

# Ourtowne User Terms of Service

Effective Date: May 29, 2026

THESE TERMS OF SERVICE ("TERMS") GOVERN THE USE OF THE WEBSITE AND SERVICES MADE AVAILABLE BY OURTOWNE ("OURTOWNE" OR "COMPANY" OR "WE") ("Services"). BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND THE OURTOWNE PRIVACY POLICY (ACCESSIBLE ON OURTOWNE.ORG). IF YOU AGREE TO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY (THE "ORGANIZATION"), YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THE ORGANIZATION TO THESE TERMS AND, AS APPLICABLE, "YOU" OR "YOUR" WILL REFER AND APPLY TO YOU AS AN INDIVIDUAL AND TO THE ORGANIZATION.

## **Limitations on use of Software Services.**

The software Services may contain software obtained from third party licensors ("Third Party Software"). You may not:

1. use the software Services or Third-Party Software for software development or application development purposes;
2. distribute the software Services or Third-Party Software;
3. attempt to disassemble the software Services or Third-Party Software code; or
4. attempt in any manner to reconstruct, discover, reuse or modify any source code or underlying algorithms of the software Services or Third-Party Software, except to the limited extent as is permitted by law notwithstanding contractual prohibition.

## **Intellectual Property.**

You are granted a limited non-transferable, non-exclusive, non-sublicensable right to access and use the Services. The information available through the Services is the property of Company, or its licensors, and is protected by copyright, trademark, international treaties and other intellectual property laws. Company, or its licensors, owns all rights, title, and interest, including, but not limited to, copyright, patent, trade secret, and all other intellectual property rights, in the Services. If you are ever held or deemed to be the owner of any intellectual property rights in the Services or any changes, modifications, or corrections to the Services, you hereby irrevocably assign to Company all such rights, title, and interest. No provision under these Terms shall obligate Company to deliver or otherwise make available any copies of computer programs or source code, and Company does not guarantee the availability or compatibility of any systems or Services. You are responsible for obtaining and maintaining all computer hardware, software, and communications equipment necessary to access the Services, and for paying all third-party charges (e.g., kiosk, internet service provider, or telecommunications charges) incurred.

You may not modify, copy, distribute, transmit, display, publish, sell licenses, create derivative works, or otherwise use any information available through the Services for commercial purposes. You acknowledge that the Services contain valuable trade secrets and confidential information owned by Company or third parties. You agree that you will not, directly or indirectly: (i) sell, lease, assign, sublicense, or otherwise transfer or encumber; (ii) duplicate, reproduce, or copy; (iii) disclose, divulge,

or otherwise make available to any third party; (iv) use, except as authorized by Company in these Terms or another agreement; or (v) decompile, disassemble, or otherwise analyze the Services for reverse engineering purposes. You agree to notify Company immediately of any unauthorized use or disclosure of any trade secrets or confidential information and to cooperate in remedying such unauthorized use or disclosure.

The Company name, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Company or its affiliates or licensors. The trademarks, service marks, trade names, trade dress, logos, designs, and/or any sounds associated with the Services are owned by Company. You must not use such marks without the prior written permission of Company. All other names, logos, product and service names, designs, and slogans in the Services are the trademarks of their respective owners. Company does not grant any license or other authorization to any user of such copyrightable material, or any other intellectual property, by including them in the Services.

### **Third-Party Services and Websites.**

Some products available through the Services, are provided in-whole or in-part by third parties ("Third-Party Service(s)"). Company is not responsible for and does not own any such Third-Party Services or any materials, information, or results that may be made available through any Third-Party Services. You are solely responsible for, and assume all risk from, your choice to receive, use, or access any Third-Party Services, which may be limited or governed by additional third-party terms and/or privacy policies. By authorizing Company to share information with a Third-Party Service, you (i) represent you have all legal rights to do so, (ii) assume all risks related to sharing such information, (iii) acknowledge you are solely responsible for the accuracy of such information, and (iv) agree that you are solely responsible for the lawfulness of sharing such information with the applicable Third-Party Service.

The Services may also contain links to third-party websites or resources ("Website Links"). Company provides these Website Links only as a convenience and Company does not operate or control such Website Links and is not responsible for the content, products, or Services available or displayed on those Website Links. You are solely responsible for, and assume all risk arising from, your use of any Website Links.

