# Launch Now Terms of Use

These Terms and Conditions of Use (the "Terms of Use") are applicable to your access to and use of Launch Now, LLC (hereinafter, "Launch Now") services, Launch Now's website located at www.launchnow.org (the "Site") and all other websites, mobile applications, and other online services operated by Launch Now ("our," "us," or "we") that link to or incorporate these Terms of Use (collectively, the "Online Services"). Your access to and use of the Online Services and the information, materials, products, and services available through the Online Services are subject to these Terms of Use, regardless of whether you possess an account through the Online Services linked to your name and/or contact information ("Account"), or you use the Site in any way ("User"). By accessing or using the Online Services, you acknowledge that you understand and agree to be bound by these Terms of Use. If you do not understand or agree to be bound by these Terms of Use, do not access or use the Online Services.

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Launch Now reserves the right, at its sole discretion, to modify, change, add or remove portions of these Terms of Use, in whole or in part, at any time. Modifications shall be effective immediately upon the upload and publishing of the modified Terms of Use to the Online Services. You agree to comply with, and be bound by, any such modifications either by continuing to use or access the Online Services after modified Terms of Use are published to the Online Services. As long as you comply with these Terms of Use, Launch Now grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

# ONLINE SERVICES PROVIDED AS A SERVICE TO YOU AND ON YOUR BEHALF

Launch Now provides all of the features and services available through the Online Services directly to you and on your behalf, and not on behalf of any third party.

#### PRIVACY POLICY

Our privacy policy ("Privacy Policy") is a part of these Terms of Use and is incorporated by reference. By accepting these Terms of Use you agree to our collection, use, and disclosure of your information as described in the Privacy Policy.

#### INTELLECTUAL PROPERTY

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#### YOUR PROVISION OF INFORMATION

When you provide information about yourself to us or to other Users of the Online Services, including when you create an Account and participate in the social networking features of the Online Services, you agree to: (a) provide accurate and current information, and not to provide information that attempts to impersonate another individual; and (b) maintain and promptly update such information to keep it accurate and current. If you provide any information about yourself that is untrue or inaccurate, or we have reasonable grounds to suspect that such information is untrue or inaccurate, Launch Now retains the right, at its sole discretion, to suspend or terminate any Account you establish, decline to provide you with services, and/or to refuse any or all current or future use of the Online Services or any portion thereof.

When you provide information about another person to us or to other Users of the Online Services, you represent and warrant that you have the authority to provide that information.

# LAUNCH NOW'S DISCRETION TO USE USER-PROVIDED CONTENT

All User-Provided Content that you upload, post, transmit, publish, display, or otherwise make available through the Online Services may be used by Launch Now in accordance with our Privacy Policy ("User-Provided Content"). Launch Now reserves the right to change, condense, delete, or refuse to post any User-Provided Content on the Online Services in its sole discretion. None of the User-Provided Content that you submit shall be sold or disclosed on the part of Launch Now, its agents, partners, or third-party service providers and their respective directors, officers, and employees in accordance with state and local Data Privacy laws.

### YOUR CONDUCT

You agree to comply with all laws, rules, and regulations applicable to your access to and use of the Online Services. In addition, you agree not to:

- upload, post, transmit, publish, display, or otherwise make available through the Online Services any User-Provided Content that is known by you to be false, inaccurate, or misleading;
- upload, post, transmit, publish, display, or otherwise make available through the Online Services any User-Provided Content that violates any federal, state, or local law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);

- upload, post, transmit, publish, display, or otherwise make available through the Online Services any User-Provided Content that is, or may reasonably be considered to be, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, or that harms minors in any way;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any User-Provided Content transmitted through the Online Services;
- upload, post, transmit, publish, display, or otherwise make available through the Online Services any User-Provided Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- upload, post, transmit, publish, display, or otherwise make available through the Online Services any User-Provided Content that infringes any patent, trademark, trade secret, copyright, right of publicity, or other right of any party;
- upload, post, transmit, publish, display, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- upload, post, transmit, publish, display, or otherwise make available User-Provided Content
  provided by another User of the Online Services (or an image or picture depicting such UserProvided Content) on any other website, mobile application, or online service without that
  User's prior permission;
- upload, post, transmit, publish, display, or otherwise make available any material that
  contains software viruses or any other computer code, files, or programs designed to
  interrupt, destroy, or limit the functionality of any computer software or hardware or
  telecommunications equipment;
- take any action that interferes with the proper working of the Online Services, compromises
  the security of the Online Services, or otherwise damages the Online Services or any
  materials and information available through the Online Services;
- attempt to gain unauthorized access to any portion or feature of the Online Services, to any
  other systems or networks connected to the Online Services, to any of our servers, or to any
  of the services offered on or through the Online Services, including but not limited to by
  hacking, password "mining", or any other unauthorized means;
- probe, scan, or test the vulnerability of the Online Services or any network connected to the Online Services or bypass the authentication measures on the Online Services or any network connected to the Online Services;

