

## Terms of Use

These TERMS OF USE (this “**Agreement**”) are agreed to between Jewish Fertility Foundation, Inc., a Georgia nonprofit corporation (“**JFF**”, “**we**”, “**us**”, or “**our**”) and you (as “**User**”, “**you**” or “**your**”) and govern your use of and access to any website, mobile website, mobile application, or other digital system owned by and/or operated for JFF (collectively, the “**Platform**”) in connection with JFF’s delivery of educational programming and other services regarding medical infertility (collectively, the “**Services**”).

Before becoming a User, and before accessing or using the Platform, you are required to agree to the terms of this Agreement. This Agreement is the complete and exclusive agreement between you and JFF regarding your access to and use of the Platform and supersedes any oral or written proposal, unsigned agreements or other communication between you and JFF regarding your access to and use of the Platform; provided, however, specific portions of the Platform, or aspects of the Services, may be governed by additional terms, which will govern in the event of a conflict between the terms of this Agreement and such additional terms to the extent of such conflict.

PLEASE CAREFULLY READ THIS AGREEMENT. BY DOWNLOADING, ACCESSING, OR USING THE PLATFORM, OR BY CLICKING A BOX THAT STATES THAT YOU ACCEPT OR AGREE TO THESE TERMS, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD, ACCESS, OR USE THE PLATFORM OR CLICK THAT YOU ACCEPT OR AGREE TO THESE TERMS.

IF YOU DO NOT AGREE TO THIS AGREEMENT, OR DO NOT MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT, JFF IS NOT WILLING TO PROVIDE YOU WITH ACCESS TO OR USE OF THE PLATFORM AND YOU MUST NOT ACCESS OR USE THE PLATFORM OR ASSOCIATED SERVICES.

THESE TERMS CONTAIN AN ARBITRATION PROVISION, WHICH LIMITS YOUR RIGHTS TO BRING AN ACTION IN COURT AND HAVE DISPUTES DECIDED BY A JUDGE OR JURY, AND PROVISIONS THAT LIMIT JFF’S LIABILITY TO YOU.

1. **TERM.** This Agreement is entered into as of the earlier of the date you first download, access, or use the Platform or associated Services and will continue in effect until terminated as set forth herein.
2. **ELIGIBILITY.** You will use the Services and the Platform for only lawful purposes. You are prohibited from using the Content or the Site to (i) harm or threaten to harm any person or organization; (ii) damage or threaten to damage any network, system, computer, or physical or intangible property; or (iii) perform or threaten to perform any malicious or unethical activity, give rise to liability, or otherwise violate any applicable local, state, national, or international law or regulation. Additionally, to access and use the Platform or particular Services, other eligibility requirements may apply, and you may need to fulfill certain other legal obligations specific to your jurisdiction. JFF makes no representation that the Platform or any Service is appropriate or available for use in all jurisdictions. Accessing any part of the Platform is prohibited from any jurisdictions where access to or use of the Platform is prohibited.
3. **ACCOUNTS AND CONDUCT.**
  - 3.1. **Account Creation and Responsibility.** In order to access certain Services, you may be required to establish an account on the Platform (an “**Account**”). Approval of your request to establish an Account will be at the sole discretion of JFF. Each Account and the User identification and password for each Account (the “**Account ID**”) is for your sole use and may only be used by you. You may not: (a) select or use an Account ID of another person with the intent to impersonate that person; and (b) use an Account ID that JFF, in its sole discretion, deems offensive, unacceptable, contrary to community standards, defamatory or in violation of JFF’s policies. You may not distribute or transfer your Account or Account ID or provide a third-party with the right to access your Account or Account ID. You are solely responsible for all use of the Platform through your Account. All transactions

completed through your Account or under your Account ID will be deemed to have been authorized and completed by you. You will ensure the security and confidentiality of your Account ID and will notify JFF immediately if any Account or Account ID is lost, stolen, improperly accessed, or otherwise compromised.

3.2. **Registration Information.** In connection with establishing an Account or accessing or applying for particular Platform features or Services, you will be required to provide certain information about yourself ("**Registration Information**"). Registration Information may include information about your financial transactions and experiences and other sensitive non-public information. You represent, warrant, and agree that: (1) all Registration Information you provide will be complete, accurate, and current; and (2) you have full right, power, and authority to provide such Registration Information to us. JFF may require that you verify your identity before accessing or using certain Services. You authorize JFF and its agents to make such investigative inquiries and request such third-party reports as it deems necessary to verify your identity.