### **Security, Privacy, and Confidentiality.**

Any communication to Company through the Services will be treated by Company as a communication authorized by you. The security of information transmitted through the internet can never be guaranteed as the internet is not completely secure. Company is not responsible for any interception or interruption of any communications through the internet or resulting changes to or losses of information. Any transmission of information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Services. It is solely your responsibility to maintain the security and confidentiality of your account credentials and the information and Services accessible through your account. You are not permitted to share or sell your account credentials to any third-party, unless authorized. If you suspect fraudulent or abusive activity relating to your account, or if your credentials have been lost, stolen or compromised in any way, you agree to immediately (i) change your potentially compromised credentials, (ii) notify the Organization, and (iii) notify Company, if you are using the Services on behalf of the Organization. Company reserves the right to limit, suspend, or terminate your use of the Services and/or Third-Party Services, without notice, should Company have reason to believe that the security or confidentiality of the Application has been compromised.

You agree that Company may access your account to provide the Services, assist in configuration, provide ongoing support, and perform administrative functions. You acknowledge and agree that you are responsible for: (i) the accuracy, integrity, and legality of any information you submit through the Services; and (ii) any action taken with respect to your account. You acknowledge and agree that you, either directly or through the Organization, have consented to Company's collection and use of your information, including as set forth in the Ourtowne Privacy Policy, and that the Organization is responsible for your data privacy in relation to your information.

You understand and acknowledge that the Company may use third parties to perform some of the Services you access or receive through the Services and/or from Company. See the Company Privacy Policy for more information on how Company transmits, uses, shares and protects business, financial and personal information.

### **Artificial Intelligence.**

By using the Services, you may engage with automated technologies, machine learning, and/or artificial intelligence (collectively, "AI") provided by Company or other third parties to process your information. When you are interacting with AI, you are responsible for enabling such interactions and the content you input into, or share with, AI. You agree and acknowledge that AI may capture, record, and transcribe your information, comments, and voice. Company may use information you provide to develop, train, and/or improve our Services, business processes, AI, or as otherwise permitted by these Terms, with your consent, or as authorized by Company.

When engaging with AI, you shall not use the AI or its output: (i) in any manner that may be reasonably deemed to be discriminatory, harassing, harmful, or otherwise unethical; (ii) to infringe upon or misappropriate any third-party rights; (iii) to develop, train, or improve any other AI, tools, or products; or (iv) in any way that is inconsistent with any applicable laws. You acknowledge AI is not intended or designed to replace or override human decision-making and you shall not rely on any output for legal, financial, or employment decisions. You are solely responsible for the use of, or reliance on, the information provided by AI and any action taken thereof, including, but not limited to, the accuracy, applicability, reasonableness, or bias of any output.

ALL AI IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY DOES NOT MAKE ANY WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND DISCLAIMS ALL LIABILITY RELATING TO AI, THE OUTPUT THEREFROM, AND USE OF SUCH OUTPUT.

### **Prohibited Uses.**

You may use the Services as authorized by the Organization and/or Company and only for lawful purposes and in accordance with these Terms. You agree not to use the Services:

1. 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).
2. 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.

3. To send, knowingly receive, upload, download, use, or re-use any material that does not comply with these Terms.
4. 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.
5. To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or account log-in information associated with any of the foregoing).
6. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by Company, may harm the Company or users of the Services, or expose them to liability.
7. To use the Services in any way that is misleading, deceptive, or perpetuates fraud.

Additionally, you agree not to:

1. Use the Services in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Services.
2. Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including, but not limited to, scraping, crawling, harvesting, monitoring or copying any of the material on the Services, except as otherwise expressly approved by Company.
3. Use the Services for any other purpose not expressly authorized in these Terms or the Organization's Service Agreement with Company, if applicable, without our prior written consent.
4. Use any device, software, or routine that interferes with the proper working of the Services.
5. Introduce any malicious software which may include viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
6. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any part of the Services, the server on which the Services is stored, or any server, computer, or database connected to the Services.
7. Perform, or request that anyone perform on your behalf, any vulnerability or penetration testing of the Services or Company's network or systems, including any cloud hosted environment, without Company's prior written approval.
8. Attack the Services via a denial-of-service attack or a distributed denial-of-service attack.
9. Otherwise attempt to interfere with the proper working of the Services.

### **Content and Materials.**

You acknowledge that Company is not rendering legal, tax, accounting, or investment advice in connection with the Services and/or your use of the Services. Company is not responsible for your compliance with, nor will Company provide legal or other financial advice, with respect to any and all applicable federal, state, local and international laws, regulations, or ordinances ("Laws"). You are responsible for your compliance with all applicable Laws.

