

People4Peace™ Website Terms and Conditions

Thank you for visiting the People4Peace™ website located at www.people4peace.net (the “Site”). The Site is an Internet property of the People4Peace (in formation (collectively, “People4Peace™” “we,” “our” or “us”). The following People4Peace™ Website Terms and Conditions (“Terms and Conditions”) are inclusive of the People4Peace™ Privacy Policy (“Privacy Policy”) and any and all other applicable operating rules, policies, price schedules and other supplemental terms and conditions or documents that may be published from time to time, which are expressly incorporated herein by reference (collectively, the “Agreement”).

Each end-user visitor to the Site (“user,” “you” or “your”) agrees to the terms of the Agreement, in their entirety, when she/he: (a) accesses or uses the Site; (b) accesses and/or downloads any of the: (i) blog posts, news articles, essays, opinion pieces, text, audio, video, photographs, graphics, artwork and/or other content featured on the Site (collectively, “Informational Content”); and/or (ii) links to third party websites, charities, products and/or services (“Third-Party Links,” and together with the Informational Content, the “Content”); (c) registers to receive the People4Peace™ newsletter or other promotional information about the People4Peace’s™ offerings (“Newsletter”); (d) makes a contribution to People4Peace™ and its mission (“Contribution Services”); (e) accesses certain message boards, comment sections, messaging functionality and other interactive features of the Site (“Interactive Services”); and/or (f) utilizes the various contact forms and/or contact information made available on the Site as a means to contact directly, or request to be contacted by, People4Peace™ (collectively, the “Contact Services,” and together with the Site, Content, Newsletter, Contribution Services and Interactive Services, the “Site Offerings”).

PLEASE REVIEW THE TERMS OF THE AGREEMENT CAREFULLY. IF A USER DOES NOT AGREE WITH THE TERMS OF THE AGREEMENT IN THEIR ENTIRETY, THAT USER IS NOT AUTHORIZED TO USE THE SITE OFFERINGS IN ANY MANNER OR FORM.

THE AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES, LIMITATIONS OF LIABILITY, RELEASES, A CLASS-ACTION WAIVER, AND THE REQUIREMENT TO ARBITRATE ANY AND ALL CLAIMS THAT MAY ARISE HEREUNDER AGAINST PEOPLE4PEACE™, AS WELL AS ITS MEMBERS, RELATED PARTIES, THIRD-PARTY SERVICE PROVIDERS AND MARKETING PARTNERS (COLLECTIVELY, “COVERED PARTIES”), WHO ARE EXPRESS THIRD-PARTY BENEFICIARIES OF THE MANDATORY ARBITRATION PROVISION. THE AFOREMENTIONED PROVISIONS ARE AN ESSENTIAL BASIS OF THE AGREEMENT.

NEW JERSEY STATE RESIDENTS ARE ENCOURAGED TO REVIEW THEIR RIGHTS UNDER THE AGREEMENT, AS PROVIDED UNDER THE NEW JERSEY TRUTH-IN-CONSUMER CONTRACT WARRANTY AND NOTICE ACT (“TCCWNA”).

1. Scope; Modification of Agreement. The Agreement constitutes the entire and only agreement between users and People4Peace™ with respect to users’ use of the Site Offerings, and supersedes all prior or contemporaneous agreements, representations, warranties and/or understandings with respect to same. We may amend the Agreement from time to time in our sole discretion, without specific notice to you; *provided, however*, that: (a) any amendment or modification to the arbitration provisions, prohibition on class action provisions or any other provisions applicable to dispute resolution (collectively, “Dispute Resolution Provisions”) shall not apply to any disputes incurred prior to the applicable amendment or modification; and (b) any amendment or modification to pricing and/or billing provisions (“Billing Provisions”) shall not apply to any charges incurred prior to the applicable amendment or modification. The latest Agreement will be posted on the Site, and you should review the Agreement prior to using the Site Offerings. By your continued use of the Site Offerings, you hereby agree to comply with, and be bound by, all of the terms and conditions contained within the Agreement effective at that time (other than with respect to disputes arising prior to the amendment or modification of the Dispute Resolution Provisions, or charges incurred prior to the amendment or modification of the Billing Provisions, which shall be governed by the Dispute Resolution Provisions and/or Billing Provisions then in effect at the time of the subject dispute or incurred charges, as applicable).

