

# Terms and Conditions

## TERMS OF SERVICE

**Date of Last Revision: January 5, 2024**

1. Welcome to ALPFA Membership Portal:

**1.1 Introduction:** ALPFA FOUNDATION, Inc. d/b/a “ALPFA” (“ALPFA+”, “ALPFA Membership Portal (AMP)” “we,” “us,” “our”) provides its services (described below) to you through its website platform located at <https://www.alpfaplus.org> (the “Site”) and through its mobile applications and related services (collectively, such services, including any new features and applications, and the Site, the “Service(s)”), subject to the following Terms of Service (the “Terms of Service”). **PLEASE REVIEW THESE TERMS OF SERVICE CAREFULLY, AS THEY GOVERN YOUR USE OF THE SITE AND SERVICES, PARTICULARLY SECTION 10 (BINDING ARBITRATION; CLASS ACTION WAIVER), WHICH AFFECTS YOUR RIGHTS IN THE EVENT OF A DISPUTE.**

**1.2 Modifications to Terms of Service:** We reserve the right, at our sole discretion, to change or modify these Terms of Service from time to time. It is the user’s responsibility to review these terms upon using the Service(s). Depending on the nature of the changes, and at our sole discretion, as permitted by law, we will try to post the changes on this page and indicate at the top of this page the date these terms were last revised and/or notify you, either through the Services’ user interface, via email notification or through other reasonable means or as required by applicable law. Your continued use of the Service after the changes take effect constitutes your acceptance of the new Terms of Service. In addition, when using certain Services, you will be subject to any additional terms applicable to such Services that may be posted on the Service from time to time.

The laws of the State of California, excluding its choice of law provisions, will govern these Terms and any dispute that arises between you and us. All disputes related to these Terms or the Services will be brought solely in the federal or state courts located in Los Angeles County, California, United States, and you consent to personal jurisdiction and waive any objection as to inconvenient forum. If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of California (excluding choice of law).

**1.3 Privacy:** At ALPFA we value the privacy of our users. For details please see our Privacy Policy. By using the Service, you consent to our collection and use of personal data as outlined therein.

## 2. Access and Use of the Service

**2.1 Use Description:** The service, and any content viewed through our service, is solely for your personal and non-commercial use. With registration we grant you a limited, non-exclusive, non-transferable, license to access the ALPFA content on a streaming-only basis. Except for the foregoing limited license, no right, title, or interest shall be transferred to you. You agree not to use the service for public performances or to show in public. We may revoke your license at any time in our sole discretion. Upon such revocation, you must promptly destroy all content downloaded or otherwise obtained through the service, as well as copies of such materials, whether made in accordance with these Terms of Service or otherwise.

**2.2 Your Registration Obligations:** You may be required to register with ALPFA in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current, and complete information about yourself as prompted by the Service's registration form. Registration data and certain other information about you are governed by our Privacy Policy. If you are under 13 years of age, you are not authorized to use the Service, with or without registering. In addition, if you are under 18 years old, you may use the Service, with or without registering, only with the approval of your parent or guardian.

**2.3 Member Account, Password and Security:** You may never use another person or entity's account, and you may not provide another person with the username and password to access your account. Doing so is a breach of this agreement. You are fully responsible for any and all activities that occur under your password or account, and it is your responsibility to ensure that your password remains confidential and secure. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit and log off from your account at the end of each session when accessing the Service. We will not be liable for any loss or damage arising from your failure to comply with this Section.

**2.4 Modifications to Service:** We reserve the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. We have no obligation to retain any of Your Account or Submitted Content for any period of time beyond what may be required by applicable law.

