

YOUR AMERICAN "PAL" INC- TERMS OF SERVICE

Effective: July 4th, 2021

Last Update November 1st, 2023

These Terms of Use describe the nature of this website, mobile app or any affiliate website which links to these Terms of Use (the "Website") and the terms on which you may use it. **BY USING THIS WEBSITE OR ANY INFORMATION PROVIDED ON THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE.** Your American "PAL", Inc. and each of its affiliates (collectively referred to herein as "us" or "we") reserve the right, in our sole discretion, to change, add or remove any portion of these Terms of Use at any time by posting new Terms of Use on this Website. Please review these Terms of Use each time you use this Website. **YOUR USE OF THE FOLLOWING POSTED CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES. IF YOU DO NOT AGREE TO THESE TERMS OF USE OR ANY CHANGES, PLEASE DO NOT USE THIS WEBSITE.**

The present terms and conditions (thus "**Agreement**" or "**Terms**") is a legal agreement between you and Your American "PAL" Inc (hereinafter "**Your American "PAL"**") a company (nonprofit) duly organized and validly existing, located at 17 Villas Ways Dr, Montgomery, Texas 77356. This Agreement annuls and voids all previous agreements.

OVERVIEW

The Site (Your American "PAL" Inc) is operated by Your American "PAL". Throughout the Site, the terms "we", "us" and "our" refer to Your American "PAL". Your American "PAL" offers this Site, including all information, tools and services available from this Site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our Site and/or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions, including those additional terms and conditions and policies referenced herein and/or available to hyperlink. These Terms apply to all users of the Site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content in the event of an inconsistency between this Agreement and any additional terms or policies referenced herein, the provisions of the additional terms or policies shall control.

Please read their Terms carefully before accessing or using our Site. By accessing or using any part of the Site, you agree by the bound by these Terms. If you do not agree to all the terms of this Agreement, then you may not access the Site or use any Service. If these Terms are considered an offer, acceptance is expressly limited to these Terms.

Any news features or tools which are added to the current store shall also be subject to the Terms. You can review the most current version of the Terms at any time on this page. We reserve the right to update, change or replace any part of these Terms by posting updates and/or changes to our Site. It is your responsibility to check this page periodically for change. Your continued use of or access to the Site following the posting of any changes constitutes acceptance of those changes.

SECTION 1- GENERAL TERMS

By agreeing to these Terms, you represent that you are at least 18 years of age in your State or province of residence, and you have given us your consent to use this Site.

You may not use our membership or Site for any illegal or unauthorized purpose nor may you, in the use of our products or Site, violate any have in your jurisdiction.

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your account and rights to use our Service.

We have the rights, but not the obligation, to take any of the following actions in our sole discretion at any time and for any reason without giving you any prior notice:

- 1) Restrict, suspend or terminate your access to all or any part of our Site.
- 2) Change, suspend or discontinue all or part of our products or Site.
- 3) Refuse, move, or remove any content that is available on all or any part of your site.
- 4) Deactivate or delete your accounts.
- 5) Establish general practices and limits concerning use of our Site.

You agree that we will not be liable to you or any third party for taking any of these actions.

You understand and agree that our Site may include communications such as service announcements and administrative or legal notices from us. Please note that you cannot opt out of receiving these notices.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks, and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Site, use of the Site, or access to the Site or any contact on the Site, without express written permission by us.

You may not modify, publish, transmit, reverse, engineer, participate in the transfer or sale, create, derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Your American "PAL" content is not for resale. Use of the Site does not entitle users to make any unauthorized use of any protected content, and in particular you will not delete or after any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content ownership rights in any protected content. We do not grant you any license, express or implied, to the intellectual property of Your American "PAL" or our licensors except as expressly authorized by these Terms.

SECTION 2- CREATING AN ACCOUNT

Once you create an account with us, you are registered on the Your American "PAL" Inc Site. The terms "member", "membership" and "account" all refer to this registration as a member on Your American "PAL" Inc's Site. If you are merely surfing or browsing through the Site and have not yet created an account, your use of the Site is still subject to the Agreement, if you do not agree to this Agreement, do not use this Site.