2. Requirements; Termination of Access to the Site Offerings; Necessary Equipment. The Site Offerings are available only to individuals who: (a) are over eighteen (18) years of age (or the applicable age of majority, if greater than eighteen (18) years of age in their jurisdiction of residence); and (b) can enter into legally binding contracts under applicable law (collectively, “Usage Requirements”). The Site Offerings are

not intended for individuals who do not satisfy the Usage Requirements, including individuals under eighteen (18) years of age (or the applicable age of majority, if greater than eighteen (18) years of age in their jurisdiction of residence) and/or individuals who cannot enter into legally binding contracts under applicable law. If a user does not satisfy the Usage Requirements in their entirety, that user does not have permission to access or use the Site Offerings.

To the extent permitted by applicable law, People4Peace™ may terminate your right to access the Site Offerings at any time where you: (i) are in any way in breach of the Agreement; (ii) are engaged in any improper conduct in connection with the Site Offerings; and/or (iii) are, at any time, conducting any unauthorized commercial activity by or through your use of the Site Offerings.

You shall be responsible, at all times, for ensuring that you have an Internet connection, computer/mobile device, up-to-date Internet browser versions, a functioning e-mail account, applicable software, applicable hardware and/or other equipment necessary to access the Site Offerings. People4Peace™ does not guarantee the quality, speed or availability of the Internet connection associated with your mobile device and/or computer. People4Peace™ does not guarantee that the Site Offerings can be accessed: (A) on all mobile devices; (B) through all wireless service plans; (C) in connection with all Internet browsers; or (D) in all geographical areas. Standard messaging, data and wireless access fees may apply to your use of the Site Offerings through your wireless device. You are fully responsible for all such charges and People4Peace™ has no liability or responsibility to you, whatsoever, for any such charges billed by your wireless carrier.

3. Registration Forms. In order to utilize certain Site Offerings, including the Contribution Services, Contact Services and Newsletter, you may be required to submit one or more registration forms (each, a “Form”). The information that you must supply on a Form may include, without limitation: (a) your full name; (b) your mailing/billing address; (c) your e-mail address; (d) your telephone number; (e) your credit card information (where using the Contribution Services via this payment method); and/or (f) any other information requested by us on the applicable registration Form (collectively, “Registration Data”). [You agree to provide true, accurate, current and complete Registration Data, as necessary, in order to maintain it in up to date and accurate fashion.

People4Peace’s™ use of Registration Data shall be governed by the Privacy Policy. For a copy of the Privacy Policy, please [Click Here](#).

4. Content. The Site contains Content which includes, but is not limited to, blog posts, news articles, essays, opinion pieces, text, audio, video, photographs, graphics, artwork and/or other content related to world events and emerging political, social and societal conflicts. Although some of the Content made available to you on the Site is obtained and/or compiled from sources that People4Peace™ believes to be reliable, People4Peace™ cannot and does not guarantee the accuracy, validity, timeliness or completeness of any such Content. **Reliance on any Content or other information made available to you by and through the Site Offerings is solely at your own risk. The Content is offered for informational purposes only and is at all times subject to the disclaimers contained herein and on the Site. The Content may contain strong political opinions. Users may find certain Content to be outdated, harmful, offensive, inaccurate and/or deceptive.**

5. Contribution Services and General Billing Provisions. The Contribution Services may enable you to make contributions to People4Peace™ and its mission (“Contributions”). Where you make a Contribution through the Contribution Services, the credit card or debit card (collectively, “Payment Method”) that you provide on the Form will be charged the amount selected by you. Please be advised that People4Peace™ is not a registered charity and the Contributions are not tax deductible. All charges incurred in connection with the Contribution Services will appear on your Payment Method statement through the identifier, “People4Peace™ (via PayPal).” Subject to the conditions set forth herein, you agree to be bound by the Billing Provisions of People4Peace™ in effect at any given time. Upon reasonable prior written notice to you (with e-mail sufficing), People4Peace™ reserves the right to change its Billing Provisions whenever necessary, in its sole discretion. Subsequent use of the Contribution Services, after receipt of such notice, shall constitute consent to any and all such changes; *provided, however*, that any amendment or modification to the Billing Provisions shall not apply to any charges incurred prior to the applicable amendment or modification. People4Peace’s™ authorization to bill for the applicable Site Offerings is obtained by way of your electronic signature or, where applicable, via physical signature and/or voice affirmation. Once an electronic signature is submitted, this electronic order constitutes an electronic letter of agency.