3.3. **Fees.** Donations through the Platform will be subject to credit card fees of 2.9% of the overall donation plus an additional \$0.30 per successful credit card charge. Such donations shall be made through Stripe, Inc., a third party software and application programming interface on the Platform. Except as otherwise provided by law, Platform fees are subject to change without notice at any time and you are responsible for reviewing and understanding applicable fees by reviewing the applicable terms prior to engaging in Platform activity. You will be responsible for any and all use, sales, and other taxes imposed on your access to and use of the Platform.

3.4. **Your Content.** You are solely responsible for all Content (as defined below) that you provide, upload, submit, post to, make available, or generate through access to or use of the Platform including by connecting or communicating with other Users ("**Your Content**"), whether through an Account or otherwise, including any Registration Information. Your responsibility for Your Content extends to resolving any disputes that may arise between you and any other User because of Your Content. By providing, uploading, submitting, posting, making available, or generating Your Content, you grant JFF and its authorized representatives and contractors a perpetual and non-exclusive right and license to use, process, store transmit, and disclose Your Content (a) to provide the Services and fulfill other obligations described in this Agreement and (b) to further develop and provide services for JFF clients. You agree to allow us, if we elect in our sole discretion, to provide Your Content to third parties in connection with identity verification measures, described above, or to activate or validate your access to the Platform. You represent, warrant, and covenant that Your Content: (a) does not violate this Agreement or any applicable law which is now in effect or may hereinafter be enacted; (b) is not libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy or the rights of any third party; (c) does not constitute an infringement or misappropriation of the IPR (as defined below) or other rights of any third-party; (d) is not an advertisement or solicitation of funds, goods, or services; (e) is not false, misleading, or inaccurate; or (f) could not be considered junk mail, spam, a part of a pyramid scheme, a disruptive commercial message or disruptive advertisement. JFF is not responsible or liable for any deletion, correction, destruction, damage, loss or failure to store or back-up any of Your Content. You agree that you have all right, title, interest and consent in Your Content necessary to allow JFF to use Your Content for the purposes for which you provide Your Content to JFF. For more information on rights and obligations relating to Your Content, see our Privacy Policy located at [www.jewishfertilityfoundation.org/privacypolicy](http://www.jewishfertilityfoundation.org/privacypolicy) ("**Privacy Policy**").

3.5. **Your Conduct.** You agree not to harass, advocate harassment, or to engage in any conduct that is abusive or harmful to any other person or illegal under applicable law. We reserve the right, but are not obligated, to investigate and/or prohibit any conduct, or remove or refuse to post any Content (including Your Content), that we deem in our sole

discretion to be unlawful, in breach of this Agreement, violative of the rights of others, or otherwise offensive to you, the Platform, other Users, our rights, or any other person or that may be harmful to others, our operations, or reputation. We assume no liability and shall not be liable directly or indirectly for any action or inaction with respect to your conduct, communication, transactions, or Content. Additionally, we may disclose any Content or electronic communication of any kind: (i) to satisfy any law or request by a governmental authority; (ii) if such disclosure is necessary or appropriate to operate the Platform; (iii) to protect our rights or property, our Users and customers, you, or any other person; or (iv) if, in our sole discretion, such Content or electronic communication should be referred to law enforcement or other government authorities. Furthermore, in addition to removing any of Your Content, JFF hereby reserves the right to suspend and/or remove you from the Platform as described in Section 5.

#### 4. ACCESS.

4.1. **To the Platform.** Subject to your compliance with this Agreement and satisfaction of associated eligibility criteria, JFF will permit you to access and use the Platform solely for lawful purposes in accordance with the terms of this Agreement and any other agreement with us you agree to before being given access to any specific areas of the Platform or particular Services.

4.2. **To Content.** Unless otherwise noted on the Platform, other than Your Content, all Content available through the Platform (“**Platform Content**” or “**Content**”) is owned by JFF, the Users providing that Content, or JFF’s other Content providers. Subject to your compliance with this Agreement, you may access the Platform Content solely for your own purposes in connection with your own use of the Platform. You shall not, and shall not permit any third-party to: (a) alter, modify, reproduce, or create derivative works of any Platform Content; (b) distribute, sell, resell, convey, lend, loan, lease, license, sublicense, gift, or transfer any Platform Content; or (c) alter, modify, obscure or remove any copyright, trademark or any other notices that are provided on or in connection with any Platform Content. Except as expressly described in this Agreement or as required by applicable law, JFF has not verified the accuracy of, and shall not be responsible for any errors or omissions in, any Platform Content. Except as set forth in this Agreement, you are granted no licenses or rights in or to any Platform Content, or any IPR (as defined below) therein or related thereto.