When you create an account, you will provide a unique username and email. We will ask you to create a password because any activities that occur under your username or password are your responsibility. It is important to keep your username and/or password secure. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Your American "PAL" Inc is not responsible for third party access to your account that results from theft or misappropriation of your account. Notify us immediately if you believe that someone has used your username and email or password without your authorization.

Furthermore, the registering party hereby acknowledges, understands and agrees to:

- a) furnish factual, correct, current and complete information with regards to yourself as may be requested by the date registration process, and
- b) maintain and promptly update your registration and profile information in an effort to maintain accuracy and completeness at all times, and
- c) you represent that you are over the age of 18. This nonprofit does not permit those under 18 years of age to use the Service.

If anyone knowingly provides any information of a false, untrue, inaccurate or incomplete nature, Your American "PAL" Inc will have sufficient grounds and rights to suspend or terminate the member in violation of this aspect of the Agreement, and as such, refuse any and all current or future use of Your American "PAL" Inc Services, or any portion thereof.

SECTION 3 - CONDUCT

As a user, or member of the Site, you herein acknowledge, understand and agree that all information, text, software, data, photographs, music, video, messages, tags or any other content, whether it is publicly or privately posted and/or transmitted, is the expressed sole responsibility of the individual from whom the content originated. In short, this means that you are solely responsible for any and all content posted, uploaded, emailed, transmitted or otherwise made available by way of the Your American "PAL", Services, and as such, we do not guarantee the accuracy, integrity or quality of such content. It is expressly understood that by use of our Services, you may be exposed to content including, but not limited to, any errors or omissions in any content posted, and/or any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available by Your American "PAL".

Furthermore, you herein agree not to make use of Your American "PAL", Inc's Services for the purpose of:

- a) uploading, posting, emailing, transmitting, or otherwise making available any content that shall be deemed unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or invasive of another's privacy or which is hateful, and/or racially, ethically, or otherwise objectionable,
- b) causing harm to miners in any manner whatsoever,
- c) impersonating any individual or entity, including, but not limited to, any Your American "PAL" officials, forum leaders, guides or hosts or falsely stating or otherwise misrepresenting any affiliation with an individual or entity,
- d) forgetting captions, headings or titles or otherwise misrepresenting any affiliation with an individual or entity,
- e) uploading, posting, emailing, transmitting otherwise offering any content that you personally have no right to pursuant to any law nor having any contractual or fiduciary relationship with,
- f) uploading, posting, emailing, transmitting, or otherwise offering any content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship,
- g) uploading, posting, emailing, transmitting, or otherwise offering any unsolicited or unauthorized advertising, promotional flyers, "junk mail", "spam", or any other forms of solicitation., except in any such area that may have been designated for such purpose,

- h) uploading, posting, emailing, transmitting, or otherwise offering any source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment,
- l) disrupting the normal flow of communications, or otherwise acting in any manner that would negatively affect other users' ability to participate in any real time interactions,
- j) interfering with or disrupting any Your American "PAL", Inc Services, servers, and/or networks that may be connected or related to our website, including, but not limited to, the use of any device software and/or routine to bypass the robot exclusion headers,
- k) intentionally or unintentionally violating any local, state, federal, national or international law, including, but not limited to, rules, guidelines, and/or regulations, and/or regulations decreed by the U.S. Securities and Exchange Commission, in addition to any rules of any nation or other securities Exchange, that would include without limitation, the New York stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law,
- l) providing informational support or resources, concealing and/or disguising the character, location, and or source to any organization delegated by the United States government as a "foreign terrorist organization" in accordance with section 219 of the Immigration and Nationality act,
- m) "stalking" or with the intent to otherwise harass another individual, and/or a
- n) collecting or storing of any personal data relating to any other member or user in connection with the prohibited conduct and/or activities which have been set forth in the aforementioned paragraphs.