People4Peace's™ reliance upon your electronic signature was specifically sanctioned and written into law when the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Transactions Act were enacted in 1999 and 2000, respectively. Both laws specifically preempt all state laws that recognize only paper and handwritten signatures.

6. Interactive Services.

(a) User Content. In connection with the Interactive Services, users may be able to upload and/or post certain content, material, communications, feedback and/or other information (collectively, the "User Content"). By making the User Content available by and through the Site Offerings, user provides to People4Peace™ a perpetual, irrevocable, worldwide license to make same available by and through the Site Offerings. Without limiting the foregoing, user acknowledges and agrees that People4Peace™ shall be free to utilize certain features and aspects of the User Content in connection with marketing and promoting the Site Offerings to third parties. Each user represents and warrants that she/he owns and/or has any and all rights to publish, display, perform and permit the use of, and grant the license associated with, the User Content as contemplated by the Agreement. Without limiting the foregoing, People4Peace™ may reject and/or remove any User Content at any time and for any reason, in People4Peace's™ sole discretion. **Notwithstanding the foregoing, People4Peace™ undertakes no responsibility to monitor or otherwise police the User Content made available by and through the Site Offerings. Each user and third party agrees that People4Peace™ shall: (i) have no obligations and incur no liabilities to such party in connection with any such User Content; and (ii) not be liable to any party for any claim in connection with the User Content.**

(b) User Content Restrictions. In connection with the User Content, each user agrees not to: (i) display any telephone numbers, street addresses, last names, URLs, e-mail addresses or any confidential information of any third party; (ii) display any audio files, text, photographs, videos or other images that may be deemed indecent or obscene in the applicable user's community, as defined under applicable law; (iii) impersonate any person or entity; (iv) "stalk" or otherwise harass any person; (v) engage in advertising to, or commercial solicitation of, users or other third parties; (vi) transmit any chain letters, spam or junk e-mail to any users or other third parties; (vii) express or imply that any statements it makes are endorsed by People4Peace™; (viii) harvest or collect personal information of users or other third parties whether or not for commercial purposes, without their express consent; (ix) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Site Offerings or related content; (x) post, distribute or reproduce in any way any copyrighted material, trademarks or other proprietary information without obtaining the prior consent of the owner of such proprietary rights; (xi) remove any copyright, trademark or other proprietary rights notices contained within the Site Offerings; (xii) interfere with or disrupt any of the Site Offerings and/or the servers or networks connected to same; (xiii) post, offer for download, e-mail or otherwise transmit any material that 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; (xiv) post, offer for download, transmit, promote or otherwise make available any software, product or service that is illegal or that violates the rights of a third party including, but not limited to, spyware, adware, programs designed to send unsolicited advertisements (i.e. "spamware"), services that send unsolicited advertisements, programs designed to initiate "denial of service" attacks, mail bomb programs and programs designed to gain unauthorized access to networks on the Internet; (xv) "frame" or "mirror" any part of the Site; (xvi) use metatags or code or other devices containing any reference to the Site Offerings in order to direct any person to any other website for any purpose; and/or (xvii) modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Site Offerings or any software used on or in connection with same. Engaging in any of the aforementioned prohibited practices shall be deemed a breach of the Agreement and may result in the immediate termination of such user's account and/or access to some or all of the Site Offerings without notice, in the sole discretion of People4Peace™. People4Peace™ reserves the right to pursue any and all legal remedies against users that engage in the aforementioned prohibited conduct.

7. Newsletter. The Site provides users with the ability to register for the People4Peace™ e-mail Newsletter. In connection with the Newsletter, People4Peace™ shall send registered users e-mail Content that People4Peace™ believes will be of interest to its users. Users can opt-out of receiving the Newsletter by following the instructions set forth in the e-mail messages comprising the Newsletter and/or by utilizing the options set forth in the Privacy Policy.