- use any automated means to collect information or content from or otherwise access the Online Services, including, but not limited to, through the use of technical tools known as robots, spiders, or scrapers, without our prior permission;
- harvest or otherwise collect and store information about Users of the Online Services, including e-mail addresses;
- install any software, file, or code that is not authorized by the User of a computer or device or that assumes control of all or any part of the processing performed by a computer or device without the authorization of the User of the computer or device; or
- interfere with or disrupt the operation of the Online Services or server networks connected to the Online Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Online Services.

### LINKS TO OTHER WEBSITES AND ONLINE SERVICES

For your convenience, the Online Services may contain links to or at times redirect you to other websites and online services owned or controlled by third parties. Also, at your request, the Online Services may connect to social networking websites that are not owned or controlled by Launch Now (collectively, "Linked Sites").

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## INFORMATION, NEWS, AND PRESS RELEASES

The Online Services may contain information about Launch Now, such as news and press releases. You acknowledge that Launch Now has no duty or obligation to maintain the accuracy of, or update any such information, and agree that your reliance on any such information is at your own risk.

## **REGISTRATION AND PASSWORDS**

The Online Services may permit or require you to register or obtain a login ID and password prior to permitting you to access certain portions of the Online Services. You acknowledge and agree that you are responsible for maintaining the confidentiality of your login ID and password, and for all uses of your login ID, password, and/or Account, whether authorized by you or not. You agree to notify us immediately of any unauthorized use of your login ID, password, or Account, or any other breach of security involving access to the Online Services through your Account. You acknowledge that you may be held liable for any loss or harm incurred by us or any other person or entity due to someone else using your login ID, password, or Account as a result of your failing to keep your Account information secure and confidential.

### **OPERATION OF THE ONLINE SERVICES**

We reserve the right to do any of the following, at any time, at our sole discretion, with or without notice: (i) modify, suspend, or terminate operation of or your access to the Online Services, or any portion of the Online Services, including but not limited to for your violation of these Terms of Use; (ii) modify or change the Online Services, or any portion of the Online Services; and (iii) interrupt the regular operation of the Online Services, or any portion of the Online Services, as necessary to perform routine or non-routine maintenance, to correct errors, or to make other changes to the Online Services.

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### LIMITATION OF LIABILITY

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### **INDEMNIFICATION**

You agree to defend, indemnify, and hold Launch Now, our affiliates, subsidiaries, joint ventures, third-party service providers, and our respective employees, contractors, agents, officers, and directors harmless from all liabilities, claims, whether well-founded or not, and expenses (including reasonable attorneys' fees) that arise out of or are related to the Site, any User-Provided Content you upload, post, transmit, publish, display, or otherwise make available through the Online Services, your violation of these Terms of Use, your use or misuse of the Online Services, or your violation of any third-party rights.

#### **EQUITABLE RELIEF**

You acknowledge that any breach or threatened breach of these Terms of Use will result in irreparable harm to Launch Now for which damages would not be an adequate remedy, and, therefore, in addition to our rights and remedies otherwise available at law, Launch Now shall be entitled to immediate equitable relief, including injunctive relief, as appropriate. If Launch Now seeks any equitable remedies, Launch Now shall not be precluded or prevented from seeking remedies at law, nor shall Launch Now be deemed to have made an election of remedies.

#### **SEVERABILITY**

If any provision of these Terms of Use is held unenforceable or invalid under any applicable law or is so held by an applicable court decision, such unenforceability or invalidity will not render these Terms of Use unenforceable or invalid as a whole, and such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or the applicable court decisions.

### **WAIVER**

Any waiver by Launch Now of a breach of any provision of these Terms of Use shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of these Terms of Use. Any such waiver must be in writing. Failure by Launch Now to insist upon strict adherence to any term of these Terms of Use on one or more occasions shall not be considered a waiver or deprive Launch Now of the right to insist upon strict adherence to that term or any other term of these Terms of Use in the future.

#### **GOVERNING LAW**

You agree that all matters relating to your access to or use of the Site or Online Services will be governed by the laws of the United States and by the laws of the State of New Hampshire without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Rockingham County, New Hampshire, and waive any objection to such jurisdiction or venue.

# **CONTACT US**

If you have any questions regarding these Terms of Use, please contact us at:

Launch Now, LLC Stratham, NH info@launchnow.org

Effective Date: 8/1/2021