**2.5 Regarding Use and Storage:** You acknowledge that we may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on our servers on your behalf. You agree that we have no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that we reserve the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that we reserve the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

**2.6 Mobile Services:** The Service may include certain services that are available via a mobile device, including (i) the ability to upload content to the Service via a mobile device, (ii) the ability to browse the Service and the Site from a mobile device and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the “Mobile Services”). To the extent you access the Service through a mobile device, 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. In using the Mobile Services, you may have to provide your telephone number. By providing your telephone number, you consent to receive calls and/or SMS, MMS, or text messages at that number. We may share your phone numbers with our affiliates or with our service providers (such as customer support, billing or collections companies, and text message service providers) who we have contracted to assist us in pursuing our rights or providing our Services under these Terms of Service, our policies, applicable law, or any other agreement we may have with you. You agree these parties may also contact you using autodialed or prerecorded calls and text messages, as authorized by us to carry out the purposes we have identified above, and not for their own purposes. In the event you change or deactivate your mobile telephone number, you agree to promptly update your ALPFA account information to ensure that your messages are not sent to the person that acquires your old number.

### 3. Conditions of Use

**3.1 User Conduct:** You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials (“content”) that you upload, post, publish or display (hereinafter, “upload”) or email or otherwise use via the Service. ALPFA reserves the right to investigate and take appropriate legal action against anyone who, in our sole discretion, violates this provision, including without limitation, removing the offending content from the Service, suspending or terminating the account of such violators and reporting you to the law enforcement authorities. You agree to not use the Service to:

- email or otherwise upload any 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; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another’s privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of ALPFA, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose us or our users to any harm or liability of any type;

- interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- violate any applicable local, state, national or international law, or any regulations having the force of law;
- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; solicit personal information from anyone under the age of 18;
- harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
- obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

**3.2 Fees:** To the extent the Service or any portion thereof is made available for any fee, you will be required to select a payment plan and provide ALPFA information regarding your credit card or other payment instrument. ALPFA uses a third-party payment platform and will not retain or keep your credit card payment information. You represent and warrant to ALPFA that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay us the amount that is specified in the payment plan (as well as any applicable taxes) in accordance with the terms of such plan and this Terms of Service. You hereby authorize us to bill your payment instrument in accordance with the terms of the applicable payment plan (as well as any applicable taxes) until you terminate your account, and you further agree to pay any charges so incurred. If you dispute any charges you must let us know within sixty (60) days after the date that we charge you. We reserve the right to change our prices. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount. You shall be responsible for all taxes associated with the Services other than the U.S. taxes allotted to us by law.

**3.3 Recurring Charges:** If you select a Service with an auto renewal feature (“Recurring Charges”), you authorize us to maintain your account information and charge that account automatically upon the renewal of the Service you choose with no further action required by you. In the event that ALPFA is unable to charge your account as authorized by you when you enrolled in a payment plan, ALPFA, may, in its sole discretion: (i) bill you for your Service and suspend your access to the Service until payment is received, and/or (ii) seek to update your account information through third party sources (i.e., your bank or a payment processor) to continue charging your account as authorized by you.

ALPFA may change the price for Recurring Charges from time to time and will communicate any price changes to you in advance and, if applicable, how to accept those changes. Price changes for payment plans containing Recurring Charges will take effect at the start of the next billing period following the date of the price change. As permitted by local law, you accept the new price by continuing to use your plan after the price change takes effect. If you do not agree with the price changes, you have the right to reject the change by cancelling in accordance with the requirements of your plan before the price change goes into effect. Please therefore make sure you read any such notification of price changes carefully.

Payments are nonrefundable and there are no refunds or credits for partially used periods. Following any cancellation, however, you will continue to have access to the service through the end of your current subscription period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our users ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

If you purchase any Service through a mobile purchase or third-party marketplace (e.g., through the Apple App Store or Google Play Store), the refund policy applicable to that third-party marketplace will apply, unless otherwise explicitly stated by ALPFA. Except as otherwise explicitly stated by ALPFA, the third-party marketplace will be solely responsible for making refunds under its refund policy, and ALPFA will have no refund obligations. ALPFA disclaims any responsibility or liability related to any third-party marketplace's refund policy or the third party's compliance or noncompliance with such policy.

If you subscribed via iTunes on your Apple mobile device, you can cancel by going to your Account Settings in the App Store. You can find Subscriptions in the Settings app on your device under iTunes & App Store, and then select your Apple ID.