8. Representations and Warranties. Each user hereby represents and warrants to People4Peace™ as follows: (a) the Agreement constitutes the legal, valid and binding obligation of user, which is fully enforceable against such user in accordance with its terms; (b) user understands and agrees that user has independently evaluated the desirability of utilizing the Site Offerings and that user has not relied on any representation and/or warranty other than those set forth in the Agreement; (c) such user's User Content will not: (i) invade the right of privacy or publicity of any third person; (ii) involve any libelous, obscene, indecent or otherwise unlawful material; (iii) violate any applicable laws, rules or regulations; and/or (iv) infringe upon the rights of any third-parties including, without limitation, those of copyright, patent, trademark, trade secret or other intellectual property right, false advertising, unfair competition, defamation, invasion of rights of celebrity, violation of any anti-discriminatory law or regulation, or any other right of any person or entity; and/or (d) the execution, delivery and performance of the Agreement by user will not conflict with or violate: (i) any order, judgment or decree applicable to user; and/or (ii) any agreement or other instrument applicable to user.

9. Indemnification. Each user agrees to indemnify, defend and hold People4Peace™, its members, officers, directors, employees, agents and attorneys, harmless from and against any and all liabilities, claims, actions, suits, proceedings, judgments, fines, damages, costs, losses and/or expenses (including reasonable attorneys' fees, court costs and/or settlement costs) arising from and/or related to: (a) any dispute between that user and any third party; (b) that user's breach of the Agreement and/or any representation or warranty contained herein; (c) that user's User Content; and/or (d) that user's unauthorized and/or improper use of the Site Offerings. The provisions of this Section 9 are for the benefit of People4Peace™, its parent, subsidiaries and/or affiliates, and each of their respective officers, directors, members, employees, agents, shareholders, licensors, suppliers and/or attorneys. Each of these individuals and entities shall have the right to assert and enforce these provisions directly against users on its own behalf.

10. License Grant. Each user is granted a non-exclusive, non-transferable, revocable and limited license to access and use the Site Offerings. People4Peace™ may terminate this license at any time for any reason. Unless otherwise expressly authorized by People4Peace™, users may only use the Site Offerings for their own personal, non-commercial use. No part of the Site Offerings may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical. No user or other third party may use any automated means or form of scraping or data extraction to access, query or otherwise collect material from the Site Offerings except as expressly permitted by People4Peace™. No user or other third party may use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, reverse engineer or transfer the Site Offerings, or any portion thereof. No user or other third party may create any "derivative works" by altering any aspect of the Site Offerings. No user or other third party may use the Site Offerings in conjunction with any other third-party content. No user or other third party may exploit any aspect of the Site Offerings for any commercial purposes not expressly permitted by People4Peace™. Each user further agrees to indemnify and hold People4Peace™ harmless for that user's failure to comply with this Section 10. People4Peace™ reserves any rights not explicitly granted in the Agreement.

11. Proprietary Rights. The Site Offerings, as well as the organization, graphics, design, compilation, magnetic translation, digital conversion, software, services and other matters related to same, are protected under applicable copyrights, trademarks and other proprietary (including, but not limited to, intellectual property) rights. The copying, redistribution or publication by any user or other third party of any part of the Site Offerings is strictly prohibited. No user or other third party acquires ownership rights in or to any content, document, software, services or other materials viewed by or through the Site Offerings. The posting of information or material by and through the Site Offerings does not constitute a waiver of any right in or to such information and/or materials. The "People4Peace" names and logos, and all associated graphics, icons and service names, are registered trademarks of People4Peace (in formation). The use of any trademark without the applicable trademark owner's express written consent is strictly prohibited.

12. Legal Warning. Any attempt by any individual to damage, destroy, tamper with, vandalize and/or otherwise interfere with the operation of the Site Offerings is a violation of criminal and civil law and People4Peace™ will diligently pursue any and all remedies against any offending individual or entity to the fullest extent permissible by law and in equity.

