site or Services, without further obligation (including payment) to you.

9. Code of Conduct

We want to make the Site and Services a safe and secure place for our users. For this reason, we must prohibit certain kinds of activities and conduct. You agree not to use the Site or Services in any way, provide User Content, or engage in any conduct that:

- Is unlawful, illegal or unauthorized;
- Is likely to disrupt our service in any way;
- Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; or
- Infringes any copyright, trademark, trade secret, or other proprietary right of any other person.

You further agree not to:

- Publish and/or make any use of the Site or Services on any website, media, network or system other than those provided by us, and/or frame, “deep link,” “page scrape,” mirror and/or create a browser or border environment around any of the Site or Services (or any part thereof);
- Use any “robot,” “spider” or other automatic device, program, script, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Site or Services (or any of its data), or in any way reproduce or circumvent the navigational structure or presentation of any of the Site or Services to obtain or attempt to obtain any materials, documents, services or information through any means not purposely made available through the Site or Services;
- Purchase search engine or other pay-per-click keywords (such as Google AdWords), or domain names that use our name or the UM Foundation Trademarks and/or variations and misspellings thereof;
- Impersonate any person or entity or provide false information on the Site or Services, whether directly or indirectly, or otherwise disguise your identity or the origin of any message or transmittal you send to us and/or any of our other visitors or users;
- Falsely state or otherwise misrepresent your affiliation with any person or entity, or falsely express or imply that we or any third party endorse you, or any statement you make;
- Reverse look-up, trace or seek to trace another user of the Site or Services, or otherwise interfere with or violate any other user’s right to privacy or other rights, or harvest or collect personally identifiable information about visitors or users of the Site or Services without their express and informed consent;
- Disable, circumvent, bypass or otherwise avoid any measures used to prevent or restrict access to the Site or Services or the account of another user or any other systems or networks connected to the Services, by hacking, password mining, or other illegitimate or prohibited means;
- Probe, scan or test the vulnerability of the Site or Services or any network connected to the Services;
- Upload to the Site or Services or otherwise use them to design, develop, distribute and/or otherwise transmit or execute, any virus, worm, Trojan Horse, time bomb, web bug, spyware, malware, or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive or invasive code or component;
- Take any action that may impose an unreasonable or disproportionately large load on the infrastructure of the Site or Services or our systems or networks connected to the Services, or otherwise interfere with or disrupt the operation of the Site or Services, or the servers or networks that host them or make them available, or disobey any requirements, procedures, policies or regulations of such servers or networks; or
- Use the Site or any of the Services in connection with any form of spam, unsolicited mail, fraud, scam, phishing, “chain letters,” “pyramid schemes” or similar conduct, or otherwise engage in unethical marketing or advertising.

10. External Applications

The Site and Services may contain links to other websites, databases, networks, servers, information, software, programs, systems, directories, applications, products or services (collectively “External Applications”) for your convenience. We are not and cannot be responsible for the External Applications’ content, operation or use. Your use of External Applications is subject to the privacy practices and terms of use established for the External Applications, and we disclaim all liability for such use. You are solely

responsible for reviewing any terms of use, privacy policy or other terms governing your use of these External Applications, which you use at your own risk.

11. Indemnification

You are responsible for your activities on the Site and Services. You agree to defend, indemnify and hold harmless UM Foundation, and its parent company, affiliates, officers, directors, employees and agents (collectively, “Indemnitees”) against any lawsuit, liability, injuries, damages or expense (including attorneys’ fees) arising from your use of the Site and Services or your breach of these Terms. Basically, this means that if we get sued because of some action you took on the Site or Services, you will defend that lawsuit and pay any damages awarded or settlements entered into. The Indemnitees reserve the right to control the defense and settlement of any third-party claim for which you indemnify Indemnitees under these Terms and you will assist us in exercising such rights.

