Terms of Use

Last Modified: October [__], 2023

Please read these Terms of Use carefully before you start to use the Website.

This page states the "Terms of Use" under which you may access or use this website, including any content, information, functionality, and services offered on or through sagacenter.org (the "**Website**"), whether as a guest or a registered user, which is operated by Saga Mental Health and Relationship Centers, Inc. ("**Company**," "**we**," or "**us**"). These Terms of Use incorporates the Website's Privacy Policy and are entered into by and between you and Company.

By using the Website, by clicking to accept or agree to the Terms of Use when this option is made available to you, or joining our network as a member in accordance with Section 12(a), you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, as incorporated herein by reference. If you do not want to agree to these Terms of User or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who 18 years of age or older, and reside in the United States. 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 or use the Website.

1. Use and Access.

This Website is intended to provide users with general information. We do not recommend or endorse any specific professionals, or third-party services, opinions, or other information that may be mentioned on the Website. Reliance on any information provided by us, our employees, others appearing on Website at our invitation or other visitors to the Website is solely at your own risk. Your use of the Website is a privilege.

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.

You are responsible for making all arrangements necessary for you to have access to the Website and ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

a. Registration

Users do not need to register to access the Website or some of the resources it offers. In order to post certain materials to the Website, such as blogposts or professional profiles on the Site's

directory, you will be required to register. We will request information from you, including, but not limited to, your name and email, for your registration. You must provide us with correct, current, and complete registration information. 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. To protect your account information, exit from your account at the end of each session and take precautions when accessing your account from a public or shared computer.

We have the right to disable or terminate your account, 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.

2. **Intellectual Property Rights**

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design (including the Website's "look and feel"), selection, and arrangement thereof), trademarks or service marks are owned by the Company, or its affiliates or licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You must not use any protected trademarks without the prior written permission of the Company, its affiliates or licensors, or other respective owners of such marks.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.

- You may store files that are automatically cached by your Web browser for display enhancement purposes.

- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

- If we provide any social media features with certain content, you may take such actions as are enabled by such features. We may disable all or any social media features and any links at any time without notice in our discretion.

You must not:

- Modify copies of any materials from this site.

- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.

- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: contact@sagacenter.org. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

3. **Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, 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 forth 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 user names associated with any of the foregoing).

- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.

- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.

- Use any manual process to monitor or copy any of the material on the 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 the 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 the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.

- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

- Otherwise attempt to interfere with the proper working of the Website.

4. **User Contributions**

Registered users may post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials on (collectively "**User Contributions**") or through the Website to advertise or market their services. Materials from third party charging a fee are not permitted. All User Contributions must comply with the Content Standards set forth in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the 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 or in accordance to your account settings.

You represent and warrant that (i) you own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns; and (ii) 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 the Website.

5. **Monitoring and Enforcement; Termination**

While we are under no obligation to monitor the User Contributions posted on the Website by users, we may monitor these materials at random and we have 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 the 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 the Website.

- Terminate or suspend your access to all or part of the 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 the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE

PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the 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.

6. **Content Standards**

These content standards apply to any and all User Contributions. 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, 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, 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.

7. **Copyright Infringement**

We respect the rights of all copyright holders. If you believe that any User Contributions violate your copyright, you can send us a notice of copyright infringement at contact@sagacenter.org. with the following information as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. §512:

a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

b. Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.

c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.

d. Information reasonably sufficient to permit us to contact the complaining party.

e. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

f. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

8. **Reliance on Information Posted**

This Website is not intended to be a substitute for professional medical advice. The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other content. Never disregard professional advice, including medical advice, or delay in seeking it, because of something you have read on this Website.

This Website may include User Contributions provided by users or content provided by third parties. Other than the content provided by the Company, all content, information, statements and/or opinions, and all articles and responses to any questions posted by users or other third parties are solely the opinions and the responsibility of the person or entity providing such materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable, to you or any third party, for content accuracy, completeness, usefulness of

such content provided by a user or any other third party. We act as a service provider to distribute and publish informational and educational materials. We do not undertake responsibility for screening or monitoring materials from users or any third party.