4.3. **To Services.** Access to certain features of the Platform or particular Services may require you to agree to meet additional eligibility criteria and to enter into additional terms governing such additional features or Services. In the event of a conflict between the terms of this Agreement and such additional Platform or Service terms, such additional terms shall control to the extent of the conflict.

4.4. **To Third-Party Sites.** The Platform may contain links to third-party sites that are not under the control of JFF. Unless otherwise noted, any other site or application accessed from the Platform is independent from us, and we have no control over and are not responsible for its content. Links to third-party websites or applications are provided for your convenience only and you access them solely at your own risk. You acknowledge and agree that JFF shall not be liable or responsible, directly or indirectly, for any damage or loss caused or alleged to be caused by or related to the use of or reliance on any content, goods, or services available through any third-party website or resource. Your access and use of the third-party sites and applications are governed by the terms of use and privacy policies of these third-party sites.

4.5. **To Third-Party Services.** The Platform may also provide you with the option, and use of certain Platform features which may require you, to obtain access to services, content, functionality, software and other things developed, provided, or maintained by third party service providers (collectively, “**Third Party Services**”). All Third Party Services are provided by third parties and are not under the direction or control of JFF. You acknowledge

and agree that JFF shall not be liable or responsible, directly or indirectly, for your access to or use of any Third Party Services, including any damages, losses, liabilities, failures, or problems caused by, related to, or arising from any Third Party Services. Your use of and access to any Third Party Services is solely between you and the third party provider of the Third Party Services. Your access to and use of any Third Party Services is subject to any additional terms, conditions, agreements, or privacy policies provided or entered into in connection with the Third Party Services (each, a “**Third Party Agreement**”). The terms of any Third Party Agreement (which may include payment of additional fees) will apply to the applicable Third Party Services provided under that Third Party Agreement but will not otherwise apply to your access to or use of the Platform. Except as set forth in this Agreement, in the event of a conflict between the terms of this Agreement and a Third Party Agreement, the terms of the Third Party Agreement shall control with respect to your access to and use of any Third Party Services provided under that Third Party Agreement to the extent of such conflict. This Agreement will continue to control in all other respects.

5. **TERMINATION.** We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Site or the Content, 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 or the Content at any time without prior notice or liability.
6. **PLATFORM TECHNOLOGY.** The Platform, and the databases, software, hardware and other technology used by or on behalf of JFF to operate the Platform, and the structure, organization, and underlying data, information and software code thereof (collectively, the “**Technology**”), constitute valuable intellectual property of JFF and its licensors. You shall not, and shall not permit any third-party to: (1) access or attempt to access the Technology except as expressly provided in this Agreement; (2) use the Technology, whether directly or indirectly, in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Technology; (3) use automated scripts to collect information from or otherwise interact with the Technology; (4) alter, modify, reproduce, change, or in any way create derivative works of the Technology; (5) distribute, sell, resell, gift, lend, loan, lease, license, sublicense or transfer any of your rights to access or use the Technology or otherwise make the Technology available to any third-party; (6) reverse engineer, disassemble, decompile, or otherwise attempt to derive, determine, or discover the method of operation of the Technology; (7) attempt, whether directly or indirectly to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Technology; (8) monitor the availability, performance or functionality of the Technology; or (9) interfere, whether directly or indirectly, with the operation or hosting of the Technology. JFF uses reasonable means to protect the security of the Platform, but you acknowledge that perfect security on the internet and mobile systems is impossible and that, as a result, Your Content may be exposed in the event of a breach. JFF cannot be responsible for the performance or maintenance of the computer or mobile device operating systems that you employ. This includes bugs, viruses, spyware and other malware. Your operating system requires occasional security patches, updates, and service packs. You need to ensure that whenever possible it is set to update automatically and that it is receiving and installing updates and other maintenance releases. We also recommend that you install antivirus software where possible. You are responsible for any internet, mobile, wireless, data, or similar rates and fees that may apply to the hardware, software, and other equipment you use to access the Platform.
7. **OWNERSHIP.** JFF retains all rights, title and interest, including, without limitation, all IPR (as defined below), in and to the Technology and any additions, improvements, updates and modifications thereto. You receive no ownership interest in or to the Technology and you are not granted any right or license to use the Technology itself, apart from your ability to access the Platform pursuant to this this Agreement including, as applicable, by downloading or installing associated software on a limited, revocable, nonexclusive,