12. Disclaimer of Warranties/Assumption of Risk

We provide the Site and Services on an ‘as is’ and ‘as available’ basis without any promises or representations, express or implied. In particular, UM Foundation does not warrant or make any representation regarding the validity, accuracy, reliability or availability of the Site, the Services, or its content, including any responses to your text messages by our AI platform. To the fullest extent permitted by applicable law, UM Foundation hereby excludes all warranties, whether express or implied, including any warranties of merchantability, fitness for a particular use, or that the Site or Services is of satisfactory quality, non-infringing, is free of defects, or is able to operate on an uninterrupted basis, or that the use of the Site, Site Content or Services by you is in compliance with laws or that any information that you transmit in connection with the Site or Services will be successfully, accurately or securely transmitted.

13. Limitation of Liability

NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER UM FOUNDATION NOR ANY OF THE INDEMNITEES ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, LOST SAVINGS, OR LOSS OF DATA) OR LIABILITIES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY MANNER TO THE SITE OR SERVICES, AND/OR ANY LINKED WEBSITE, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES. YOUR SOLE REMEDY WITH RESPECT TO THE SITE OR SERVICES IS TO STOP USING THE SITE OR SERVICES, AS APPLICABLE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES AND/OR LIABILITIES, SO CERTAIN OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

14. Release and Waiver

You agree to release and waive any claims, lawsuits, liabilities, losses, damages, costs, or expenses against UM Foundation and its Affiliates arising out of your use of the Site and Services. California residents must, as a condition of this Agreement, waive the applicability of California Civil Code Section 1542 for unknown claims which states: “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.” You waive this section of the California Civil Code and any similar provision in law, regulation or code that has the same effect or intent as the foregoing release.

15. Governing Law

These Terms shall be governed by the laws of the State of California, without regard to its choice of law principles. In the event arbitration does not apply, we and you irrevocably submit to the jurisdiction of the state and federal courts of Los Angeles County, California with regard to any dispute arising out of or relating to these Terms.

16. Dispute Resolution

YOU HAVE READ THIS SECTION CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND UM FOUNDATION. YOU UNDERSTAND THAT YOU HAVE THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN THE SECTION ENTITLED "OPT OUT OF ARBITRATION" BELOW.

We want to resolve amicably any claims or concerns you may have regarding the Site and the Services. Therefore, before either you or we can initiate a legal action, unless it is for injunctive relief, we shall first attempt to contact the other party to discuss a resolution. You must submit your claim in writing by sending an email to the email address below. We will contact you at the email address you provide when you register to use the Site and Services. Neither Party may initiate either arbitration or other legal action for thirty (30) days after receipt of the claim.

If we cannot resolve the matter amicably, unless you have opted out as set forth below, you and we agree that any dispute, claim or controversy between you and us arising in connection with or relating in any way to these Terms, the Services or the Site (“Dispute”) will be determined by mandatory binding individual (not class) arbitration. You and UM Foundation further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope or validity of this arbitration provision or to the arbitrability of any claim or counterclaim. Arbitration is more informal than a lawsuit in court. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. There may be more limited discovery than in court. The arbitrator must follow these Terms and can award the same damages and relief as a court (including attorney fees), except that the arbitrator may not award any relief, including declaratory or injunctive relief, benefiting anyone but the parties to the arbitration. This arbitration provision will survive termination of these Terms.

You and UM Foundation both agree that nothing in this Arbitration Provision will be deemed to waive, preclude, or otherwise limit either of our rights, at any time, to (1) bring an individual action in a U.S. small claims court; (2) bring an individual action seeking only temporary or preliminary individualized injunctive relief in a court of law, pending a final ruling from the arbitrator; or (3) any claim by UM Foundation in a court of law for violation of its intellectual property rights. In addition, this arbitration provision does not stop you or us from bringing issues to the attention of federal, state or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf (or vice versa).