Your American "PAL", Inc herein reserves the right to pre-screen, refuse and/or delete any content currently available through our Services. In addition, we reserve the right to remove and/or delete any such content that would violate the Terms, or which would otherwise be considered offensive to other visitors, users and/or members.

Your American "PAL", Inc herein reserves the right to access, preserve and/or disclose member account information and/or content if it is requested to do so by law or in good faith belief that any such action is deemed reasonably necessary for:

- a) compliance with any legal process,
- b) enforcement of the Term,
- c) responding to any claim that therein contained content is in violation of the rights of any third party,
- d) responding to request for customer service or,
- e) protecting the rights, property or the personal safety of Your American "PAL", Inc, its visitors, users and members, including the general public.

Your American "PAL", Inc herein reserves the right to include the use of security components that may permit digital information or material to be protected, and that such use of information and/or material is subject to usage guidelines and regulations established by Your American "PAL", Inc or any other content providers supplying content services to Your American "PAL", Inc. You are hereby prohibited from making any attempt to override or circumvent any of the embedded usage rules in our Services. Furthermore, unauthorized reproduction, publication, distributions, or exhibition or any information or materials supplied by our Services, despite whether done so in whole or in part, is expressly prohibited.

SECTION 4- GLOBAL USE: EXPORT/IMPORT COMPLIANCE

Due to the global nature of the internet, through the use of our network you hereby agree to comply with all local relating to online conduct and that which is considered acceptable content. Uploading, posting and/or transferring of software, technology and other technical data may be subject to the export and import laws of the United States and possibly other countries.

Through the use of our network, you thus agree to comply with all applicable export and import laws, statutes and regulations, including, but not limited to the Export Administration Regulations

(https://www.access.gpo.gov/bis/ear/ear_data.html), as well as the sanctions control program of the United States (<https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>). Furthermore, you state and pledge that you:

a) are not on the list of prohibited individuals which may be identified on any government export exclusion report

(<https://www.bis.doc.gov/complianceand enforcement/listtocheck.htm>) not a member of any other government which may be part of an export prohibited country identified in applicable export and import laws and regulations,

b) agree not to transfer any software, technology or any other technical data through the use of our network Services to any export prohibited country,

c) agree not to use our website network Services for any military, nuclear, missile, chemical or biological weaponry end uses that would be a violation of the U.S. export laws, and

d) agree not to post, transfer nor uploaded any software, technology or any other technical data which would be in violation of the U.S. or other applicable export applicable export and/or import laws.

SECTION 5- SUBMITTED CONTENT

Your American "PAL", Inc shall not lay claim to ownership of any content submitted by any visitor, member, or user, not make such content available for inclusive for inclusion on our website Services. Therefore, you hereby grant and allow for Your American "PAL", Inc the below listed worldwide, royalty, free and non-exclusive licenses, as applicable:

a) The content submitted or made available for inclusion on the publicly accessible areas of Your American "PAL", Inc's site, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services is for the sole purpose of providing and promoting the specific area to which thus content was placed and/or made available for viewing. This license shall be available so long as you are a member of Your American "PAL", inc's Sites, and shall terminate at such time when you elect to discontinue your membership.

b) Photos, audio, video and/or graphics submitted or made available for inclusions on the publicly accessible areas of Your American "PAL", Inc's sites, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services are for the sole purpose of providing and promoting the specific area in which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of Your American "PAL", Inc's sites and shall terminate at such time when you elect to discontinue your membership.

c) For any other content submitted or made available for inclusion on the publicly accessible areas of Your American "PAL", Inc's sites, the continuous, binding and completely sub-licensable license which is meant to permit to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and/or publicly display said content, whether in whole or in part, and the incorporation of any such Content into other works in any arrangement or medium current used or later developed.

Those area which may be deemed "publicly accessible" area of Your American "PAL", Inc's Sites are those such areas of our network properties which are meant to be available to the general public, and which would include message boards and groups that are openly available to both users and members. However, those areas which are not open to the public, and thus available to members only, would include our mail system distant messaging.