nontransferable basis. The JFF name, logo and all product and service names associated with the Platform are trademarks of JFF and its licensors and providers and you are granted no right or license to use them. For purposes of this Agreement, “IPR” means all intellectual property rights, proprietary rights, rights of publicity, rights of privacy, and any and all other legal rights protecting data, information or intangible property throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases, and contract rights.

**8. AVAILABILITY.** JFF will use reasonable efforts to ensure that the Platform can be accessed by you in accordance with this Agreement; however, JFF does not guarantee that the Platform will be available at all times. You accept the risks associated with the fact that you may not always be able to use the Platform or engage in activity using your Account.

**9. ADDITIONAL REPRESENTATIONS AND WARRANTIES.**

**9.1. General.** You hereby represent and warrant to JFF that: (a) you have the legal right and authority to enter into this Agreement; (b) this Agreement forms a binding legal obligation on your behalf; and (c) you have the legal right and authority to perform your obligations under this Agreement and to grant the rights and licenses described in this Agreement.

**9.2. Compliance with Laws.** You acknowledge that the Platform is not specifically designed to achieve any specific objective you may have or facilitate your compliance with any specific law. Your use of the Platform in compliance with any specific law, rule, or regulation applicable to you, or other data or information you may provide or generate through the Platform is your sole responsibility. JFF is not responsible for your compliance with any such law or for your failure to comply. Regardless of the jurisdiction in which you use or access the Platform, you represent and warrant to JFF that your use of and access to the Platform, including, without limitation, Your Content and any other data or information you may provide or generate through your use of or access to the Platform, shall comply with all applicable laws, rules, and regulations and shall not cause JFF itself to violate any applicable law. The foregoing obligation includes compliance with all laws that are applicable to the transmission of data on the internet, including, but not limited to, laws governing the transmission of data or funds across international boundaries, into prohibited countries, and containing financial, technical, and/or personally identifiable information. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

**10. DISCLAIMERS**

**10.1. No Tax, Legal, Financial, or Investment Advice.** You should not interpret any Content provided on the Platform as tax, legal, financial, or investment advice. We have no special relationship with or fiduciary duty to you and your use of the Platform does not create such a relationship. You agree and acknowledge that you are solely responsible for conducting legal, accounting and other due diligence review on the information posted on the Platform.

**10.2. General.** THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE.” JFF AND ITS PROVIDERS DO NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, AVAILABILITY, ADEQUACY OR CURRENCY OF ANY SERVICES OR CONTENT AND DO NOT ENDORSE THE VIEWS OR OPINIONS THAT MAY BE EXPRESSED OR PROVIDED THROUGH THE PLATFORM. JFF AND ITS PROVIDERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE PLATFORM AND THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE OR NON-INFRINGEMENT. JFF AND ITS PROVIDERS DO NOT

WARRANT THE RELIABILITY, ACCURACY, INTEGRITY, SECURITY, COMPLETENESS, ADEQUACY OR CURRENCY OF THE PLATFORM, AND DO NOT ENDORSE THE VIEWS OR OPINIONS THAT MAY BE EXPRESSED OR PROVIDED BY USERS OF THE PLATFORM. NO ORAL OR WRITTEN INFORMATION GIVEN BY THE PLATFORM, JFF OR ITS EMPLOYEES, PROVIDERS OR AGENTS SHALL CREATE A WARRANTY OF ANY KIND. JFF AND ITS PROVIDERS SPECIFICALLY DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE PLATFORM OR ANY SERVICE WILL MEET YOUR REQUIREMENTS, BE SUITABLE FOR THE INTENDED PURPOSE, OR OPERATE UNINTERRUPTED OR ERROR FREE.