13. Disclaimer of Warranties. THE SITE OFFERINGS AND ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME ARE PROVIDED TO USERS ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF

INTELLECTUAL PROPERTY AND/OR FITNESS FOR A PARTICULAR PURPOSE). IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, PEOPLE4PEACE™ MAKES NO WARRANTY THAT THE SITE OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME: (A) WILL, AS APPLICABLE, MEET ANY USER'S REQUIREMENTS; (B) WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED; (C) WILL BE FREE OF HARMFUL COMPONENTS; AND/OR (D) WILL BE ACCURATE OR RELIABLE. THE SITE OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. PEOPLE4PEACE™ WILL NOT BE LIABLE FOR THE AVAILABILITY OF THE UNDERLYING INTERNET CONNECTION ASSOCIATED WITH THE SITE OFFERINGS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ANY USER FROM PEOPLE4PEACE™ OR OTHERWISE THROUGH OR FROM THE SITE OFFERINGS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

14. Limitation of Liability. EACH USER EXPRESSLY UNDERSTANDS AND AGREES THAT PEOPLE4PEACE™ SHALL NOT BE LIABLE TO THAT USER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PEOPLE4PEACE™ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), TO THE FULLEST EXTENT PERMISSIBLE BY LAW FOR: (A) THE USE OR INABILITY TO USE THE SITE OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, CONTENT AND/OR ANY OTHER PRODUCTS OR SERVICES PURCHASED OR OBTAINED FROM OR THROUGH THE SITE OFFERINGS; (C) ANY DISPUTE BETWEEN ANY USERS AND/OR THIRD PARTIES; (D) THE UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ANY REGISTRATION DATA; AND (E) ANY OTHER MATTER RELATING TO THE SITE OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, IN THE AGGREGATE INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND ANY AND ALL OTHER TORTS. EACH USER HEREBY RELEASES PEOPLE4PEACE™ FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED HEREIN. IF APPLICABLE LAW DOES NOT PERMIT SUCH LIMITATIONS, THE MAXIMUM LIABILITY OF PEOPLE4PEACE™ TO ANY USER UNDER ANY AND ALL CIRCUMSTANCES WILL BE FIVE HUNDRED DOLLARS (\$500.00). **NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE SITE OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME, MAY BE BROUGHT BY ANY USER OR PEOPLE4PEACE™ MORE THAN ONE (1) YEAR FOLLOWING THE EVENT WHICH GAVE RISE TO THE CAUSE OF ACTION.** THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN EACH USER AND PEOPLE4PEACE™. ACCESS TO THE SITE OFFERINGS WOULD NOT BE PROVIDED TO USERS WITHOUT SUCH LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS ON LIABILITY AND IN SUCH JURISDICTIONS THE LIABILITY OF PEOPLE4PEACE™ SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

15. Third Party Websites. The Site Offerings contain links to other websites on the Internet that are owned and operated by third parties including, without limitation, the Third-Party Links. People4Peace™ does not control the information, products or services made available on, by or through these third-party websites. The inclusion of any link does not imply endorsement by People4Peace™ of the applicable website or any association with the website's operators. Because People4Peace™ has no control over such websites and/or resources, each user agrees that People4Peace™ is not responsible or liable for the availability or the operation of such external websites, for any material located on or available from or through any such websites or for the protection of any user's data privacy by third parties. Each user further agrees that People4Peace™ shall not be responsible or liable, directly or indirectly, for any loss or damage caused by the use of or reliance on any such material available on, by or through any such site.

16. Editing, Deleting and Modification. People4Peace™ reserves the right, in its sole discretion, to edit and/or delete any documents, information or Content appearing on the Site.

17. Use of Registration Data. All material submitted by users through or in association with the Site Offerings including, without limitation, the Registration Data, shall be subject to the Privacy Policy. For a copy of the Privacy Policy, please [Click Here](#).