9. **Information About You and Your Visits to the Website**

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

10. **Third Party Links**

If the Website contains links to other sites and resources provided by third parties (a "Third Party Site"), such links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

11. **Geographic Restrictions**

The owner of the Website is based in the State of California in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

12. Membership, Payment and Renewal

a. **Membership**. Certain professionals may apply to join as a member of Saga's network of therapists to market their respective practices that integrate biblically-affirming care. We offer various membership levels with different pricing. Any professionals applying to join our network represents that s/he integrates or provides biblically-affirming care in his/her respective clinical practice. We reserve the right to approve a professional's membership application in our sole discretion to join our network. We reserve the right to terminate a professional's membership account 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.

b. **Payment**. When applicable, upon acceptance and/or approval to join Saga's network, you agree to pay Saga a one-time and/or monthly subscription fee as indicated (additional payment terms may be included in other communications). You may choose your membership level and pay the applicable subscription fee due immediately upon sign up.

The payment will cover the membership fee for a monthly or annual subscription period as indicated. Payments are not refundable.

c. **Automatic Renewal**. Unless you notify us before the end of the applicable subscription period that you want to cancel your membership subscription, your subscription will automatically renew and you authorize us to collect the then-applicable annual or monthly subscription fee for such subscription (as well as any applicable taxes) using any credit card or other payment mechanism we have on record for you.

13. **Disclaimer of Warranties**

We make no representations or warranties whatsoever regarding the Website and any materials on the Website. You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS OF SERVICE OR ELSEWHERE, THE WEBSITE IS PROVIDED ON AN "AS IS" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT AND ANY IMPLIED WARRANTY OF MERCHANTABILITY. WE MAKE NO WARRANTY ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE WEBSITE. WE MAKE NO WARRANTY THAT THE WEBSITE'S SERVICE WILL BE UNINTERRUPTED, THE WEBSITE'S FUNCTIONS SHALL BE ERROR-FREE OR, THAT THE WEBSITE OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Further, we explicitly disclaim any responsibility for the accuracy, completeness or usefulness of any information, opinion, advice or other content found on a Third Party Site. We cannot ensure that users will be satisfied with any products or services that are purchased from a Third Party Site, since such sites are owned and operated by others. We do not endorse any of such products or services, nor have we taken any steps to confirm the accuracy, completeness or reliability of any of the information contained in any Third Party Site. We do not make any representations or warranties as to the security of any information (including credit card and other personal information) users might be requested to give a Third Party Site. We strongly encourage users to make their own investigation of Third Party Sites before proceeding with any transaction with such third parties.

We do not endorse, and nothing on the Website shall be deemed to be an endorsement, representation or warranty of, any third party (including our directory members, users and content creators), whether in relation to such third party's products, services, websites, experience or background or otherwise. We do not make any representations or warranties with regard to any materials posted by our users, directory members or content creators. The

information in our directories is provided exclusively by participating professionals. Prior to registering a professional, we have made good faith, reasonable efforts to verify the following and have found no contrary information:

i. The name and contact details provided by the professional.
ii. That the professional's license, if applicable, is valid within the state in which he or she practices.
iii. That the professional is not subject to any license strictures preventing practice.
iv. That the professional provides biblically-affirming care in their practice.
v. That the professional has insurance coverage, if any and if applicable.

We verify the information set forth above at the time a professional is initially listed in our directory. We verify the licensing information upon expiration of the professional's license.

Some of the material on this Website may be provided by the Company. You accept that the Company disclaims all warranties and limits all liability arising in connection with this Website to the same extent and in the same manner as we do in these Terms of Use. You expressly agree that the Company may rely on your acceptance of such disclaimers and limits. Your use of the Website, the Internet, any materials you post or access via our Website and your conduct online or offline are at your own risk.

14. **Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

In no event shall the total liability of the Company, its affiliates or their licensors, service providers, employees, contractors, agents, officers or directors to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of one hundred and U.S. Dollars ($100.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose. This section (Limitation of Liability) shall survive the termination or expiration of this Terms of Use.