11. **INDEMNITY.** You hereby agree to indemnify, defend, and hold harmless JFF and its officers, directors, shareholders, affiliates, employees, agents, contractors, assigns, Users, customers, providers, licensees, and successors in interest ("**Indemnified Parties**") from any and all claims, losses, liabilities, damages, fees, expenses and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that result from any claim or allegation against any Indemnified Party arising in any manner from: (1) your access to or use of the Platform, whether through an Account or otherwise; (2) Your Content, Registration Information, Account information, or other Content you provide through the Platform; and (3) your breach of any representation, warranty, or other provision of this Agreement. JFF shall provide you with notice of any such claim or allegation, and JFF shall have the right to participate in the defense of any such claim at its expense.
12. **LIMITATION ON LIABILITY.** JFF SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN CONNECTION WITH OR OUT OF THE USE OF THE PLATFORM, EVEN IF JFF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF YOUR CONTENT, DATA, OPPORTUNITY, REVENUES OR PROFITS, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. JFF'S TOTAL CUMULATIVE LIABILITY TO YOU IN CONNECTION WITH THIS AGREEMENT AND ITS PROVISION OF THE PLATFORM UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL NOT EXCEED THE LESSER OF \$100 OR THE FEES JFF ACTUALLY RECEIVED IN CONNECTION WITH YOUR USE OF THE PLATFORM IN THE TWELVE MONTHS PRECEDING THE EVENTS ON WHICH ANY BASIS FOR LIABILITY IS ALLEGED. YOU AGREE THAT JFF WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, JFF'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
13. **DATA PRIVACY.** You expressly consent to the use and disclosure of your personally identifiable information and Your Content as described in our Privacy Policy. Notwithstanding anything in our Privacy Policy, JFF shall have the right to collect, extract, compile, synthesize, and analyze non-personally identifiable data or information resulting from your access to and use of the Platform. To the extent any such non-personally identifiable data or information is collected or generated by JFF, the data and information will be solely owned by JFF and may be used by JFF for any lawful business purpose without a duty of accounting to you, provided that the data and information is used only in an aggregated form, without directly identifying you or any other entity or natural person as the source thereof.
14. **TELECOMMUNICATIONS CONSENT.** Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls or SMS messages (including text messages) from JFF or anyone calling on its behalf, you expressly consent to be contacted by JFF and anyone calling on its behalf for any and all purposes arising out of or relating to this Agreement or your use of the Services, at any telephone number, or physical or electronic address you provide or at which you may be reached. You agree we may contact you in any way,

including SMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using an auto-telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one via text. You consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and autodialed) from JFF, its agents, representatives, affiliates or anyone calling on its behalf at the specific number(s) you have provided to JFF, or numbers we can reasonably associate with your Account (through skip trace, caller ID capture or other means), with information or questions about your Account or use of the Platform or specific Services. You certify, warrant and represent that any telephone numbers that you have provided to us are your correct and current contact numbers. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us and agree to promptly alert us whenever you stop using a particular telephone number. Your cellular or mobile telephone provider may charge you according to the type of plan you carry. You also agree that we may contact you by e-mail, using any email address you have provided to us or that you provide to us in the future. We may listen to and/or record phone calls between you and our representatives without notice to you as permitted by applicable law. For example, we listen to and record calls for quality monitoring purposes.

**15. FORCE MAJEURE.** JFF will not be responsible for performance of its obligations hereunder where delayed or hindered by events beyond its reasonable control, including, without limitation, acts of God or any governmental authority (including regulation, enforcement, controls or restrictions on any Service), war or national emergency, riots or insurrection, sabotage, embargo, fire, flood, accident, strike or other labor disturbance, or interruption of or delay in systems, power or telecommunications under third-party control.

**16. ARBITRATION.** You understand that this Section (“Arbitration Section”) is a part of the Agreement and it affects your rights. It contains A JURY TRIAL WAIVER and procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

16.1. Arbitration Section. Before asserting a claim in any proceeding, you agree that you shall engage in a good faith attempt to resolve the claim. All claims and disputes arising out of or relating to this Agreement that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Section. The Arbitration Section applies to the both you and us, including your and our respective assigns, representatives and/or agents, as to all matters which arise out of or relate to this Agreement or any resulting transaction or relationship.

16.2. Waiver of Jury Trial. YOU HEREBY WAIVE YOUR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Section. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court.

16.3. Arbitration Rules. The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through JAMS, Inc., an established alternative dispute resolution provider (“ADR Provider”). If the selected ADR Provider is not available to arbitrate, we shall select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of this arbitration, except to the extent such rules are in conflict with the Agreement or to the extent that application of the Agreement provisions would result in the unenforceability of this Arbitration Section. The JAMS rules governing the arbitration are available online at [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 1-800-352-5267. Any arbitration hearing will be held in our federal judicial district. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

16.4. **Decision of Arbitrator.** The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

16.5. **Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION SECTION MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND ARBITRATION CLAIMS OF MORE THAN ONE BORROWER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER.

