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## Acceptance of the Terms of Use

These terms of use are entered into by and between you and the Company. The following terms and conditions (“**Terms of Use**”), govern your access to and use of [www.freedomforever.com](http://www.freedomforever.com), including any content, functionality, and services offered on or through this website (the “**Website**”), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use this Website. **By using this Website, you accept and agree to be bound to and abide by these Terms of Use and our Privacy Policy (found at <https://freedomforever.com/legal/website-privacy-policy/>), incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use this Website.

This Website is offered to and is available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access and/or use this Website.

## Changes to the Terms of Use and Website

We may revise and update these Terms of Use and this Website from time to time in our sole discretion. This Website and its contents are not necessarily complete or up to date, and Company is under no obligation to update such content. All changes made to the Terms of Use and/or Website are effective immediately when we post them, and apply to all access to, and any authorized use of this Website thereafter.

Your continued use of this Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Website so that you are aware of any changes, as they are binding on you.

## Accessing this Website and Account Security

We reserve the right to withdraw or amend this Website, and any service and/or material we provide on this Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of this Website is unavailable at any time or for any period. From time to time, we may restrict access to this Website, to users, including registered users and/or guests.

You are responsible for both:

- Making all arrangements necessary for you to have access to this Website.
- Ensuring that all persons who access this Website through your internet connection are aware of these Terms of Use and comply with them.

To access this Website and/or some of the resources it offers, you may be asked to provide certain registration details and/or other information. It is a condition of your use of this Website that all the information you provide on this Website is correct, current, and complete. **You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on this Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.**

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you

must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, and/or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

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We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from this Website infringes your copyright, you may request removal of those materials (or access to them) from this Website by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("**DMCA**"), the written notice (the "**DMCA Notice**") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on this Website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

Freedom Forever  
Attn: Jessica Mae Sumikawa  
43445 Business Park Dr., Suite 110, Temecula, CA 92590

[legal@freedomforever.com](mailto:legal@freedomforever.com)

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly and materially misrepresent that material and/or activity on this Website is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

## Prohibited Uses

You may use this Website only for lawful purposes and in accordance with these Terms of Use.

You agree **NOT** to use this Website:

- In any way that violates any applicable federal, state, local, and/or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.

- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the [Content Standards](#) set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of this Website, or which, as determined by us, may harm the Company or users of this Website, or expose them to liability.

Additionally, you agree to **NOT**:

- Use this Website in any manner that could disable, overburden, damage, and/or impair the site or interfere with any other party’s use of this Website, including their ability to engage in real time activities through this Website.
- Use any robot, spider, or other automatic device, process, or means to access this Website for any purpose, including monitoring or copying any of the material on this Website.
- Use any manual process to monitor or copy any of the material on this Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of this Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of this Website, the server on which this Website is stored, or any server, computer, or database connected to this Website.
- Attack this Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of this Website.

## User Contributions

This Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, “**Interactive Services**”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “post”) content or materials (collectively, “**User Contributions**”) on or through this Website. All User Contributions must comply with the [Content Standards](#) set out in these Terms of Use.

Any User Contribution you post to this Website will be considered non-confidential and non-proprietary. By providing any User Contribution on this Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material, for any purpose, according to your account settings.

## User Acknowledgements

You represent and warrant that:

- You own and/or control all rights in and to the User Contributions and have the right to grant the license granted above to the Company and its affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the

Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of this Website.

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Company has the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the [Content Standards](#), infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of this Website or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of this Website.
- Terminate or suspend your access to all or part of this Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through this Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY AND/OR ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY AND/OR SUCH PARTIES AND/OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on this Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

## Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, and/or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.

- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, solicitation, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

## Linking to this Website and Social Media Features

You may link to this Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send emails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must **NOT**:

- Establish a link from any website that is not owned by you.
- Cause this Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of this Website other than the homepage.
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This Website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use. You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

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Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or this Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of California, in each case located in the City of Temecula and County of Riverside, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

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## Arbitration

At Company's sole discretion, it may require You to submit any disputes arising from these Terms of Use or use of this Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying California law.

## Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THIS WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED. YOU WAIVE THE RIGHT TO FILE AN ACTION ARISING DIRECTLY OR INDIRECTLY FROM THESE TERMS OF USE AND/OR THIS WEBSITE UNDER ANY LONGER STATUTE OF LIMITATIONS.

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## Waiver and Severability



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If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

## **Entire Agreement**

The Terms of Use, our Privacy Policy constitute the sole and entire agreement between you and the Company regarding this Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding and/or arising out of this Website.

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