

## **TERMS OF USE**

Please read these Terms of Use carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference. If you do not want to agree to these Terms of Use including the agreements incorporated by reference herein, you must not access or use the Website.

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

### **Changes To the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when posted and apply to all access to and use of the Website thereafter. Your continued use of the 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 from time to time so you are aware of any changes, as they are binding on you.

### **Privacy**

Your use of the Website is also subject to Manup's Privacy Policy. Please review our Privacy Policy, which also governs the Website and informs users of our data collection practices. Your agreement to the Privacy Policy is hereby incorporated into these Terms of Use.

### **Accessing The Website and Account Security**

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

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website and any resources downloaded from the Website that all the information you provide on the 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 the 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 user name, 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 user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name 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 user name, password 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.

#### No Unlawful or Prohibited Use And Intellectual Property

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### Email And Other Electronic Communications

Visiting the Website or sending emails to Manup constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

We would be pleased to communicate with you by e-mail, and there are various places on this Website that provide you the ability to send an electronic communication to Manup. Any such email or other electronic communication, however, does not create a business relationship or any contractual relationship. We will take reasonable steps to ensure that any communications remain confidential, but we cannot guarantee the security of such communications and cannot guarantee that we would not be required to disclose such communications as a result of a court order.

### Use Of Communication Services

The Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, blog comment sections and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory,

infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

Manup has no obligation to monitor the Communication Services. However, Manup reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Manup reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Manup reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Manup's sole discretion.

Always use caution when giving out any personally identifying information about yourself in any Communication Service. Manup does not control or endorse the content, messages or information found in any Communication Service and, therefore, Manup specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Manup spokespersons, and their views do not necessarily reflect those of Manup.

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#### Materials Provided to the Website

Manup does not claim ownership of the materials you provide to the Website (including feedback and suggestions) or post, upload, input or submit to any Website or our

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By posting, uploading, inputting, providing, or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

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## Arbitration

You hereby expressly waive any and all claims you may have, now or in the future, arising out of or relating to this Website, Manup, any and all contracts you enter into with Manup, and any and all of Manup's products and services.

To the extent that you attempt to assert any such claim, you hereby expressly agree to present such claim only through binding arbitration to occur in Austin, Texas. You further agree to and do hereby waive any right to class arbitration and agree, instead, to conduct an arbitration related solely to any individual claims you and/or any entity related to you asserts against Manup. To the fullest extent permissible by law, you further agree that you shall be responsible for all costs associated with initiating the arbitration and for the administration of the arbitration.

## International Users

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

## Indemnification

You agree to indemnify, defend, and hold harmless Manup, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Website or services, any user postings made by you, your violation of any terms of this Terms of Use or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Manup reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Manup in asserting any available defenses.

## Termination And Access Restriction

Manup reserves the right, in its sole discretion, to terminate your access to the Website and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, and you hereby consent to resolve any and all disputes arising under or related to this Website or the Terms of Use pursuant to the Arbitration resolution clause above. Use of the Website is unauthorized in any

jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

#### No Joint Venture or Other Relationship

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Manup as a result of this agreement or use of the Website. Manup's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Manup's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by Manup with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

#### Entire Agreement

Unless otherwise specified herein, this agreement, along with the Privacy Policy constitutes the entire agreement between the user and Manup with respect to the Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Manup with respect to the Website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English. These Terms of Use shall be interpreted through its plain and literal meaning and shall be construed in accordance with the laws of the State of Texas.

#### Changes to Terms

Manup reserves the right, in its sole discretion, to change these Terms of Use under which the Website is offered. The most current version of these Terms of Use will supersede all previous versions. Manup encourages you to periodically review these Terms of Use to stay informed of our updates.

#### Contact Us

Manup welcomes your questions or comments regarding these Terms of Use:

Email Address: [connect@manup.org](mailto:connect@manup.org)

Effective as of December 2024.

## PRIVACY POLICY

This Privacy Policy governs the manner in which Manup, a Texas non-profit corporation ("Manup"), collects, uses, maintains and discloses information collected from users (each, a "User") of the <https://manup.org/> website ("Website"). This privacy policy applies to the Website and all products and services offered by Manup.

### Personal identification information

We may collect personal identification information from Users in a variety of ways, including, but not limited to, when Users visit our site, register on the site place, place an order, download content, fill out a form, subscribe to the newsletter and in connection with other activities, services, features or resources we make available on our Website. Users may be asked for, as appropriate, name, email address, mailing address, phone number and credit card information. We will collect personal identification information from Users only if they voluntarily submit such information to us. Users can always refuse to supply personal identification information, except that it may prevent them from engaging in certain Website related activities.

### Non-personal identification information

We may collect non-personal identification information about Users whenever they interact with our Website. Non-personal identification information may include the browser name, the type of computer and technical information about Users means of connection to our Website, such as the operating system and the Internet service providers utilized and other similar information.

### Web browser cookies

Our site may use "cookies" to enhance User experience. User's web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. Users may choose to set their web browser to refuse cookies, or to alert you when cookies are being sent. If they do so, note that some parts of the site may not function properly.

### How we use collected information

Manup collects and uses Users personal information for the following purposes:

To process transactions:

We may use the information Users provide about themselves when placing an order only to provide service to that order. We do not share this information with outside parties except to the extent necessary to provide the service.

To administer a content, promotion, survey or other Website feature:

To send Users information they agreed to receive about topics we think will be of interest to them.

To send periodic emails:

The email address Users provide for order processing, will only be used to send them information and updates pertaining to their order. It may also be used to respond to their inquiries, and/or other requests or questions. If User decides to opt-in to our mailing list, they will receive emails that may include company news, updates, related product or service information, etc. If at any time the User would like to un-subscribe from receiving future emails, we include detailed un-subscribe instructions at the bottom of each email or User may contact us via our Website.

How we protect your information

We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information, username, password, transaction information and data stored on our Website.

Sensitive and private data exchange between the Website and its Users happens over a SSL secured communication channel and is encrypted and protected with digital signatures.

Sharing your personal information

We do not sell, trade, or rent Users personal identification information to others. We may share generic aggregated demographic information not linked to any personal identification information regarding visitors and users with our business partners, trusted affiliates and advertisers for the purposes outlined above. We may use third party service providers to help us operate our business and the Website or administer activities on our behalf, such as sending out newsletters or surveys. We may share your information with these third parties for those limited purposes provided that you have given us your permission.

Third party websites

Users may find advertising or other content on our Website that link to the sites and services of our partners, suppliers, advertisers, sponsors, licensors and other third parties. We do not control the content or links that appear on these sites and are not responsible for the practices employed by websites linked to or from our Website. In addition, these sites or services, including their content and links, may be constantly changing. These sites and services may have their own privacy policies and customer

service policies. Browsing and interaction on any other website, including websites which have a link to our Website, is subject to that website's own terms and policies.

#### Changes to this privacy policy

Manup has the discretion to update this privacy policy at any time. We encourage Users to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect. You acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications.

#### Your acceptance of these terms

By using this Website, you signify your acceptance of this policy and terms of service. If you do not agree to this policy, please do not use our Website. Your continued use of the Website following the posting of changes to this policy will be deemed your acceptance of those changes.

#### Contacting us

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