

Last Updated: April 28, 2021

OVERVIEW

This website (the “Site”) is operated by DoughMain Financial Literacy Foundation, Inc. Throughout the Site, the terms “DoughMain Financial Literacy Foundation,” “DoughMain,” “DMFLF,” “we,” “us, and “our” refer to DoughMain Financial Literacy Foundation, Inc. DoughMain Financial Literacy Foundation offers this Site, including all information, tools and services available from this Site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting and/or browsing the Site, you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Service and the terms and conditions of our Privacy Policy, which are hereby incorporated by reference (collectively, this “Agreement”). If you do not agree to any of these terms, then you are not permitted to use the Site. Capitalized terms not defined herein will have the meaning given to them in our Privacy Policy.

Any new features or tools which are added to the current Site shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to the Site. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

SECTIONS 21 AND 22 CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. IT AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT.

1. Description of the Site

DoughMain Financial Literacy Foundation is a nonprofit dedicated to promoting lifelong financial literacy, responsibility and ethical financial behavior among youth. Through the Site, DoughMain Financial Literacy Foundation provides a financial literacy curriculum, support and donation features, and a blog (the “Blog”) to share information about financial literacy, among other content. DoughMain provides Visitors with access to the Site as described in this Agreement.

2. Use of Personal Information

Your use of the Site may involve the transmission to us of certain Personal Information. Our policies with respect to the collection and use of Personal Information and other types of information are governed according to our Privacy Policy (located at www.dmfinciancilliteracy.org).

3. Eligibility

You must be 13 years or older to use the Site. If you are between the ages of 13 and 18, you should review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand it, and you may only use the Site under the supervision of a parent or legal guardian who consents to such use and agrees to be bound by this Agreement.

4. Prohibited Uses of the Site

You shall not transmit, redistribute, or promote any communications, content or materials that (a) contain corrupted files, viruses, or any other similar software files, the intent of which is to damage the operation of another’s computer; (b) are unlawful, threatening, harassing, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, sexually explicit, hateful, profane, indecent, racially or ethnically

derogatory, or otherwise objectionable; (c) contain chain letters or pyramid schemes; (d) contain any unsolicited advertising, promotional materials, or other forms of solicitation to other Visitors, individuals or entities; (e) include any information that references other mobile apps, websites, addresses, email addresses, contact information or phone numbers; (f) impersonate any person, business or entity, including our company and our employees and agents; (g) encourage conduct that would constitute a criminal offense; (h) give rise to civil liability; (i) otherwise violate any law (including, but not limited to, those governing consumer protection, unfair competition, anti-discrimination or false advertising); or (j) in doing so, amounts to any conduct that, in our judgment, restricts, impairs, interferes or inhibits any other Visitor from using or enjoying, or is otherwise detrimental to, the Site. In addition, you shall not: (i) use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Site; (ii) take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; (iii) access or attempt to gain access to any data, files, or passwords related to the Site through hacking, password or data mining, or any other means; (iv) cover, obscure, block, or in any way interfere with any advertisements and/or safety features (e.g., report abuse button) on the Site; or (v) reverse-engineer, decompile, disassemble, modify, or create derivative works based on the Site, or any part thereof.

5. Intellectual Property

The Site may contain material, such as videos, photographs, text, articles, graphics, images, sound recordings, software, and other material provided by or on behalf of DoughMain Financial Literacy Foundation (collectively referred to as the “Content”). The Content may be owned by us or by third parties. The Content is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark and other laws.

You may use the Site and view the Content for your own personal, non-commercial use. DoughMain Financial Literacy Foundation and its licensors retain all right, title, and interest, including all intellectual property rights, in and to the Site and Content. You agree not to reproduce, duplicate, copy, sell, resell, license, sublicense, transmit, display, or exploit any portion of the Site, use of the Site, or access to the Site, without express written permission by us.

If you violate any part of these Terms of Service, your permission to access the Site and Content automatically terminates, and you must immediately destroy any copies you have made of the Content.

The trademarks, service marks, and logos of DoughMain Financial Literacy Foundation (the “DoughMain Trademarks”) used and displayed through the Site are registered and unregistered trademarks or service marks of DoughMain Financial Literacy Foundation. Other company, product, and service names displayed through the Site may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and collectively with the DoughMain Trademarks, the “Trademarks”). Nothing displayed on or through the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any website is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of the DoughMain Trademarks inures to our benefit.

Elements of the Content and Site are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Content may be retransmitted without our express, written

consent for each and every instance.

