

Terms of Use and User Agreement

These Terms of Use constitute a binding contract between You and Right Choices, Inc. Your access to and continued use of the Right Choices, Inc. Web site located at [www. rightchoicesinc.org](http://www.rightchoicesinc.org) (including any successor site) constitutes your acceptance, without limitation, of the terms and conditions of these Terms of Use. If You do not agree to be bound by these terms, You may not access or use the Right Choices, Inc. site.

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2. To learn about Right Choices, Inc. for the purposes of evaluating it as recipients of charitable donations; or
3. Investigating Right Choices, Inc. for purposes of providing goods or services or for entering into other types of business relationships with Right Choices, Inc.

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1. Use the Right Choices, Inc. site other than as authorized by these Terms of Use.
2. Use the Right Choices, Inc. site for the benefit of any third party.
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4. Use the Use the Right Choices, Inc. site directly or indirectly in competition with Use the Right Choices, Inc. site in any way whatsoever.

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Due to, among other things, the possibility of human and/or mechanical error, Right Choices, Inc. shall not be responsible for any errors or omissions on the Use the Right Choices, Inc.

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WARRANTIES ON BEHALF OF ITSELF WITH RESPECT TO THIRD PARTY SOFTWARE OR EQUIPMENT AND EXPRESSLY EXCLUDES ANY AND ALL LIABILITY ARISING FROM OR RELATING TO A THIRD PARTY'S SOFTWARE AND/OR EQUIPMENT.

LIMITATIONS ON LIABILITY; INDEMNITY

IN NO EVENT SHALL RIGHT CHOICES, INC. (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS) HAVE LIABILITY FOR PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSS (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST BUSINESS, LOST PROFITS, OR LOST DATA) ARISING IN CONNECTION WITH THESE TERMS OF USE, THE RIGHT CHOICES, INC. SITE, ANY DATABASE OR CONTENT THEREON OR THE USE OR INABILITY TO USE THE RIGHT CHOICES, INC. SITE, OR ANY DATABASE OR CONTENT THEREON, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH DAMAGES ARE CLAIMED OR REGARDLESS OF WHETHER RIGHT CHOICES, INC. HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. NOT ALL STATE LAWS ALLOW SUCH LIMITATIONS, AND YOUR RIGHTS MAY VARY.

You agree to indemnify, defend and hold harmless Right Choices, Inc., its affiliates, and their respective officers, directors, employees, agents, successors, assigns, licensors, partners, joint ventures, customers and any other person or entity involved in the creation, production and/or distribution of the Right Choices, Inc. site, from and against any and all claims, liabilities, costs and expenses (including, without limitation, attorneys' fees and expenses) incurred in connection with or arising from any breach by You of these Terms of Use or resulting in connection with or arising from Your use of the Right Choices, Inc. site.

Termination; Equitable Remedies

Right Choices, Inc. may terminate these Terms of Use (including Your rights hereunder) at any time, with or without notice and with or without cause. Terms of these Terms of Use that, by their nature, survive the termination or expiration of these Terms of Use, shall so survive.

Dispute Resolution

These Terms of Use shall be governed and construed by the laws of the State of Texas, without regard to its choice of law rules. You agree that, by entering into these Terms of Use and accessing and/or using the Right Choices, Inc. site, You are transacting business in the State of Texas and are subject to jurisdiction in its courts. Any legal or equitable action arising from these Terms of Use or in connection with the Right Choices, Inc. site shall be commenced and maintained in a court of competent subject matter jurisdiction within the State of Texas, and You consent to personal jurisdiction and venue in any such court. In the event it is held that jurisdiction or venue is wanting in such a court, an action then may be commenced in any other court having proper jurisdiction under applicable statutes and court rules. In the event of any dispute adjudicated between the parties, whether in litigation or permitted appeal, the prevailing party shall be entitled to recover from the party not prevailing its

reasonable attorneys' fees and costs incurred in such proceeding. The parties agree that neither may bring a claim or assert a cause of action against the other, in any forum or manner, more than one (1) year after the cause of action accrued, except where the party could not have reasonably discovered the wrong giving rise to the claim within the basic facts supporting the claim within one (1) year.

Modification of These Terms of Use

Right Choices, Inc. reserves the right, in its sole discretion, to modify, alter, or otherwise revise these Terms of Use at any time by posting such modified versions on the Right Choices, Inc. site. You agree to monitor regularly these Terms of Use as they appear on the Right Choices, Inc. site. Your continued use of the Right Choices, Inc. site after the posting of any modified versions shall constitute agreement to these Terms of Use.

Notices

Except as is stated herein to the contrary, any notices to Right Choices, Inc. must be given by postal mail sent to Right Choices, Inc. headquarters as then listed on the Right Choices, Inc. Site. Any notices to You will be sent to the e-mail address that You provide to Right Choices, Inc.

Severability

Should any term of these Terms of Use be finally held by a court of competent jurisdiction to be invalid, unenforceable, void, or otherwise contrary to law or equity, Right Choices, Inc. and You agree that such provision shall be automatically severed and the remainder of these Terms of Use that can be given effect shall continue to be given effect.

User Agreement

READ THE TERMS AND CONDITIONS HEREIN CAREFULLY BEFORE CONTINUING OR USING THE RIGHT CHOICES, INC. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR OTHERWISE USE THE RIGHT CHOICES, INC. YOUR USE OF THE WEBSITE INDICATES YOUR ACKNOWLEDGMENT THAT YOU HAVE READ AND ACCEPTED THESE TERMS AND CONDITIONS AND THIS USER AGREEMENT.

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You acknowledge that you have read the terms and conditions herein and that you accept such terms and conditions. YOU AGREE TO READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THE RIGHT CHOICES, INC. SITE. If you do not agree to these terms and conditions, you may not use the Right Choices, Inc. site.