

Last Update: 3-25-2021

These terms and conditions outline the rules and regulations for the use of GoGetinMotion.com's Website.

GoGetinMotion.com is located at: 41550 Eclecitic Street, Palm Desert, CA 92260, United States

By accessing this website we assume you accept these terms and conditions in full. Do not continue to use GoGetinMotion.com's website if you do not accept all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions, Privacy Policy, Disclaimer Notice and any or all Agreements: "Client", "Donor", "Volunteer", "Entrepreneur", "User", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "Go Get in Motion", "GoGetinMotion.com", "The Company", "The Non Profit", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the user and ourselves, or either the user or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the user in the most appropriate manner, for the express purpose of meeting the users's needs in respect of provision of the Company's stated services and purpose, in accordance with and subject to, prevailing law of United States. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

#### PRIVACY:

We detail how we handle your information and cookies in our Privacy Policy - please review this document so that you may understand our privacy practices. Acceptance of these terms and conditions are subject to acceptance of our Privacy Policy. If there are points in conflict between our Privacy Policy and our Terms and Conditions, the points in our Terms and conditions shall prevail.

#### HYPERLINKING TO OUR WEBSITE:

The following organizations may link to our Web site without prior written approval: Government agencies; Search engines; News organizations; Online directory distributors when they list us in the directory may link to our Web site in the same manner as they hyperlink to the Web sites of other listed businesses. These organizations may link to our home page, to publications or to other Web site information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

We may consider and approve in our sole discretion other link requests. If you are interested in linking to our website, you must notify us by contacting us. Please include your name, your organization name, contact information (such as a phone number and/or e-mail address) as well as the URL of your site, a list of any URLs from which you intend to link to our Web site, and a list of the URL(s) on our site to which you would like to link. Allow 2-3 weeks for a response.

Approved organizations may hyperlink to our Web site as follows: By use of our corporate name; or By use of the uniform resource locator (Web address) being linked to; or By use of any other description of our Web site or material being linked to that makes sense within the context and format of content on the linking party's site.

Without prior approval and express written permission, you may not create frames around our Web pages or use other techniques that alter in any way the visual presentation or appearance of our Web site.

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our Web site. You agree to immediately remove all links to our Web site upon such request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuing to link to our Web site, you agree to be bound to and abide by these linking terms and conditions.

## Removal of links from our website

If you find any link on our Web site or any linked web site objectionable for any reason, you may contact us about this. We will consider requests to remove links but will have no obligation to do so or to respond directly to you. Whilst we endeavor to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

We shall have no responsibility or liability for any content appearing on your Web site. You agree to indemnify and defend us against all claims arising out of or based upon your Website. No link(s) may appear on any page on your Web site or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

## ACCOUNT PASSWORD AND SECURITY:

At the time of registration for online account access, User must provide a valid email address and supply an Email and Password to be used in conjunction with an account. Many portions of the Site require registration for access (the "Restricted Areas"). User is responsible for maintaining the confidentiality of the Username and Password, and Users are fully responsible for all uses of Username and Password, whether by the registered User or others. You agree to (a) keep your Username and Password confidential and not share them with anyone else; (b) immediately notify GoGetinMotion.com of any unauthorized use of your Username and Password or account or any other breach of security; and (c) use only your Username and Password to access the Site's Restricted Areas. GoGetinMotion.com cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

You acknowledge and agree that GoGetinMotion.com is authorized to act on instructions received through use of your Username and Password, and that GoGetinMotion.com may, but

is not obligated to, deny access or block any transaction made through use of your Username and Password without prior notice if we believe your Username and Password are being used by someone other than you or for any other reason.

#### DISCLOSURE:

You acknowledge, consent and agree that GoGetinMotion.com may access, preserve and disclose your account information and content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary: (i) to comply with legal process; (ii) to enforce these Terms; (iii) to respond to claims that any content violates the rights of third parties; (iv) to respond to your requests for customer service; (v) to clarify a public publishing that you initiated on the internet or any other public medium; or (vi) to protect the rights, property, or personal safety of GoGetinMotion.com, its users and the public.

#### EXTERNAL LINKS:

The Site provides, or third parties may provide, links to other World Wide Web sites or resources. Because GoGetinMotion.com has no control over such sites and resources, you acknowledge and agree that GoGetinMotion.com is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that GoGetinMotion.com shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

#### ELIGIBILITY:

Through use of company services, users hereby represent and warrant that the user is of sound mind and fully able to enter into this agreement and the obligations, affirmations, warranties and representations herein. Use of company services implies user is representing and warranting that:

The user is 18 years of age or older and is approved to acquire professional services.

