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- 3. **Non-Solicitation.** You may not post or transmit through the Service any material which contains advertising or any solicitation with respect to products or services.
- 4. **Limitations on Reverse Engineering and Modification.** You may not reverse engineer, decompile, disassemble, modify, or create works derivative of the Service or any materials accessed through the Service.
- Proprietary Notices. You may not remove any proprietary notices, including copyright and trademark notices, or labels from the Service on any materials accessed through the Service.
- 6. **Compliance with Applicable Law.** You are solely responsible for ensuring Your use of the Service is in compliance with all applicable foreign, federal, state, and local laws, rules and regulations.
- 3. **USER OBLIGATIONS.** By downloading, accessing, or using the Service in order to view information and materials or submit Material (as defined below) of any kind, You represent that You: (i) are at least eighteen (18) years of age, or between thirteen (13) and seventeen (17) years of age and using the Service with parental or legal guardian consent and supervision; (ii) are registered to the extent required, and have not been previously restricted, suspended or terminated by LIT; and (iii) are not using another authorized user's account without that person's permission.
- 4. YOUR SUBMISSION OF CONTENT. The Service may contain comment areas, questionnaires, tools, and other interactive features where You can share and display content, information, postings, materials, including without limitation, statements, photographs, video and other images (collectively "Materials"). You are solely responsible for any Materials You provide. By submitting Materials to the Service, You warrant that You have all necessary rights to grant, and automatically grant to LIT and its affiliates, a

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- Materials that are vulgar, obscene, indecent, profane, or otherwise objectionable or offensive, defamatory, libelous, unlawful, threatening, abusive, harassing, misleading, or false;
- unauthorized copyrighted materials, or any other material that infringes on the intellectual property rights, rights of publicity or personality, trade secrets, confidentiality, or privacy of others;
- 4. Materials that encourage criminal conduct or that would give rise to civil liability or otherwise violate any law or regulation in any jurisdiction;
- 5. Materials that harm minors;
- 6. Materials that impersonate any other person or entity, whether actual or fictitious, or that misrepresent Your affiliation with any entity; or
- 7. files that contain malicious code, viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer, network, or the Service.

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- 6. LINKS TO OTHER SERVICES. LIT may provide links, in its sole discretion, to other services. LIT is not responsible for the availability of these outside resources or their contents. LIT expressly disclaims any responsibility for the content, materials, accuracy of information and/or the quality of the products or services provided by, available through, or advertised on these third-party services, or the products or services provided by any third party.
- 7. **LINKS TO THIS SERVICE.** You may link to the Service provided that You do so in a way that indicates that the link is direct to an American LIT Service and is fair and not misleading. You may not integrate or make use of all or part of the Service in ways that would confuse or mislead visitors as to the nature and origin of the Service's content.
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For questions or concerns about Your transaction, please email <u>legacyinthee19@yahoo.com</u>, or call the number listed on the invoice or the Service's FAQ webpage, as applicable.

LIT reserves the right to change its prices and related policies in its sole discretion upon thirty (30) days advance notice of such changes, which changes shall be posted here. It is Your responsibility to keep apprised of these Terms of Use.

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to, the material claimed to be infringing and will follow all other relevant procedures specified in the DMCA with regard to the claimed infringement. The designated agent of LIT (i.e., the proper party) to whom You should address such notice is listed below.

If You believe that Your work has been copied and posted using the Service in a way that constitutes copyright infringement, please provide LIT's designated agent with a written communication containing the following information:

- 1. an electronic or physical signature of the person authorized to act on behalf of the owner of the exclusive right in the copyright that is allegedly infringed;
- 2. a description of the copyrighted work that You claim has been infringed;
- 3. a description of where the material that You claim is infringing is located to permit LIT to locate the material;
- 4. Your address, telephone number, and email address;
- 5. a statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- 6. a statement by You, made under penalty of perjury, that the information contained in Your report is accurate and that You are the owner of the exclusive right in the copyright that is allegedly infringed or authorized to act on the owner's behalf.

LIT's designated agent for notice of claims of copyright infringement can be reached as follows:

By E-Mail:

legacyinthee19@yahoo.com with the subject line "LIT - DMCA"

By Mail:

Legacy In Thee

Attn: Legal Department

4193 Flat Rock Drive, Suite #200–295

Riverside, CA 92505

Phone: XXX-XXX-XXXX

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- 17. **INDEMNIFICATION.** You agree to indemnify, defend and hold LIT and its affiliates and its and their respective governors, directors, officers, employees, volunteers, and agents harmless from and against any and all claims, actions, demands, damages, costs, liabilities, losses, and expenses (including reasonable attorneys' fees and costs) arising out of Your use of the Service.
- 18. **PRIVACY POLICY.** You understand, acknowledge, and agree that the operation of certain programs, services, tools, purchase options, materials, or information in the Service requires the submission, use and dissemination of various personal identifying information. Accordingly, if You wish to access and use those programs, services, tools, materials, purchase options, or information of the Service, You acknowledge and agree that Your use of the Service will constitute acceptance of the personal identifying information collection and use practices contained in the privacy policies posted on the Service.
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- 21. CALIFORNIA RESIDENTS. Except with respect to LIT users as discussed above, it is LIT's policy not to disclose any personal information we collect to third parties for direct marketing purposes under any circumstances. However, California Civil Code Section 1798.83 requires that all California residents be afforded the option to exercise your choice of whether your personal information may be shared with third parties for direct marketing purposes or not, as well as to receive information specified in the statute if your personal information is disclosed to third parties for direct marketing purposes. Accordingly, if you are a California resident and you wish to inform LIT whether you permit or refuse the sharing of your personal information with third parties for direct marketing purposes, or if you wish to request certain information if your personal information were to be disclosed to third parties for direct marketing purposes, please contact us.
- 22. **GENERAL.** These Terms of Use are governed by and construed in accordance with the laws of the state of California, as applied to agreements entered into and wholly performed within California between California residents. Any action or proceeding brought by You or LIT shall be brought only in a court of competent jurisdiction located in California and You and LIT agree to submit to personal jurisdiction of those courts for purposes of any action or proceeding. These Terms of Use shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods. These Terms of Use constitute the entire understanding and agreement between LIT and You with respect to the Service and any transactions contemplated in these Terms of Use and supersede all prior or contemporaneous oral or written communications with respect to the subject matter of these Terms of Use, all of which are merged into these Terms of Use. You may not modify, amend, or alter in any way these Terms of Use. In the event any provision of these Terms of Use is found to be invalid or unenforceable pursuant to judicial decree, the remainder of these Terms of Use will remain valid and enforceable according to its terms. Any failure by LIT to strictly enforce any provision of these Terms of Use will not operate as a waiver of that provision or any subsequent breach of that provision. The disclaimers and limitations of liability will survive any termination or expiration of these Terms of Use. IT IS EXPRESSLY

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Revised July, 2021.