CONTRIBUTIONS TO COMPANY WEBSITE

Your American "PAL", Inc may provide an area for our user and members to contribute feedback to our website. When you submit ideas, documents, suggestions and/or proposals ("**Contributions**") to our site, you acknowledge and agree that:

- a) your contributions do not contain any type of confidential or proprietary information,
- b) Your American "PAL" shall not be liable or under any obligation to ensure or maintain confidentiality expressed or implied, related to any Contributions,
- c) Your American "PAL" shall not be entitled to make use of and/or disclose any such Contributions in any such manner as they may see fit,
- d) the contributor's Contributions shall automatically become the sole property of Your American "PAL", and
- e) Your American "PAL" is under no obligation to either compensate or provide any form or reimbursement in any manner or nature.

SECTION 6 - INDEMITY

All users and/or members agree to insure and hold Your American "PAL", Inc, our subsidiaries, affiliates, agents, employees, officers, partners and/or licensors blameless or not hable for my claim or demand, which may include, but is not limited to, reasonable attorney fees made by any third party which may arise from any content a member or user of our Site may submit may submit, post, modify, transmit or otherwise make available through our Services, the use of Your American "PAL", Services or your connection with these Services, your violations of the Terms of Service and/or your violation of any such rights of another person.

SECTION 7- COMMERCIAL REUSE OF SERVICES

The member or user herein agrees not to replicate, duplicate, copy, trade, sell, resell nor exploit for any commercial reason any par, use of, or access to Your American "PAL"s Sites.

SECTION 8- MODIFICATIONS

Your American "PAL", Inc reserves the right at any time it may deem fit, to modify, alter and or discontinue, whether temporary or permanently our Service, or any part thereof, with or without prior notice. In addition, we shall not be held liable to you or to any third party for any such alteration, modification, suspension and/or discontinuance of our Services, or any part thereof.

SECTION 9- TERMINATION

As a member of Your American "PAL" Inc, you may cancel or terminate your account, associated email address and/or access to our Services by submitting a cancellation or termination request to admin@youramericanpal.org. This cancellation date will be the last day before the renewal date.

As a member, you agree that Your American "PAL", Inc may, without any prior written notice, immediately suspend, terminate, discontinue and/or limit your account, any email associated with your account, and access shall include, but is not limited to:

- a) any breach or violation of our Terms or any other incorporated agreement, regulation and/or guideline,
- b) by way of requests from law enforcement or any other governmental agencies,
- c) the discontinuance, alteration and/or material modification to our Services, or any part thereof,
- d) unexpected technical or security issues and/or problems,
- e) any extended periods of inactivity,
- f) any engagement do you in any fraudulent or illegal activities, and/or,
- g) the nonpayment of any associated fees that may be owed by you in connection with Your American "PAL", Inc account Services.

Furthermore, you herein agree that any and all terminations, suspensions, discontinuances, and or limitations of access for cause shall be made at our sole discretion and that we shall not be liable to you or any other third party with regards to the termination of your account, associated email address and/or access to any of our Services.

The termination of your account with Your American "PAL" Inc shall include any and/or all of the following:

- a) the removal of any access to all or part of the Services offered within Your American "PAL" Inc,
- b) the deletion of your password and any and all related information, files, and any such content that may be associated with or inside your account, or any part thereof, and
- c) the barring of any further use of all or part of our Services.

SECTION 10- THIRD-PARTY SITES/LINKS

Certain sections of this site may provide links to sites of third parties where you may be able to purchase online products and services provided by third parties. We are not responsible for the quality, accuracy, timeliness, reliability, or any other aspect of any product or service offered or provided by a third party. When you click on these third-party links, you will leave the Your American "PAL", Inc website and will be directed to another site. These sites are not under the control of Your American "PAL", Inc. Your American "PAL", Inc makes no representations regarding the suitability of content in such sites for any particular audience. Your American "PAL", Inc is not responsible for any of the content of linked third party websites. Your American "PAL", Inc. is not an agent for these third parties, nor do we endorse or guarantee their products or their website content. We make no representation or warranty regarding the accuracy of the information contained in the linked sites. We suggest that you always verify the information obtained from linked websites before acting upon this information.