If you subscribed via the Google Play Store on your Android mobile device, you can cancel by opening the Google Play Store and selecting Menu Subscription. You can select the subscription you want to cancel or update and then follow the onscreen instructions.

If you subscribed on our website, you can cancel by navigating to your Preferences -> Payment & Subscription on ALPFA by selecting "Cancel Subscription".

**3.4 Special Notice for International Use; Export Controls:** Software (defined below) available in connection with the Service and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content.

**3.5 Commercial Use:** Unless otherwise expressly authorized herein or by ALPFA in writing, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

#### 4. Intellectual Property Rights

**4.1 Service Content, Software and Trademarks:** You acknowledge and agree that the Service may contain content or features (“Service Content”) that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by ALPFA, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by ALPFA from accessing the Service (including 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 Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith are the property of ALPFA, 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 ALPFA.

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

**4.2 Third Party Material:** Under no circumstances will ALPFA be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that ALPFA does not pre-screen content, but that ALPFA and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, ALPFA and its designees will have the right to remove any content that violates these Terms of Service or is deemed by ALPFA, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

**4.3 User Content Transmitted:** Through the Service: With respect to the content or other materials you upload through the Service or share with other users or recipients (collectively, “User Content”), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein, and that you have all required rights to post or transmit such content or other materials without violation of any third-party rights. By uploading any User Content you hereby grant and will grant ALPFA, its affiliated companies and partners (including but not limited to ALPFA instructors, practitioners and other third parties providing instructional information through the Services, collectively “partners”) a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, adapt, perform, publish, distribute (through multiple tiers of distribution and partnerships), store, modify and otherwise use and fully exploit your User Content in any and all media, form, medium, technology or distribution methods now known or later developed and for any and all purposes (commercial or otherwise).

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information relevant to the Service (“Submissions”), provided by you to ALPFA, its affiliated companies or partners are non-confidential and ALPFA, its affiliated companies and partners will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that ALPFA may preserve content and may also disclose 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 content violates the rights of third parties; or (d) protect the rights, property, or personal safety of ALPFA, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

**4.4 Copyright Complaints:** ALPFA 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 ALPFA of your infringement claim in accordance with the procedure set forth below.

You may also contact us by mail at:

ALPFA Foundation, Inc.  
3571 Far West Blvd. #3695  
Austin, TX 78731

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 Service, with enough detail that we may find it on the Service; 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; 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.

**4.5 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 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, a statement that you consent to the jurisdiction of the federal court located within Central District of California 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, ALPFA 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.

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

## 5. Third Party Websites

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. ALPFA has no control over such sites and resources and ALPFA is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that ALPFA 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 use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are between you and the third party, and you agree that ALPFA is not liable for any loss or claim that you may have against any such third party.



## 6. Third-Party Login:

ALPFA may enable features that allow for log in to the Service via various online third party services, such as social media and social networking services like Facebook or Twitter (“Third-Party Login”), or Google. By logging in or directly integrating these Third-Party Logins, into the Service, we make your online experiences richer and more personalized. To take advantage of these features and capabilities, we may ask you to authenticate, register for or log into this Third-Party platforms, on the websites of their respective providers. As part of such integration, the Social Networking Services will provide us with access to certain information that you have provided to them, and we will use, store and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating these capabilities ALPFA's use, storage and disclosure of information related to you and your use of such services within ALPFA (including your friend lists and the like), please see look for updated information on our Privacy Policy.

However, please remember that the manner in which these Third-Party login platforms use, store and disclose your information is governed solely by the policies of such third parties, and ALPFA shall have no liability or responsibility for the privacy practices or other actions of any third party site or service that may be enabled within the Service.

In addition, ALPFA is not responsible for the accuracy, availability or reliability of any information, content, goods, data, opinions, advice or statements made available in connection with these platforms. As such, ALPFA is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Third-Party login platform. ALPFA will enable these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.