18. Copyright Policy/DMCA Compliance. People4Peace™ reserves the right to terminate access to the Site Offerings/account of any user who infringes upon third-party copyrights. If any user or other third-party believes that a copyrighted work has been copied and/or posted via the Site Offerings in a way that constitutes copyright infringement, that party should provide People4Peace™ with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyrighted work; (b) an identification and location of the copyrighted work that such party claims has been infringed upon; (c) a written statement by such party that it has a good faith belief that the disputed use is not authorized by the owner, its agent or the law; (d) such party's name and contact information, such as telephone number or e-mail address; and (e) a statement by such party that the above information in such party's notice is accurate and, under penalty of perjury, that such party is the copyright owner or authorized to act on the copyright owner's behalf. Contact information for People4Peace's™ Copyright Agent for notice of claims of copyright infringement is as follows:

Corey B. Bearak, Esq.
82-35 251st Street
Bellerose, NY 11426
Corey.B@people4peace.net

19. Dispute Resolution Provisions. The Agreement shall be treated as though it were executed and performed in New York, New York and shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflict of law principles). **The parties (and Covered Parties) hereby agree to arbitrate all claims that may arise under and/or relate to the Site Offerings and/or the Agreement. Without limiting the foregoing, should a dispute arise between the parties/any Covered Parties including, without limitation, any matter concerning the Site Offerings, the terms and conditions of the Agreement or the breach of same by any party hereto: (a) the parties/Covered Parties agree to submit their dispute for resolution by arbitration as set forth below; and (b) you agree to first commence a formal dispute proceeding by completing and submitting an Initial Dispute Notice which can be found [Here](#). The Covered Party(ies) named in your Initial Dispute Notice (collectively, the "Named Parties") may choose to provide you with a final written settlement offer after receiving your Initial Dispute Notice ("Final Settlement Offer"). If the applicable Named Party(ies) provide(s) you with a Final Settlement Offer and you do not accept it, or such Named Party(ies) cannot otherwise satisfactorily resolve your dispute and you wish to proceed, you must submit your dispute for resolution by arbitration before JAMS, in your county of residence, by filing a separate Demand for Arbitration, which is available [Here](#). For claims of Ten Thousand Dollars (\$10,000.00) or less, you can choose whether the arbitration proceeds in person, by telephone or based only on submissions. If the arbitrator awards you relief that is greater than our Final Settlement Offer, then the Named Party(ies) will pay all filing, administration and arbitrator fees associated with the arbitration and, if you retained an attorney to represent you in connection with the arbitration, the Named Party(ies) will reimburse any reasonable attorneys' fees that your attorney accrued for investigating, preparing and pursuing the claim in arbitration. Any award rendered shall be final and conclusive to the parties and a judgment thereon may be entered in any court of competent jurisdiction. Although the Named Party(ies) may have a right to an award of attorneys' fees and expenses if the Named Party(ies) prevail in arbitration, the Named Party(ies) will not seek such an award from you unless the arbitrator determines that your claim was frivolous.**

To the extent permitted by law, you agree that you will not bring, join or participate in any class action lawsuit and/or class arbitration as to any claim, dispute or controversy that you may have against any Covered Party and/or People4Peace™ (including its employees, officers, directors, shareholders, members, representatives and/or assigns). You agree to the entry of injunctive relief to stop such a class action lawsuit and/or class arbitration, as applicable, or to remove you as a participant in the suit and/or class arbitration, as applicable. You agree to pay the attorney's fees and court costs that People4Peace™ and/or any Covered Party incurs in seeking such relief. This provision preventing you from bringing, joining or participating in class action lawsuits and/or class arbitrations: (i) does not constitute a waiver of any of your rights or remedies to pursue a claim individually, and not as a class action or class arbitration, in binding arbitration as provided above; and (ii) is an independent agreement. You may opt-out of these dispute resolution provisions by providing written notice of your decision within thirty (30) days of the date that you first access the Site.

20. Miscellaneous. To the extent that anything in or associated with the Site Offerings is in conflict or inconsistent with the Agreement, the Agreement shall take precedence. People4Peace's™ failure to enforce

any provision of the Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. The parties do not intend that any agency or partnership relationship be created through operation of the Agreement. Should any part of the Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. People4Peace™ may assign its rights and obligations under the Agreement, in whole or in part, to any party at any time without notice to you. The Agreement may not, however, be assigned by you, and you may not delegate your duties under it. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

21. Contact Us. If you have any questions about the Agreement, Site Offerings or the practices of People4Peace™, you may utilize the contact method applicable to the subject matter of your inquiry, as set forth on the “Contact Us” page of the Site, or you can e-mail us at: info@people4peace.net; or send us mail to: PO Box 128, Purchase, NY 10577-0128.