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# Appendix

## GuideStar's User Agreement

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This User Agreement shall be governed and construed by the laws of the Commonwealth of Virginia, without regard to its choice of law rules. You agree that, by entering into this User Agreement and accessing and/or using the GuideStar Site, You are transacting business in the Commonwealth of Virginia and are subject to jurisdiction in its courts. Any legal or equitable action arising from this User Agreement or in connection with the GuideStar Site shall be commenced and maintained in a court of competent subject matter jurisdiction within the Commonwealth of Virginia, 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 This User Agreement**

GuideStar reserves the right, in its sole discretion, to modify, alter, or otherwise revise this User Agreement (as well as the License Agreements to our Fee-Based Products, Legal Notices, and Privacy Policy referenced in the User Agreement) at any time by posting such modified versions on the GuideStar Site. You agree to monitor regularly the User Agreement as it appears on the GuideStar Site. Your continued use of the GuideStar Site after the posting of any modified versions shall constitute agreement to the modified User Agreement. This User Agreement may be modified by Your agreement to a License Agreement or License Agreements to one or more of our Fee-Based Products. This User Agreement may not otherwise be modified or amended.

### **Notices**

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

### **Severability**

Should any term of this User Agreement be finally held by a court of competent jurisdiction to be invalid, unenforceable, void, or otherwise contrary to law or equity, GuideStar and you agree that such provision shall be automatically severed and the remainder of this User Agreement that can be given effect shall continue to be given effect.

### **Entire Agreement**

This User Agreement constitutes the entire agreement between GuideStar and You with respect to the subject matter of this User Agreement, and it supersedes all prior agreements, understandings or representations between You and GuideStar with respect to the subject matter of this User Agreement. This User Agreement may not be modified except in writing and as is permitted herein.

**I HAVE READ THIS USER AGREEMENT AND AGREE TO ALL THE PROVISIONS ABOVE.**