Your American "PAL", Inc does not collect any premiums or make payments on behalf of the member to any third-party providers. The member is fully responsible for making sure premiums are being deducted as arranged and paid directly to the third party. If you fail to make premiums or then perks, policies, products and services can be terminated.

Also, please be aware that the security and privacy policies on these third-party sites may be different than Your American "PAL", Inc policies, so please read third party privacy and security policies closely.

Note: If you have questions or concerns about the perks, policies, products and services offered on linked third party sites, please contact the third party directly.

SECTION 11- PROPRIETARY RIGHTS

You do hereby acknowledge and agree that Your American "PAL", Inc's Services and any essential software that may be used in connection with our Services ("Software") shall contain proprietary and confidential material that is protected by applicable intellectual property rights and other laws. Furthermore, you herein acknowledge and agree that any Content which may be contained in any advertisements or information presented by and through our Services or by advertisers is protected by copyrights, trademarks, patents or other proprietary rights and law. Therefore, except for that which is expressly permitted by applicable law or as authorized by Your American "PAL", Inc or such applicable licensor, you agree not to alter, modify, lease, rent, loan, sell, distribute, transmit, broadcast, publicly perform and/or created any plagiaristic works which are based on Your American "PAL", Inc Services (e.g. Content or Software), in whole or part.

Your American "PAL", Inc hereby grants you a personal, non-transferrable and nonexclusive right and/or license to make use of the object code or our Software on a single computer, as long as you do not, and shall not, allow any third party to duplicate, alter, modify, create or plagiarize work from reverse engineer, reverse assemble or otherwise make an attempt to locate or discern any source code, sell , assign, sublicense, grant a security interest in and/or otherwise transfer any such right in the Software. Furthermore, you do herein agree not to alter or change the Software in any manner, nature or form, and as such, not to our Services. Lastly, you also agree not to access or attempt to access our Services through any means other than through the interface which is provided by Your American "PAL", Inc for use in accessing our Services.

SECTION 12- WARRANTY DISCLAIMERS

YOU HEREIN EXPRESSLY ACKNOWLEDGE AND AGREE THAT

a) THE USE OF YOUR AMERICAN 'PAL', INC SERVICES AND SOFTWARE ARE AT THE SOLE RISK BY YOU. OUR SERVICES AND SOFTWARE SHALL BE PROVIDED ON AN 'AS IS" AND/OR 'AS AVAILABLE BASIS. YOUR AMERICAN 'PAL', INC AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR TITLE. MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

B) YOUR AMERICAN 'PAL', INC AND OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO SUCH WARRANTIES THAT (I) YOUR AMERICAN 'PAL', INC SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS, (II) YOUR AMERICAN 'PAL', INC SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, (III) THAT SUCH RESULTS WHICH

MAY BE OBTAINED FROM THE USE OF THE YOUR AMERICAN 'PAL', INC SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE, (IV) QUALITY OF ANY PRODUCTS, SERVICES, ANY INFORMATION OR OTHER MATERIAL WHICH MAY BE PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS AND (V) THAT ANY SUCH ERRORS CONTAINED IN THE SOFTWARE SHALL BE CORRECTED.

c) ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY WAY OF YOUR AMERICAN 'PAL', INC SERVICES OR SOFTWARE SHALL BE ACCESSED BY YOUR SOLE DISCRETION AND SOLE RISK AND AS SUCH YOU SHALL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES DOWNLOADING AND/OR DISPLAYING, OR FOR ANY LOSS OF DATA THAT COULD RESULT FROM THE DOWNLOAD OF ANY SUCH INFORMATION OR MATERIAL.

