

## Terms of Use

Effective Date: May 10, 2024

Welcome to the A.P. Gilfoyle Ventures, LLC, a Delaware limited liability company ("**A.P. Gilfoyle Ventures**," "**we**," "**us**," or "**our**") website at <https://www.gilfoyle.org> (the "**Site**"). These Terms of Use, any applicable supplemental or promotional terms and conditions, and our Privacy Policy, which are incorporated by reference (collectively, the "**Terms**") constitute a legal agreement between you, a user of the Site ("**you**" or "**your**"), and A.P. Gilfoyle Ventures. The Terms govern your use of the Site, including all related webpages, and downloadable materials, information, photos, or other documentation ("**Content**") that appears on the Site. Please read our Terms of Use and Privacy Policy carefully. IF YOU DO NOT AGREE WITH THESE TERMS, YOU SHOULD NOT ACCESS OR USE THE SITE OR REGISTER TO HAVE A A.P. GILFOYLE VENTURES ACCOUNT.

### 1. Privacy Policy

Please review our Privacy Policy, which can be found on the Site, and describes how we handle any Personal Information about Site users. By accessing, browsing, or using the Site, you expressly consent to the collection, use, storage, processing, and disclosure of your information, including Personal Information, as described in our Privacy Policy.

### 2. Accounts & Registration

You must set up a user account to use certain features of the Site ("**Account**"). You will need to provide a password, username, and other information such as your name and email address. You are solely responsible for keeping your Account information confidential. You may not transfer, sell, assign, or sublicense your Account to any third party without our prior written approval. You are solely responsible for all usage or activity on the Site that occurs under your Account, including, but not limited to, Use of the Site by any person who uses your Account, with or without authorization. You agree to notify A.P. Gilfoyle Ventures using the Contact Information below immediately of any unauthorized use or any other breach of security on your Account. A.P. Gilfoyle Ventures will not be liable for losses incurred as a result of an unauthorized use of a password or account. Personal information submitted through the Site is governed according to A.P. Gilfoyle Ventures' Privacy Policy.

### 3. Copyright

A.P. Gilfoyle Ventures owns or licenses the copyright in all the materials and Content on the Site, including text, photographs, graphics, logos, button icons, audio, video and software, and those rights are protected by United States and international copyright laws and other



intellectual property laws. If you believe that your work has been copied in a way that constitutes copyright infringement, please follow the Notice procedure described below in the *“Copyright Infringement - Notification Requirements”* Section.

#### **4. Permitted Distribution**

You may copy or distribute the materials and Content that appears on the Site only for non-commercial purposes, specifically, research, teaching and learning, and other similar purposes regarding educational, health care, environmental, economic, technology, social, and political issues. You may not use the Site materials or Content for any commercial purpose or in any manner that disparages or discredits any person. All distributed copies must display the following copyright notice: *“Copyright A.P. Gilfoyle Ventures.”* Permission to copy or distribute any materials that appear on the Site that are owned or copyrighted by others must be obtained from the third party that owns such content.

#### **5. Copyright Infringement - Notification Requirements**

If you believe that your work has been used on our Site in a way that constitutes copyright infringement, you should send written notification thereof, in accordance with the provisions of the Digital Millennium Copyright Act (the **“Notification”**), to our Designated Copyright Agent, who can be reached as follows:

Email: [privacy@corporate.apgilfoyle.com](mailto:privacy@corporate.apgilfoyle.com)

Postal Address:

A.P. Gilfoyle Ventures, LLC  
c/o A.P. Gilfoyle & Co., L.P.  
45 Rockefeller Plaza, Floor 20  
New York, NY 10111

Pursuant to 17 U.S.C. § 512(c), to be effective, the Notification must include the following: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted 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; (iii) 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; (iv) information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an email



address; (v) 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; and (vi) 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. This process only relates to reporting a claim of copyright infringement. Messages related to other matters will not receive a response through this process. Please note that under Section 512(f) of the Digital Millennium Copyright Act, any person who knowingly materially misrepresents that material is infringing may be subject to liability. If you are unsure whether material on the Site is infringing, we suggest that you contact an attorney prior to sending notice.

## **6. Links, Frames, and Metatags**

You may link to the home page of the Site as long as you do not do so in a false or misleading manner. You may not frame the content of the Site. You may not use metatags or any other "hidden text" that incorporates our Site's contents without our express written consent.

## **7. Links to Other Websites**

For your convenience, the Site contains links to other websites that we think may be of interest to you. We do not endorse or sponsor any third party websites or the information, products, or services contained on any third party websites and we have no control over third party websites or their content. Remember that when you link to or share Content on another website, that other website is governed by its own user agreement and privacy statement, which you should be sure to read. Access to and use of any third party website is solely at your own risk.

## **8. Site Availability and Support**

You may access the Site if and when it is available. We do not guarantee availability of the Site or of materials and Content on the Site. The Site may occasionally be down for service, upgrades, or for other reasons. To the maximum extent authorized under applicable law, we reserve the right to change, remove, delete, restrict, block access to, or stop providing any or all of the Site at any time and without notice. We have no obligation to provide support in relation to the Site or Content.