Either you or we may start arbitration proceedings. Any arbitration between you and UM Foundation will take place under the Consumer Arbitration Rules of the American Arbitration Association (“AAA”) then in force (the “AAA Rules”), as modified by this arbitration provision. You and UM Foundation agree that the Federal Arbitration Act applies and governs the interpretation and enforcement of this provision (despite

the choice of law provision above). The AAA Rules, as well as instructions on how to file an arbitration proceeding with the AAA, appear at adr.org, or you may call the AAA at 1-800-778-7879.

Any arbitration hearings will take place in the county of your residence address, provided that if the claim is for \$25,000 or less, you or UM Foundation may choose whether the arbitration will be conducted (1) solely on the basis of documents submitted to the arbitrator; or (2) through a non-appearance based telephonic hearing.

Each party shall pay arbitration fees in accordance with the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall 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.

If this arbitration provision is invalidated in whole or in part, the parties agree that the exclusive jurisdiction and venue described in this section shall govern any claim in court arising out of or related to the Terms.

OPT-OUT OF ARBITRATION: You may opt out of the binding arbitration described in this section by sending UM Foundation written notice of your desire to do so by email at customerservice@theumf.org within thirty (30) days following the date you first use our Services or Site, whichever occurs first (such notice, an "Arbitration Opt-out Notice"). If you don't provide UM Foundation with an Arbitration Opt-out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute except as expressly set forth above.

17. Mass Action Waiver

You and UM Foundation expressly waive the right to have any Dispute brought, heard, administered, resolved, or arbitrated as a mass action, and neither an arbitrator nor an arbitration provider shall have any authority to hear, arbitrate, or administer any mass action or to award relief to anyone but the individual in arbitration. The parties also expressly waive the right to seek, recover, or obtain any non-individual relief. The parties agree that the definition of a "Mass Action" includes, but is not limited to, instances in which you or UM Foundation are represented by a law firm or collection of law firms that has filed 50 or more arbitration demands of a substantially similar nature against the other party within 180 days of the arbitration demand filed on your or UM Foundation's behalf, and the law firm or collection of law firms seeks to simultaneously or collectively administer and/or arbitrate all the arbitration demands in the aggregate. Notwithstanding anything else in these Terms or this Dispute Resolution provision, this Mass Action Waiver does not prevent you or UM Foundation from participating in a mass settlement of claims.

Notwithstanding any provision to the contrary in AAA Rules, the arbitrator shall be empowered to determine whether the party bringing any claim has filed a Mass Action in violation of the Mass Action Waiver. Either party shall raise with the arbitrator or arbitration provider such a dispute within 15 days of its arising. If such a dispute arises before an arbitrator has been appointed, the parties agree that (i) a panel of three arbitrators shall be appointed to resolve only disputes concerning whether the party bringing any claim has filed a Mass Action in violation of the Mass Action Waiver. Each party shall select one arbitrator from the arbitration provider's roster to serve as a neutral arbitrator, and these arbitrators shall appoint a third neutral arbitrator. If the parties' arbitrators cannot agree on a third arbitrator, the arbitration provider will select the third arbitrator; (ii) UM Foundation shall pay any administrative fees or costs incidental to the appointment of Arbitrators under this provision, as well as any fees or costs that would not be incurred in a court proceeding, such as payment of the fees of the arbitrators, as well as room rental; (iii) the arbitrators shall issue a written decision with findings of fact and conclusions of law; and (iv) any further

arbitration proceedings or assessment of arbitration-related fees shall be stayed pending the arbitrators' resolution of the parties' dispute. If the arbitrator or panel of arbitrators determines that you have violated the Mass Action Waiver, the parties shall have the opportunity to opt out of arbitration within 30 days of the arbitrator's or panel of arbitrator's decision. You may opt out of arbitration by providing written notice of your intention to opt out to the arbitration provider and to or hand delivery. This written notice must be signed by you, and not any attorney, agent, or other representative of yours. UM Foundation may opt out of arbitration by sending written notice of its intention to opt out to the arbitration provider and to you or your attorney, agent, or representative if you are represented. For the avoidance of doubt, the ability to opt out of arbitration described in this section only applies if the arbitrator or panel of arbitrators determines that you have violated the Mass Action Waiver.