d) NO ADVICE AND/OR INFORMATION, DESPITE WHETHER WRITTEN OR ORAL, THAT MAY BE OBTAINED BY YOU FROM YOUR AMERICAN 'PAL', INC, OR BY WAY OF OR FROM OUR SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

e) A SMALL PERCENTAGE OF SOME USERS MAY EXPERIENCE SOME DEGREE OF EPILEPTIC SEIZURE WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS THAT MAY BE CONTAINED ON A COMPUTER SCREEN OR WHILE USING OUR SERVICES. CERTAIN CONDITIONS MAY INDUCE A PREVIOUSLY UNKNOWN CONDITION OR UNDETECTED EPILEPTIC SYSTEM IN USERS WHO HAVE SHOWN NO HISTORY OF ANY PRIOR SEIZURE OR EPILEPSY SHOULD YOU, ANYONE YOU KNOW OR ANYONE IN YOUR FAMILY HAVE AN EPILEPTIC CONDITION, PLEASE CONSULT A PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING OUR SERVICES, DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

SECTION 13- LIMITATION OF LIABILITY

IN NO EVENT SHALL YOUR AMERICAN "PAL" INC AND OUR SUBSIDAIRIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENT, DIRECTORS, PARTNERS AND LICENSORS SHALL BE LIABLE TO YOU FOR ANY PUNITIVE, COMPENSATORY, SPECIAL, DIRECT, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, EXEMPLARY DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, INFORMATION, OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE DATA, INFORMATION, OR MATERIAL INCLUDED IN THIS WEBSITE OR ON THE INTERNET GENERALLY, OR ON ANY OTHER BASIS. IF THIS LIMITATION OF LIABILITY OR THE EXCLUSION OF WARRANTY SET FORTH HEREIN IS HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN YOUR AMERICAN "PAL", INC MAXIMUM LIABILITY FOR ANY TYPE OF DAMAGES SHALL BE LIMITED TO U.S. \$100.00.

- a) THE USE OR INABILITY TO USE OUR SERVICES,
- b) THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES,
- c) UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA,
- d) STATEMENTS OR CONDUCT OF ANY SUCH THIRD PARTY ON OUR SERVICE,
- e) AND ANY OTHER MATTER WHICH MAY BE RELATED TO OUR SERVICES.

If you are dissatisfied with the non-profit's website, any perks, policies or products, or services on Your American "PAL", Inc website, or with any of the non-profit's Terms of Service, it is your sole and exclusive remedy to discontinue using Your American "PAL", Inc

SECTION 14- RELEASE

In the event you have a dispute, you agree to release Your American "PAL" Inc (and its officers, directors, employees, agents, parent subsidiaries, affiliates, co-branders, partners and any other third parties) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected or unsuspected, disclosed and undisclosed, arising out of or in any way connected to such dispute.

SECTION 15- NOTICE

Your American "PAL" Inc may furnish you with notices, including those with regards to any changes to the Terms of Service, including but not limited to email, regular mail, MMS or SMS, text messaging, postings on our website Services, or other reasonable means currently known or any which may be herein after developed. Any such notices may not be received if you violate any aspects of the Terms of Service by accessing our Services in an unauthorized manner. Your acceptance of this Agreement constitutes your agreements that you are deemed to have received any and all notices that would have been delivered has you accessed our Services in an unauthorized manner.

SECTION 16- INTELLECTUAL PROPERTY RIGHTS

You hereby acknowledge, understand and agree that all of Your American "PAL", Inc, trademarks, copyright, trade name, service marks, and other Your American "PAL", Inc logos and any brand features, and/or product and service

names are trademarks and as such, are and shall remain the property of Your American "PAL", Inc. You herein agree not to display and/or use in any manner the Your American "PAL", Inc logo or marks with obtaining Your American "PAL", Inc's prior written consent.