### **Consent To Communications.**

As part of the Services or your use of the Services, Company may receive or collect information about you which may include, but is not limited to, your name, address, email address, and phone number(s), including mobile phone number ("Contact Information"). By accessing, using, and providing information to or through the Services, you consent to all actions taken by Company with respect to

your information in compliance with the Ourtowne Privacy Policy or in any other way We may describe or for which you provide authorization. You consent to receive communications from Company, or from third parties authorized by or on behalf of Company, and such parties may communicate with you by emails or by posting notices on or through the Services. You agree that all agreements, notices, disclosures, and other communications that are sent to you electronically satisfy any legal requirement that such communications be in writing.

You represent that your Contact Information is accurate and that you are the subscriber of such phone number. You agree to immediately notify the Organization and/or Company if any of your Contact Information becomes inaccurate. You agree that Company, including anyone contacting you on Company's behalf, may also call you, including, without limitation, through the use of an Automated Telephone Dialing System ("ATDS"), pre-recorded or artificial voice messages, or send text messages to the phone number contained in Contact Information regarding the Services and that you have consented to receive such informational messages about the Services. While you authorize Company to send messages using an ATDS, the foregoing shall not be interpreted to suggest or imply that any text messages sent by or on behalf of Company are in fact sent using an ATDS. Message and data rates may apply to any text messages.

Some user preferences, including enabling or disabling text messaging, may be managed by contacting Company, if applicable, contacting the Organization, or by following the instructions in the communication you receive.

**Duty to Notify and Indemnify Regarding Change to Phone Number(s).**

If at any time you stop using the phone number(s) contained in your Contact Information, including if you cancel your service plan or sell or transfer your mobile phone number to another party, you agree that, before ending your use of that phone number, you will notify Company, if applicable, the Organization, and/or remove your number from the Services. You understand and agree that your agreement to notify Company of any such change to your telephone number is a material part of these Terms. You further agree that, if you discontinue the use of your phone number without notifying Company or the Organization of such change, you will be responsible for all costs, including attorneys' fees, and liabilities incurred by Company, or any party acting on its behalf that attempts to contact you at your number, as a result of claims brought by individual(s) who are later assigned that telephone number. You agree that you shall indemnify, defend, and hold Company harmless from any claim or liability resulting from your failure to notify us of a change in your Contact Information, including any claim or liability under the Telephone Consumer Protection Act, or similar state and federal laws, resulting from Company or anyone acting on Company's behalf attempting to contact you at the phone number provided to Company.

**Termination.**

Company reserves the right to limit, suspend, or terminate your access to the Services, without notice, at any time for any reason. Company reserves the right to change or discontinue, temporarily or permanently, the Services, and those products available on the Services, including but not limited to revising and/or deleting features or other information without prior notice. You agree that Company will not be liable to you for any damages resulting from its modification, suspension, discontinuance, or deletion of the Services, any elements comprising the Services, or any products available on or through the Services. We reserve the right, at our sole discretion, immediately and without notice to you, to suspend or terminate your account and/or your ability to access the Services for any reason.

**Disclaimer of Warranties.**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES (INCLUDING ALL INFORMATION AND MATERIALS CONTAINED ON THE SERVICES) IS AT YOUR SOLE RISK AND IS PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND WITH REGARD TO THE Services, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE, OR ARISING FROM A COURSE OF DEALING, LOSS OF DATA OR LOST PROFITS, USAGE OR TRADE PRACTICE. COMPANY WILL NOT BE LIABLE FOR ANY DELAY, DIFFICULTY IN USE, INACCURACY OF INFORMATION, COMPUTER VIRUSES, MALICIOUS CODE, OR OTHER DEFECTS IN THE Services, OR FOR THE INCOMPATIBILITY BETWEEN THE SERVICES AND FILES AND THE USER'S BROWSER OR OTHER SITE ACCESSING THE SERVICES. COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY SERVICE OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SERVICES, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

**Limitation of Liability.**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT NEITHER COMPANY NOR COMPANY'S LICENSORS ARE LIABLE FOR ANY CONSEQUENCES, LOSSES, CLAIMS, EXPENSES, DEMANDS, DAMAGES, OR LIABILITY RESULTING FROM YOUR USE OF THE SERVICES, BREACH OR FAILURE TO COMPLY WITH THESE TERMS, INCLUDING ANY UNAUTHORIZED ACCESS TO, OR USE OF, THE SERVICES. YOU FURTHER UNDERSTAND AND AGREE THAT COMPANY AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE DAMAGES, OR FOR LOST PROFITS OR LOST DATA OR COMPUTER FAILURE OR MALFUNCTION ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES OR ANY RELATED COMPONENT OR SERVICES OR ANY FAILURE OR DELAY IN DELIVERING SERVICES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT OR WARRANTY), EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Indemnification.**

You agree to indemnify, defend, and hold Company, and its respective officers, directors, licensors, and employees harmless from any and all claims, costs, attorneys' fees (including in-house counsel fees), and expenses resulting from or arising in connection with: (i) your use or misuse of, or inability to use, the Services; (ii) your violation of any of the Terms; (iii) your violation of any rights of another party, including any other user of the Services; or (iv) your violation of any applicable Laws.