## 7. Indemnity and Release

To the fullest extent permitted by law, you agree to release, indemnify and hold ALPFA and its affiliates and their officers, employees, directors and agent harmless from any from any and all losses, damages, expenses, including reasonable attorneys’ fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

## 8. Disclaimer of Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, ALPFA

EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

WE MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

#### 9. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ALPFA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) 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 SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL ALPFA'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID US 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 ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

#### 10. Binding Arbitration; Class Action Waiver

You and ALPFA agree that these Terms of Service affect interstate commerce and that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. This Section 10 is intended to be interpreted broadly and governs any and all disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us or the Terms of Service or the Service, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below.

If you have any dispute with us, you agree that before taking any formal action, you will contact us at ALPFA, 3571 Far West Blvd. #3695, Austin, TX 78731 [support@national.alpha.org](mailto:support@national.alpha.org) and provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account). Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

All disputes, claims, or controversies arising out of or relating to the Terms of Service or the Service that are not resolved by the procedures identified above shall be resolved by individual (not group) binding arbitration to be conducted before JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules for claims that do not exceed \$250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding \$250,000 in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions. If you are a resident of the United States, arbitration may take place in the county where you reside at the time of filing, unless you and we both agree to another location or telephonic arbitration. For residents outside the United States, arbitration will be held in Los Angeles, California, and you and us agree to submit to the personal jurisdiction of any federal or state court in Los Angeles, California in order to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms of Service, including but not limited to any claim that all or any part of these Terms of Services are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

You are responsible for all other costs that you may incur in the arbitration including but not limited to attorneys' fees and expert witness costs unless we are otherwise specifically required to pay such fees under applicable law.

You and ALPFA agree that the arbitration shall be conducted in the party's respective individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND US AGREE THAT EACH MAY BRING CLAIMS 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.

Notwithstanding the parties' decision to resolve all disputes through arbitration, you or we may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court with jurisdiction or in the U.S. Patent and Trademark Office to protect intellectual property rights ("intellectual property

rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). You or we may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction to the extent such claims do not seek equitable relief.

You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt out to us at the address identified in Section 14 below. The notice must be sent within thirty (30) days of (a) the "Date of Last Revision" date of these Terms of Service as set forth above; or (b) your first date that you used the Services that contained any versions of the Terms of Service that included this version of the mandatory arbitration and class action waiver, whichever is later. Otherwise you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of these arbitration provisions, we, in turn, will not be bound by them.

YOU UNDERSTAND AND AGREE THAT THE ABOVE DISPUTE PROCEDURES SHALL BE YOUR SOLE REMEDY IN THE EVENT OF DISPUTE BETWEEN YOU AND US REGARDING ANY ASPECT OF THE SERVICE (INCLUDING THE ENROLMENT PROCESS) AND THAT YOU ARE WAIVING YOUR RIGHT TO LEAD OR PARTICIPATE IN A LAWSUIT INVOLVING OTHER PERSONS, SUCH AS A CLASS ACTION.

#### 11. Termination

You agree that ALPFA, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if ALPFA believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. ALPFA may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that ALPFA may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that ALPFA will not be liable to you or any third party for any termination of your access to the Service.

#### 12. Disputes Between Users

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

#### 13. General

These Terms of Service constitute the entire agreement between you and ALPFA and govern your use of the Service, superseding any prior agreements between you and ALPFA with respect

to the Service. You also may be subject to additional terms and conditions 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 California without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth in Section 10 above, you and ALPFA agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Los Angeles County, California. The failure of ALPFA to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. In case any one or more of the provisions contained in these Terms of Service shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible. Any such prohibition, invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

The parties 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 Service 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 this Terms of Service without the prior written consent of ALPFA, but ALPFA may assign or transfer this Terms of Service, in whole or in part, without restriction. 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. Under no circumstances shall ALPFA be held liable for any delay or failure in performance resulting directly or indirectly from an event beyond its reasonable control. The Service 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 Service.

14. Questions: Please contact us at [support@national.alpfa.org](mailto:support@national.alpfa.org) to report any violations of these Terms of Service or to pose any questions regarding this Terms of Service or the Service.