Your American "PAL", Inc will always respect the intellectual property of others, and we ask that all of our users do the same. With regards to appropriate circumstances and all its sole discretion, Your American "PAL", Inc may disable and/or terminate the accounts of any user who violates our Terms and/or infringes the rights of others. If you feel that your work has been duplicated in such a way that would constitute copyright infringement, or if you believe your intellectual property rights have been otherwise violated, you should provide to us the following information:

- a) The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property internet.
- b) A description of the copyrighted work or other intellectual property that you believe has been infringed upon,
- c) A description of the location of the site which you allege has been infringing upon your work,
- d) Your name, physical address, telephone number, DOB, email address,
- e) A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents or the law,

- f) And finally, a statement, made under penalty of perjury, that the aforementioned information in your notice is truthful and accurate, and that you are the copyright or intellectual property owner, representative or agent authorized to act on the copyright or intellectual property owner's behalf.

The Your American "PAL", Inc agent for notice of claims of copyright or other intellectual property infringement can be contacted as follows:

Mailing Address:

Your American "PAL", Inc

Attn: Copyright Agent

17 Villas Ways Dr

Montgomery, TX 77356

Phone- 936-America (263-7422)

Email- admin@youramericanpal.org

SECTION 17- ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between you and Your American "PAL" Inc and shall govern the use of our Services superceding any prior version of this Agreement between you and us with respect to Your American "PAL" Inc Services. You may also be subject to additional terms and conditions that may apply when you use or purchase certain other Your American "PAL" Inc Services, affiliate Services, third party content or third-party software.

SECTION 18- CHOICE OF LAW AND FORUM

It is at the mutual agreement of both you and Your American "PAL" Inc with regard to the Agreement that the relationship between the parties shall be governed by the laws of the state of Texas without regard to its conflict of law provisions and that any and all claims, causes of action and/or disputes, arising out of or relating to the Agreement, or the relationship between you and Your American "PAL" Inc, shall be filed within the courts having jurisdiction with the County of Montgomery, Texas of the U.S. District Court located in said State. You and Your American "PAL" Inc agree to submit to the jurisdiction of the courts as previously mentioned and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

SECTION 19- WAIVER AND SEVERABILITY OF TERMS

At any time, should Your American "PAL", Inc fail to exercise or enforce any right or provision of the Agreement, such failure shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.

SECTION 20- NO RIGHTS OF SURVIVORSHIP NON-TRANSFERABILITY

You acknowledge, understand and agree that your account is non-transferable and any rights to your ID and/or contents within your account shall terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated, and all contents therein permanently deleted.

SECTION 21- STATUTE OF LIMITATIONS

You acknowledge, understand and agree that regardless of any statute or law to the country, any claim or action arising out of or related to the use of our Services, or the Agreement must be filed within 4 year (s) after said claim or cause of action arose or shall be forever barred.

SECTION 22- VIOLATIONS

Please report any and all violations of this Agreement to Your American "PAL", Inc as follows:

Mailing Address

Your American "PAL". Inc

17 Villas Ways Dr

Montgomery, TX 77356

Phone: 936-America (263-7422)

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SECTION 23- GOVERNMENT REQUEST

In order to cooperate with government requests, subpoenas or court orders, to protect our systems, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including and without limitation, your information, IP address, and usage history.

SECTION 24- FOREIGN ACCESS OF SITE

The Site is controlled, operated and administered by Your American "PAL" from our offices within the USA. If you access the Site from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use Your American "PAL" a content accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

SECTION 25 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our Site that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Site or on any related. The site is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information on the Site or on any related Site, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Site or on any related Site, should be taken to indicate that all information on the Site or on any related Site or on any related Site, should be taken to indicate that all information on the Site or on any related Site has been modified or updated.

SECTION 26- PRIVACY POLICY

Every member's registration, data and various other personal information are strictly protected by the Your American "PAL", Inc. Outline Privacy Policy (see the full Privacy Policy at <https://youramericanpal.org/disclosures>). As a member, you herein consent to the collection and use of the information provided, including the transfer of information within the United States and/or other countries for storage, processing or use by Your American "PAL", Inc and/or our subsidiaries and affiliates.