15. **Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, the information you provided to register on the Website, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

16. Dispute Resolution

a. Informal Dispute Resolution. To give us an opportunity to resolve informally any disputes between you and us arising out of or relating in any way to our Website, these Terms of Use, our Privacy Policy, or any services or products provided ("Claims"), you agree to communicate your Claim to us by emailing us at contact@sagacenter.org. You agree not to bring any suit or to initiate arbitration proceedings until 60 days after the date on which you communicated your Claim to us have elapsed. As an initial attempt to resolve your Claim outside of a formal proceeding, you agree to engage in a mediation with us. If we are not able to resolve your Claim within 60 days, you may seek relief through binding arbitration or in small claims court, as set forth herein.

b. **Choice of Arbitrator and Rules**. Any disputes, claims, and causes of action arising out of or connected with your use of the Website (each, a "Dispute") must be submitted exclusively to the American Arbitration Association ("AAA") to be heard under their Consumer Arbitration Rules. The AAA's rules and filing instructions are available at www.adr.org or by calling 1-800-778-7879. If for any reason, AAA is unable or unwilling to conduct the arbitration consistent with this Agreement, you and we will pick another arbitrator pursuant to 9 U.S. Code § 5.

c. **Mandatory (Individual) Arbitration**. You agree that any Dispute between us shall be resolved exclusively in individual (non-class action) arbitration. The parties intend to be bound to the Federal Arbitration Act, 9 U.S.C. § 1 *et seq*. An arbitration means there will be no jury and no judge.

d. **Class Action Waiver**. You agree that any Dispute between us shall be resolved in an individual action. Under no circumstances will you file, seek, or participate in a class action, mass action, or representative action in connection with any Dispute.

e. **Scope of Arbitration**. Except any arbitrability questions reserved for a court to determine, the arbitrator shall determine all issues as to any Dispute, and must follow and enforce these Terms. The arbitrator shall not have the power to hear any Dispute as a class action, mass action, or representative action. The arbitrator shall not have any power to issue relief to anyone but you or us.

f. **Exception to Arbitration (Small Claims Court)**. Disputes that can be fully resolved in small claims court need not be submitted to arbitration.

g. **Choice of Venue (Los Angeles County, California)**. You agree that any Dispute shall be heard exclusively in Los Angeles County, California unless otherwise agreed to by the parties or determined by the arbitrator. You consent to jurisdiction in the State of California for all purposes, and you waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

h. **Choice of Law (California)**. This Agreement and your use of the Website are governed by the laws of the State of California, without regard to its choice of law provisions. However, any determination as to whether a Dispute is subject to arbitration, or as to the conduct of the arbitration, shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq*.

i. **Remedies Available in Arbitration**. The arbitrator may grant any remedy, relief, or outcome that the parties could have received in court, including awards of attorney's fees and costs, in accordance with the law(s) that applies to the case, except injunctive relief.

j. **Injunctive Relief**. The arbitrator may not issue any injunction. If either party in a Dispute seeks injunctive relief, the arbitrator will complete arbitration of the Dispute, issue an award of monetary compensation (if any), and then the party seeking injunctive relief may file a new action in state court in Los Angeles County, California, or federal court in the Central District of California, solely for injunctive relief. The findings of fact and conclusions of law of the arbitrator shall not be submitted as evidence or constitute precedent in such subsequent suit.

17. **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 THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

18. **General**.

We and you are independent contractors of each other. Neither party shall be deemed in default for failure to comply with any provision hereof, if such failure results from acts or events beyond its reasonable control, other than payment of money. All provisions of these Terms of Use, except provisions that grant you access to or use of the Website, shall survive the termination of the agreement between us and you. These Terms of Use shall be binding upon the parties, their legal representatives, successors and permitted assigns, but may not be assigned by you.

19. **Waiver and Severability**

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or

condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

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.

20. **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 we post them, and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

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 as you access this Website so you are aware of any changes, as they are binding on you.

21. **Entire Agreement**

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

22. **Your Comments and Concerns**

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: contact@sagacenter.org.