16.6. **Severability.** If any part or parts of this Arbitration Section other than the Waiver of Class or Consolidated Actions section are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Section shall continue in full force and effect. If the Waiver of Class or Consolidated Actions section is found to be unenforceable, then as to the specific dispute in which that ruling of unenforceability was made, this entire Arbitration Section shall be unenforceable.

16.7. **Survival of Agreement.** This Arbitration Section shall survive the termination of this Agreement.

17. **GOVERNING LAW AND VENUE.** The interpretation of the rights and obligations of the parties under this Agreement, including, to the extent applicable, any negotiations, arbitrations or other proceedings hereunder, will be governed in all respects exclusively by the laws of the State of Georgia, U.S.A. as such laws apply to contracts between Georgia residents performed entirely within Georgia without regard to the choice or conflict of law principles of any jurisdiction. Subject to Section 16 (Arbitration), each party hereto: (a) consents to and waives any objections to personal jurisdiction, service of process, and venue in the federal and state courts located in the State of Georgia, U.S.A. and (b) agrees that any action arising out of or relating to this Agreement shall be filed and prosecuted only in such courts.
18. **NOTICES.** Unless otherwise specified in this Agreement, any notices required or allowed under this Agreement and any complaints will be provided to JFF by postal mail to the following address: 1417 Mayson Street NE, Atlanta, GA 30324, or via email at [info@jewishfertilityfoundation.org](mailto:info@jewishfertilityfoundation.org). JFF may provide you with any notices required or allowed under this Agreement by contacting you at any email or postal mailing address you provide to JFF, at any telephone number you provide to JFF (including by SMS text), or by posting such notice to the Platform. Notices provided to JFF will be deemed given when actually received by JFF. Notice provided to you will be deemed given upon transmission to your email or telephone, upon posting to the Platform, or, in the case of postal mail, upon two (2) business days of transmission. You agree to notify us immediately if there is any change to your email or postal mailing address or telephone number. Such notice will take effect after we have had a reasonable opportunity to process it.
19. **INTERPRETATION.** Terms used in this Agreement have the definitions given in this Agreement or, if not defined in this Agreement, have their plain English meaning as commonly interpreted in the United States. To the extent any translated version of this Agreement conflicts with the English language version, the English language version will control. When interpreting this Agreement: (1) any headings are for reference purposes only and shall not be used in the construction and interpretation of this Agreement; (2) the singular includes the plural, and vice versa; (2) "includes", "including", "for example", "such as" and similar terms are not words of limitation; (3) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement; (4) "law" means any foreign, federal, state or local law (including common law), statute, standard, code, ordinance, rule, regulation, promulgation or any order by any governmental authority; and (5) "governmental authority" means any government or governmental or regulatory



body thereof, or political subdivision thereof, whether federal, state, local or foreign, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

- 20. MODIFICATIONS.** JFF reserves the right, at any time, to modify the Platform, as well as the terms of this Agreement, whether by making those modifications available on the Platform or by providing notice to you as specified in this Agreement. Any modifications will be effective upon posting to the Platform or delivery of such other notice, unless otherwise required by law. You will be deemed to have agreed to any and all modifications through your continued use of the Platform following such notice.
- 21. ADDITIONAL TERMS.** All waivers by JFF under this Agreement must be in writing or later acknowledged by JFF in writing. Any waiver or failure by JFF to enforce any provision of this Agreement on one occasion shall not be deemed a waiver by JFF of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be unenforceable, that provision shall be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the law, and the remaining provisions shall remain in full force. The prevailing party in any lawsuit or proceeding arising from or related to this Agreement shall be entitled to receive its costs, expert witness fees and reasonable attorneys' fees, including costs and fees on appeal. You may not assign or transfer either this Agreement or any of your rights or obligations hereunder (in whole or in part and including by sale, merger, consolidation, gift, or other operation of law) without the prior written approval of JFF. Any assignment in violation of the foregoing shall be null and void. JFF may assign this Agreement to any party that assumes JFF's obligations hereunder. The parties hereto are independent contractors, not agents, employees or employers of the other or joint venturers, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other.