User is not currently part of any list created by the government of the United States of America of blacklisted, wanted or restricted persons.

User is not subject to backup withholding tax from the IRS for any reason whatsoever.

#### USE OF THE COMPANY SERVICE:

Company grants you permission to use the Company Service as set forth in these Terms, provided that (i) you do not download, reproduce, redistribute, resell, publicly display or otherwise commercially exploit any portion of the Site; (ii) you do not use Company Services or Site in violation of any law or violate or infringe upon the rights of others; (iii) you will not use the Services to perform any conduct that could expose the Company to criminal or civil liability, or prevent others from enjoying the Service; (iv) you do not breach these Terms.

#### MODIFICATIONS TO THE TERMS:

Company reserves the right, at our discretion, and without notice to you, to change these Terms. All changes shall be effective immediately. In the event of a material change, company, at our sole discretion, might notify the user via e-mail according to account preferences. Company is in no way bound to notify users of Term changes. Please check these Terms and Rules periodically for changes. Your continued use of the Company Service after the posting of changes constitutes your binding acceptance of such changes.

#### COMPANY SERVICES:

Company may make changes to or discontinue any of the features or products made available through the Company Website or Apps at any time, and without notice. Company may also in its sole discretion and at any time discontinue providing access to the Site, Apps, or any part thereof, with or without notice. The company products and services and any other third-party media, content, software, services or applications made available in conjunction with or through the company service are provided on an "AS IS" and "AS AVAILABLE" basis without warranties or representations of any kind either express or implied. Company will not be held liable for any loss of revenue or reputation that might arise from interruption, change, disruption, edition or modification to company services.

#### ACCURACY OF INFORMATION:

At GoGetinMotion.com we work hard to provide accurate information in service descriptions, titles, photographs and other materials presented on our website. To the maximum extent permitted by law, we do not warrant that this information be accurate, reliable, complete, current or error-free.

#### PRODUCTS AND SERVICES FOR DIRECT USE:

It is strictly forbidden to obtain services and/or products from GoGetinMotion.com.com with the intent of re-sale. We reserve the right to cancel, withhold or refuse service and/or products to individuals we suspect are breaking our terms of service.

#### TERMINATION/MODIFICATION OF LICENSE AND SITE OFFERINGS:

GoGetinMotion.com retains the right to terminate without liability and without notice and in its sole discretion to: 1- Use website blocking technology to prevent access to our website, app and site content; 2- Terminate your right to use our website, app or any GoGetinMotion.com produced materials; 3- edit, remove or alter any aspect of GoGetinMotion.com's website, app, content, products or services including points and cash back offers; 4- limit the usage of promotions, website content, app content, features or other GoGetinMotion.com products and services.

#### PROMOTIONS:

GoGetinMotion.com may offer promotions, special offers and tickets to events. All promotions will come with individual terms and conditions. GoGetinMotion.com reserves the right to cancel, amend, edit or remove any promotional availability without notice and at its sole discretion.

#### AUTO-RENEWAL SUBSCRIPTION:

At GoGetinMotion.com we offer our customers the option to subscribe to monthly donation services. The act of subscribing confirms your consent to these Terms and Conditions. The charge you initially see will be applied on a monthly basis without further authorization until such time as either the customer or GoGetinMotion.com cancel the subscription. You can

cancel your subscription at any time by contacting our customer service via any of the methods listed on our Contact Us page. We charge no fees and there are no negative consequences to pausing your subscription. Our standard processing times apply to all payments, including auto subscriptions.

#### GoGetinMotion.com MESSAGING:

By providing us with your contact information you are agreeing to receive marketing messages from GoGetinMotion.com and its associates and affiliates including emails, SMS messages, whatsapp messages, push notifications and any and all contact methods that can be used with the data you provide or, to the maximum extent permitted by law, data we obtain from 3rd parties. Donation is not subject to consent of messages. Messages are sent with regularity, which might be changed at GoGetinMotion.com's sole discretion. Users who do not wish to receive marketing messages can do so by editing their options in their user account, and/or by texting a code provided in SMS marketing messages. Please read our full privacy policy for details on how your information is used and tracked.