6. Content Ownership and License

You retain ownership in any Content you submit, post, display, or otherwise make available on or through the Site, including any Content submitted, posted, displayed, or otherwise made available on or through the Site on behalf of you by DoughMain Financial Literacy Foundation. By making your Content available through the Site, including on the Blog, you grant DoughMain Financial Literacy Foundation a non-exclusive, perpetual, irrevocable, sublicenseable, and royalty-free license to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute your Content throughout the universe in any and all media or distribution methods that are now known or later developed (the “Content License”). You represent and warrant that you have the right to provide your Content through the Site and to grant us the Content License.

7. Copyright Complaints

DoughMain Financial Literacy Foundation respects the intellectual property rights of others, and we ask that you do the same. DoughMain Financial Literacy Foundation complies with the notice and takedown processes set forth by the Digital Millennium Copyright Act (the “DMCA”). If you believe the Site contains any Content that infringes your copyright, you may file a copyright complaint (each a “Copyright Complaint”) with us by sending our designated DMCA agent (our “DMCA Agent,” as identified herein) a written communication that: (a) identifies the copyrighted work (the “Work”) you believe to have been infringed; (b) identifies the material (the “Material”) that is claimed to infringe upon the Work or that is claimed to be the subject of infringing activity, and information reasonably sufficient that will allow us to locate the Material, including, if possible, a URL(s); (c) provides your contact information, including an address, telephone number and e-mail address; (d) provides a statement that certifies (i) your

good faith belief that use of the Material in the manner complained of has not been authorized by the copyright owner, its agent, or Applicable Law, (ii) that the information provided in the Copyright Complaint is accurate, and (iii) under penalty of perjury, that you are authorized to act on behalf of the copyright owner; and (e) provides your physical or electronic signature.

DoughMain Financial Literacy Foundation, at our sole discretion, reserves the right to remove and/or disable access to allegedly infringing Content without advance notice to you, and to take any other action it deems appropriate under the circumstances. Our designated DMCA Agent is: Robert M. Church

Robert M. Church

DoughMain Financial Literacy Foundation

189 Wall Street, Suite B

Princeton NJ 08540

rchurch@doughmainfoundation.org

8. Accuracy, Completeness and Timeliness of Information

We are not responsible if information made available on the Site is not accurate, complete or current. The material on the Site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on the Site is at your own risk. The Site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the Content of the Site at any time without notice to you, but we have no obligation to update any information on the Site. You agree that it is your responsibility to monitor changes to the Site.

9. Fees

All Visitors may use the Site free of charge. We reserve the right to change any of the fees that we charge, or to institute new or additional fees, at any time without notice to you.

10. Third-Party Sites

Certain Content available via the Site may include materials from third-parties.

Third-party links on the Site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the Content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

When you access the third-party sites, you do so at your own risk. The inclusion on another website of any link to the Site does not imply endorsement by or affiliation with DoughMain Financial Literacy Foundation.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party content should be directed to the third-party.

11. Electronic Communication; Feedback

When you use the Site or send emails to DoughMain Financial Literacy Foundation, you are communicating with DoughMain Financial Literacy Foundation electronically. You consent to receive communications electronically from DoughMain Financial Literacy

Foundation and its affiliates. DoughMain Financial Literacy Foundation will communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures, and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing.

By submitting any feedback and materials, including comments, ideas, suggestions, questions, designs, and other similar communications, whether solicited or unsolicited (collectively, "Comments") to DoughMain Financial Literacy Foundation, you agree to be bound by the following terms and conditions. If you do not agree with these terms and conditions, you should not provide DoughMain Financial Literacy Foundation with any Comments. All Comments will be considered non-confidential and non-proprietary. You agree that any Comments may be used by DoughMain Financial Literacy Foundation for any purpose whatsoever, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast, and further posting. Further, DoughMain Financial Literacy Foundation may use any ideas, concepts, know-how, or techniques contained in any Comments you send to DoughMain Financial Literacy Foundation for any purpose whatsoever, including, but not limited to, developing, providing, and marketing services. By submitting any Comments, you are granting DoughMain Financial Literacy Foundation a perpetual, royalty-free and irrevocable right and license to use, reproduce, modify, adapt, publish, translate, distribute, transmit, publicly display, publicly perform, sublicense, create derivative works from, transfer and sell such Comments and to use your name and other identifying information in connection with such Comments without any payment or attribution to you.

We may, but have no obligation to, monitor, edit or remove Comments that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that the Comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that the Comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Site or any related website. You may not use a false e mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any Comments. You are solely responsible for any Comments you make and their accuracy. We take no responsibility and assume no liability for any Comments posted by you or any third-party.

12. Termination

We may terminate this Agreement and your access to all or any part of the Site at any time and for any reason without prior notice or liability.

We reserve the right to change, suspend, or discontinue all or any part of the Site at any time without prior notice or liability.