18. No Class Actions

NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS EVEN IF THE DISPUTE OR DISPUTES THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of such parties only, and only with respect to the claims in arbitration, and shall not (a) determine the rights, obligations, or interests of anyone other than all parties to the arbitration, or resolve any Dispute of anyone other than any such party; nor (b) make an award for the benefit of, or against, anyone other than any such party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this specific paragraph, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. If this specific paragraph is held unenforceable in its entirety, then the entirety of this "Dispute Resolution by Binding Arbitration" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

19. Termination

These Terms are effective unless and until terminated by UM Foundation. You may discontinue any further use of the Site and associated Services, but these Terms will continue to apply to your use of the Site and Services prior to such discontinuance. We also may terminate or suspend these Terms, at any time, without notice and accordingly deny you access to the Site and associated Services, for any reason, including without limitation, if at our sole discretion you fail to comply with any provision of these Terms or your use is harmful to the interests of another user of the Site or Services. Upon any termination of the Terms by either you or us, you must promptly uninstall the Site and cease using the Services. Sections 3, 8, and 10 through 22 will continue to apply even after the Terms, Site or Services have been terminated or suspended.

20. Intellectual Property Claims

We respect the intellectual property rights of others and require that users of our Site and Services do the same. In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 ("DMCA"), we will respond promptly to claims of copyright infringement that are reported to the agent that we have designated to receive notifications of claims infringement (its "Designated Agent"). Our Designated Agent is:

UM Foundation
Attention: Intellectual Property Claims

181 N. Saltair Avenue
Los Angeles, CA 90049

To be sure the matter is handled immediately, your written notice must:

- Contain your physical or electronic signature;
- Identify the copyrighted work or other intellectual property alleged to have been infringed;
- Identify the allegedly infringing material in a sufficiently precise manner to allow us to locate that material;
- Contain adequate information by which we can contact you (including postal address, telephone number, and e-mail address);
- Contain a statement that you have a good faith belief that use of the copyrighted material or other intellectual property is not authorized by the owner, the owner's agent or the law;
- Contain a statement that the information in the written notice is accurate; and
- Contain a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright or other intellectual property right owner.

Unless the notice pertains to copyright or other intellectual property infringement, the Agent will be unable to address the listed concern.

Submitting a DMCA Counter-Notification

We will notify you that we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a validly received DMCA take-down notice. In response, you may provide our Agent with a written counter-notification that includes the following information:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

We reserve the right, in our sole discretion, to terminate the account or access of any user of the Site and Services who is the subject of repeated DMCA or other infringement notifications.

21. General

These Terms, including the Privacy Policy and other policies incorporated herein, constitute the entire and only agreement between you and UM Foundation with respect to the subject matter of these Terms, and supersede any and all prior or contemporaneous agreements, representations, warranties and understandings, written or oral, with respect to the subject matter of these Terms. If any provision of these Terms is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms may not be changed, waived or modified except by UM Foundation as provided herein or

otherwise by written instrument signed by UM Foundation. Neither these Terms nor any right, obligation or remedy hereunder is assignable, transferable, delegable or sublicensable by you except with UM Foundation's prior written consent, and any attempted assignment, transfer, delegation or sublicense shall be null and void. UM Foundation may assign, transfer or delegate these Terms or any right or obligation or remedy hereunder in its sole discretion. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

22. Notice for California Users

Under California Civil Code Section 1789.3, users of UM Foundation from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Platforms of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact the California Department of Consumer Affairs at dca@dca.ca.gov.

23. Contact Us

If you have any questions regarding our Site or Services, you can email us at customerservice@theumf.org.