#### OWNERSHIP AND PROPRIETARY RIGHTS:

As between the parties, the Company Service, including the content, visual interfaces, interactive features, information, graphics, design, compilation, computer code, and all other elements of the Company Products and Services that are provided by Company ("Company Materials") are owned and operated by Company or Company affiliates and vendors. Except as expressly authorized by Company, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Company Materials or materials provided by Company affiliates and vendors.

#### USER SUBMISSIONS:

The Company may now or in the future permit the submission and posting or linking of text, pictures, photos, audio and video recordings, or any other content submitted by you to the Site ("User Submissions"), and the hosting, sharing, and/or publishing of such User

Submissions. Company may or may not use your User Submissions in its sole discretion.

By submitting User Submissions to Company, you hereby grant Company and its affiliates a worldwide, non-exclusive, fully paid-up, royalty-free, perpetual, irrevocable, license and ability to sublicense, and transferable license to use, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit your User Submissions in connection with the Company Service and Company's (and its successor's) business, including without limitation for promoting and redistributing part or all of the Company Service (and derivative works thereof) in any media formats and through any media channels now known or hereafter discovered. You also hereby grant to each user of the Company Service a non-exclusive license to access your User Submissions through the Company Service, and to use, reproduce, distribute, prepare derivative works of, display, and perform such User Submissions as permitted by the functionality of the Company Service and these Terms. You also agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Submissions.

You shall be solely responsible for your own User Submissions. In connection with User Submissions, you represent and warrant that: (i) you own, or have the necessary licenses, rights, consents, and permissions to User Submissions to enable inclusion and use of User Submissions in the manner contemplated by Company and these Terms, and to grant the rights and license stated herein, and (ii) your User Submissions, Company's use of such User Submissions pursuant to these Terms, and Company's exercise of the license do not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (c) violate any applicable law or regulation.

In connection with your User Submissions, you further agree that you will not publish, post, submit, transmit through or otherwise make available to the Site: (i) any material which violates or infringes any third-party proprietary right; (ii) any material which is unlawful,



defamatory, libelous, slanderous, pornographic, obscene, abusive, profane, vulgar, sexually explicit, racist, threatening, harassing, harmful, hateful, racially or ethnically offensive, or otherwise objectionable or which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or any right of privacy or publicity, or is otherwise inappropriate; (iii) any advertising or any solicitation with respect to any business, products or services; or (iv) any material that would be harmful to minors in any manner.

#### PROHIBITED USES OF THE COMPANY SERVICE:

As a condition of your use of the Company Service, you hereby represent and warrant that you will not use the Company Service for any purpose that is unlawful or prohibited by these Terms. You agree not to defame, harass, abuse, threaten, stalk or defraud users of the Company Service, or collect, or attempt to collect, personal information about users of the Company Service or third parties without their consent. You agree not to make unsolicited offers, advertisements, proposals, or send junk mail or spam to other users of the Site. You agree not to impersonate another person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity. You agree not to interfere, modify, alter, cause or have caused interruptions of company services and products by any means that are not in line with the originally intended use of company services and products. You agree not to use any errors, omissions or other situations where the company services and products are caused to not work in a proper manner and/or as originally intended to benefit yourself or other users of the site.

#### INDEMNIFICATION; HOLD HARMLESS:

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS COMPANY, ITS PARENT, SUBSIDIARIES, AFFILIATES, VENDORS, ENDORSERS, OR ANY RELATED COMPANIES (INCLUDING THOSE WHICH SHARE SUBSTANTIALLY COMMON OWNERSHIP), AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF ANY OF THEM (THE "INDEMNIFIED PARTIES") FROM ANY AND ALL CLAIMS, LOSSES, OBLIGATIONS, DAMAGES, LIABILITIES, COSTS, DEBT, AND EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING OUT OF (I) YOUR USE

OR MISUSE OF THE COMPANY PRODUCTS; (II) YOUR USER SUBMISSIONS, INCLUDING COMPANY'S USE, DISPLAY OR OTHER EXERCISE OF ITS LICENSE RIGHTS GRANTED HEREIN WITH RESPECT TO YOUR USER SUBMISSIONS; (III) YOUR VIOLATION OF THESE TERMS; (IV) YOUR VIOLATION OF THE RIGHTS OF ANY OTHER PERSON OR ENTITY, INCLUDING CLAIMS THAT ANY USER SUBMISSION INFRINGES OR VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS; (V) YOUR BREACH OF THE FOREGOING REPRESENTATIONS, WARRANTIES, AND COVENANTS; AND (VI) ANY UNAUTHORIZED USE OF YOUR ACCOUNT NOT CAUSED BY COMPANY. (VII) ANY USE OF GOGETINMOTION.COM SERVICES.