13. DoughMain Financial Literacy Foundation Disclaimers and Limitation of Liability

You acknowledge and agree that the Site, including, without limitation, all content, functions, and materials, are provided "as is" and "as available", without warranty of any kind, either express or implied, including, without limitation, any warranties of title, non-infringement, merchantability or fitness for a particular purpose. None of DoughMain Financial Literacy Foundation, its affiliates, subsidiaries, or its or their officers, directors, employees or agents (collectively, the "DoughMain Financial Literacy Foundation Parties") warrant that the site or the content, functions, or materials contained therein will be timely, secure, uninterrupted or error free, or that defects will be corrected. None of the DoughMain Financial Literacy Foundation Parties shall be

liable for any damages to, or viruses that may infect, your computer equipment or other property on account of your access to or use of the site. Your use of the Site is entirely at your own risk. Your sole and exclusive remedy for dissatisfaction with the Site is to stop using the same.

In no event shall any of the DoughMain Financial Literacy Foundation Parties be liable for special, indirect, punitive, exemplary, or consequential damages, including lost profits, revenues, or savings, or any similar damages arising from your use of the Site, even if advised of their possibility. In no event shall our total liability in connection with any causes of action arising under contract, tort (including negligence), warranty or otherwise related to the Site (not attributable to personal injuries) exceed \$100.

Because some states or jurisdictions, including the State of New Jersey, do not allow the exclusion or limitation of liability for negligence, consequential, incidental, or other damages, in such states or jurisdictions the DoughMain Financial Literacy Foundation Parties' liability is limited to the greatest extent permitted by applicable law.

14. Indemnification

You agree to defend, indemnify, and hold the DoughMain Financial Literacy Foundation Parties harmless from and against any claims, actions, damages, costs, liabilities, penalties, fines, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to (a) your breach of this Agreement; (b) your access to, use, or misuse of the Site; (c) any claims brought against any of DoughMain Financial Literacy Foundation Parties by a third party as a result of your acts or omissions; or (d) your violation of the rights of any third party, including without limitation, any intellectual property or privacy rights.

15. Compliance with Applicable Laws

The Site is based in the United States, and is intended to be used only by residents of

the United States that are age 13 years or older. We make no claims concerning whether the Site or any Content, functions, or materials made available to you through the Site may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Site from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

16. Changes to These Terms of Service

These Terms of Service are effective as of the date stated above. We may change, suspend, restrict or terminate these Terms of Service and/or your access to all or any part of the Site at any time and for any reason without prior notice or liability to you. Your continued use of the Site shall constitute your acceptance of any changes to these Terms of Service. DoughMain Financial Literacy Foundation may suspend or discontinue all or any part of the Site at any time without prior notice or liability to you.

17. Severability

In the event that any portion of this Agreement is held to be invalid or unenforceable, then such portion shall be construed in accordance with the applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of this Agreement shall remain in full force and effect.

18. Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by ceasing to use the Site or by notifying us in writing that you no longer wish to use the Site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we may also terminate this Agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to the Site (or any part thereof).

19. Entire Agreement

This Agreement contains the entire agreement of the parties concerning the subject matter, and supersedes all existing agreements and all other oral, written, or other communications between the parties concerning its subject matter. Any ambiguities in the interpretation of this Agreement shall not be construed against the drafting party.

20. Governing Law

These Terms of Service shall be governed by and construed in accordance with the laws of New Jersey.

21. Binding Arbitration

In the event of a dispute arising under or relating to these Terms of Service or the Content (each, a "Dispute"), such dispute will be finally and exclusively resolved by binding arbitration governed by the Federal Arbitration Act ("FAA"). Any election to arbitrate, at any time, shall be final and binding on the other party. NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT'S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by the parties,

whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS' Streamlined Arbitration Rules and Procedures. All applicable JAMS' rules and procedures are available at the JAMS website www.jamsadr.com. Each party will be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. As set forth in Section 20 below, nothing in these Terms of Service will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

22. Class Action Waiver

Any arbitration or proceeding shall be limited to the dispute between DoughMain Financial Literacy Foundation and you individually. To the full extent permitted by law, (1) no arbitration or proceeding shall be joined with any other; (2) there shall be no right or authority for any dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (3) there shall be no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general

public or any other persons. **YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

23. Equitable Relief

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce these Terms of Service. We may, without waiving any other remedies under these Terms of Service, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above. All claims or disputes arising out of or in connection with these Terms of Service shall be heard exclusively by any of the federal or state courts of competent jurisdiction located in the State of New Jersey.

24. Contact Information

If you have any questions or comments about the Site and/or Terms of Service, please contact DoughMain Financial Literacy Foundation by email at info@doughmainfoundation.org.

You also may write to DoughMain Financial Literacy Foundation at:

189 Wall Street, Suite B
Princeton, NJ 08540