**Governing Law.**

These Terms are governed by the governing law of the Organization's Services Agreement with Company. If the Organization is accessing or using the Services in a test environment and has not yet entered into a Services Agreement, these Terms and all aspects of the relationship between Company and the Organization shall be governed by the laws of the state of New York, without regard to, or application of, its conflict of laws, rules and principles. If you are accessing the Services in your individual capacity and there is no applicable Services Agreement with Company, the Terms shall be governed exclusively by the laws of the State of New York, without regard to, or application of, its conflict of laws, rules, and principles, except for the Dispute Resolution provision below, which shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. section 1 et seq. (the "FAA").

**Dispute Resolution.**

Except where your claim arises under or is related to a Service Agreement, in which case such Agreement shall control, any controversy, claim, or dispute arising out of, related to, or in connection with, the Services, without regard to the theory of liability asserted, shall be determined only by binding arbitration in Rochester, New York, administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. Arbitrable disputes include, without limitation, disputes about the formation, interpretation, applicability, or enforceability of these Terms. One separate neutral arbitrator must be selected and appointed for each dispute, and no disputes will be heard by a panel of more than one arbitrator. Any dispute arising out of, or in connection with, the Terms will be brought within two (2) years of when the claim accrued. The arbitrator will not be authorized to award exemplary or punitive damages, or any damages excluded in the Limit of Liability provision. You agree that the prevailing party in arbitration, and any subsequent judicial proceeding to enforce an arbitration award, will be awarded costs and attorneys' fees (including in-house counsel fees) and that an arbitration award may be entered as a judgment in any court having jurisdiction over either you or Company. Neither you nor Company will be permitted to bring, or participate in, and the arbitrator will not have any authority or jurisdiction to hear or decide, any claims brought as any type of purported class action, coordinated action, aggregated action, or similar action or proceeding. Both you and Company must only bring claims against each other in their individual capacity. This arbitration provision shall survive any cancellation or termination of your use of the Services.

YOU UNDERSTAND THAT BY AGREEING TO ARBITRATION YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE IN COURT, THE RIGHT TO HAVE THE DISPUTE DECIDED BY A JUDGE OR JURY, AND THE RIGHT TO BRING, OR BE PART OF, A CLASS ACTION CASE.

**CLASS ACTION WAIVER.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR COMPANY SHALL BE ENTITLED TO CONSOLIDATE, JOIN OR COORDINATE DISPUTES RELATED TO THESE TERMS OR SERVICES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ASSERT ANY DISPUTE OR CLAIM IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. IN CONNECTION WITH ANY DISPUTE, ANY AND ALL SUCH RIGHTS TO ASSERT A CLASS CLAIM, CLASS ACTION, OR A CLAIM OTHER THAN IN AN INDIVIDUAL CAPACITY RELATED TO THESE TERMS OR SERVICES, ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED. BY AGREEING TO THESE TERMS AND USING THE SERVICES, YOU UNDERSTAND AND AGREE THAT YOU WILL NOT BE ABLE TO: (1) BRING A CLAIM AGAINST COMPANY AS A CLASS ACTION OR IN A REPRESENTATIVE CAPACITY; OR (2) PARTICIPATE IN A CLAIM AS A CLASS MEMBER.

**Force Majeure.**

Company shall not be responsible to you, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in performance under these Terms due to causes beyond its reasonable control, including, but not limited to, elements of nature or acts of God, war, pandemics or epidemics, actions or decrees of governmental bodies, acts of terrorism, or acts of cybercriminals (each a "Force Majeure Event").

**Potential Disruption of Service.**

Access to the Services may from time to time be unavailable, delayed, limited, or slowed due to, among other things, hardware and/or software failures, errors, or bugs, or Force Majeure Events. Company shall not be liable for any delay or failure to perform resulting from these or other causes outside of its control.

**Assignment.**

The Terms may not be assigned by you to any third parties without the prior written consent of Company. Any assignment made without such consent will be null and void.

**Amendments.**

Company may modify any provision of these Terms by updating the link to these Terms. Your continued use of the Services after the effective date of the revised Terms constitutes acceptance of the Terms.