**DISCLAIMERS; NO WARRANTIES:**

COMPANY DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH THE COMPANY SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE COMPANY DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES OR LIABILITY CONTAINED IN THESE TERMS OF SERVICE APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION IN WHICH YOU ARE LOCATED. IN THE EVENT THAT A PART OF THIS AGREEMENT IS FOUND TO BE UNENFORCEABLE UNDER A COURT OF LAW, ALL OTHER PARTS OF THIS AGREEMENT NOT AFFECTED BY SUCH DECISIONS SHALL REMAIN IN FULL FORCE.

**LIMITATION OF DAMAGES:**

IN NO EVENT SHALL THE TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE COMPANY PRODUCTS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE) EXCEED THE AGGREGATE AMOUNT PAID TO COMPANY IN THE 2 MONTHS

PRECEDING THE DATE OF YOUR CLAIM.

**BINDING ARBITRATION:**

The first step required for any dispute shall be to contact customer support with the dispute. GoGetinMotion.com customer support representatives will try and settle the issue. If settlement between Customer Support and customer is not possible, the case shall be escalated for management review. Only after these steps have been taken, and the User is not satisfied with the resolution offered by GoGetinMotion.com Management, can a dispute be escalated further, and then only to arbitration. User agrees to allow a reasonable period of time for GoGetinMotion.com to settle customer disputes internally.

Any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by final and binding arbitration in California, United States of America before an arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures (the "Arbitrator"). No federal, state or local court or agency shall be used for arbitration; The Arbitrator shall have exclusive authority to resolve any dispute between the parties of this agreement and User hereby agrees to settle any disputes by arbitration, submitting exclusively to the jurisdiction of JAMS and the Arbitrator, and accepting as final any judgments rendered thereby.

This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The cost of arbitration shall be borne equally by the parties. The parties agree that, any provision of applicable law notwithstanding, they will not request and the arbitrator shall have no authority to award punitive or exemplary damages against either party. In the event of a conflict or inconsistency between the rules and procedures of the arbitration administrator and this Agreement, this Section shall govern.

**CLASS ACTION WAIVER:**

Parties agree that any dispute, demand or arbitration shall be settled only in an individual

capacity and never as part of a class action or other representative action or lawsuit. GOGETINMOTION.COM AND YOU BOTH AGREE THAT CLAIMS CAN BE BROUGHT AGAINST EACH OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS PART OF A CLASS, REPRESENTATIVE OR GROUP ACTION IN ANY MANNER WHATSOEVER. USER AND GOGETINMOTION.COM BOTH WAIVE THE RIGHT TO ANY CLASS ACTION OR REPRESENTATIVE ACTION CLAIM. In the event that this section is deemed invalid or non-enforceable by a court or arbitrator, the provision "Binding Arbitration" of these Terms related to arbitration shall be deemed invalid and null and there shall be no right to arbitration as set forth in this agreement.

#### CLASS ACTION WAIVER OPT OUT:

Users can opt out of the class action waiver provision by sending a written notice to GoGetinMotion.com to the following address 41550 Eclecitic Street, Palm Desert, CA 92260, United States. This notice must be delivered to GoGetinMotion.com within 30 days of account creation. In the event that the user does not deliver such notice on time, no opt out option shall be available. In the event that the user shall opt out of the Class Action Waiver, GoGetinMotion.com will automatically be entitled to the same opt out for a class claim against the user.

#### NOTICE:

Company may provide you with notices, including those regarding changes to these Terms, by email, User Messaging, Promotions, Customer Support or posting. If notice is by e-mail, it will be provided to the email provided by you with your account information and it is your responsibility to update such account information for any changes. Notice to you will be deemed given 24 hours after email is sent. By using Company Services you are providing consent to be contacted via email, text message, phone or mail.

#### GOVERNING LAW:

These Terms shall be governed by and construed in accordance with the laws of the State of California.

**WAIVER:**

A provision of these Terms may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of Company to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

**STATUTE OF LIMITATIONS:**

User agrees that regardless of any law or statute to the contrary, any claim must be filed within six (3) months of the date the claim arose, or shall be deemed to have been waived, and forever barred from being pursued.

**SECTION TITLES:**

All section titles in this agreement are for reference and convenience and shall have no bearing on the effect of the clauses set forth within.