## **9. Disclaimer Of Warranties**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE, INCLUDING ALL TEXT, GRAPHICS, LOGOS, AUDIO AND VIDEO CLIPS, PHOTOGRAPHS, AND OTHER CONTENT IS PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE" AND THE



ENTIRE RISK OF USE AND PERFORMANCE REMAINS WITH YOU. WE DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY AND HEREBY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE SITE. IN PARTICULAR, WE MAKE NO WARRANTY THAT THE SITE OR CONTENT: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE OR PROVIDED ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) WILL BE ACCURATE, COMPLETE, OR RELIABLE, OR (D) WILL BE FREE FROM VIRUSES, WORMS, OR OTHER HARMFUL OR MALICIOUS COMPONENTS. NOR DO WE WARRANT THAT ANY DEFECTS OR ERRORS ON THE SITE OR CONTENT WILL BE CORRECTED. WE DO NOT ASSUME ANY LIABILITY RELATING TO DELAYS OR INTERRUPTIONS ATTRIBUTABLE TO THIRD PARTY FAILURES BEYOND OUR CONTROL. THE SITE AND ALL CONTENT OR MATERIALS YOU DOWNLOAD OR OBTAIN FROM THE SITE IS ACCESSED AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT RESULTS THEREFROM.

#### **10. Disclaimer Of Certain Damages**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY KIND, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SITE OR THESE TERMS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **11. Limitation Of Liability And Exclusive Remedies**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THEY ARE NOT EXCLUDED OR DISCLAIMED UNDER SECTIONS 9 OR 10, OUR MAXIMUM, AGGREGATE LIABILITY TO YOU, AND YOUR EXCLUSIVE REMEDY UNDER THESE TERMS FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THESE TERMS OR THE SITE SHALL BE LIMITED TO FIVE DOLLARS (\$5.00). THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THESE TERMS OR THE SITE WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES. YOU AND A.P. GILFOYLE VENTURES AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE OR CONTENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO THE CLAIM; OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

#### **12. Independent Remedies**

The exclusion of damages under Section 10 is independent of your exclusive remedy in Section



11 and it survives even if the exclusive remedy fails of its essential purpose or otherwise is deemed unenforceable. Each of the limitations of liability in Sections 9, 10, and 11 apply without regard to whether loss, liability, or damage arise from (a) breach of contract, (b) breach of warranty, (c) fault or tort, including negligence and misrepresentation, (d) strict liability, or (e) any other cause of action, to the extent the exclusions and limitations are not prohibited by applicable law.

### **13. Notice On Potential Limits Of Sections 9, 10, And 11**

Some jurisdictions do not allow the exclusion or limitation of damages (including incidental or consequential), loss, or liability from intentional acts (including fraud, fraudulent misrepresentation, and failure to disclose defects), product liability, or for death or personal injury. Nothing in Sections 9, 10 or 11 will be interpreted as excluding liability which cannot under applicable law be excluded in those jurisdictions. If you reside, or are otherwise subject to the laws in one of those jurisdictions, any statutory entitlement available to you will be deemed limited to the extent (if at all) permissible under that law and, if limitation is not permitted, the limitations and exclusions in this section may not apply to you.

### **14. Indemnification**

You hereby agree to defend, indemnify, and hold A.P. Gilfoyle Ventures, its directors, officers, employees, agents, partners, suppliers, and licensors harmless and will keep them indemnified from any third party claims or demands, including reasonable attorneys' fees, relating to, arising from, or allegedly arising from (a) your use of the Site; (b) any violation by you of these Terms; or (c) your violation of any other party's rights or applicable law.

### **15. Notices**

We may give you all required notices (including legal process) by any lawful method, including by posting notices on the Site or by sending notice to any email address you provide to us.

### **16. Changes To These Terms**

We reserve the right to change these Terms at any time, in our sole discretion, upon notice to you. We may give notice by posting updated Terms on the Site, sending you an email, or by any other reasonable means. You should periodically review these Terms for changes and you can review the most current Terms at any time at: <https://www.gilfoyle.org/terms-of-use>. The updated Terms will govern your use of the Site as of the Effective Date indicated at the top of these Terms. If you do not agree to the updated Terms, you should stop using the Site. Your use of the Site after the Effective Date of the updated version of these Terms will constitute



your acceptance of the updated Terms.

## **17. Termination**

We reserve the right to terminate the Site and this User Agreement at any time without notice for any reason, including for your violation of the User Discussion Policy, these Terms, or our Privacy Policy. The “Limitation of Liability and Exclusive Remedies” and “Governing Law and Exclusive Jurisdiction and Venue” Sections of the Terms survive any such termination.

## **18. Governing Law and Exclusive Jurisdiction and Venue**

These Terms and your use of the Site is governed by the laws of the State of Delaware applicable to contracts made and performed there, without regard to its conflicts of law principles. You expressly agree that jurisdiction and venue for any dispute relating to or arising from these Terms, Content, or the Site will reside in the State.

## **19. International Use**

A.P. Gilfoyle Ventures servers and operations are located primarily in the United States and our policies and procedures are based primarily on United States law. Because of this, the following provisions apply specifically to users located outside of the United States: (i) you consent to the transfer, storage, and processing of your information (including Submissions and Personal Data) to and in the United States and/or other countries; (ii) if you are using the Services from a country embargoed by the United States, or are on the United States Treasury Department’s list of “Specially Designated Nationals,” you are not authorized to access or use the Services; and (iii) you agree to comply with all local laws, rules, and regulations including all laws, rules, and regulations in effect in the country in which you reside and the country from which you access the Services. The Services are not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or which that would subject A.P. Gilfoyle Ventures or its affiliates to any registration requirement within such jurisdiction or country.

## **20. General**

If any provision of these Terms is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of these Terms will remain in full force and effect. Section titles are only for convenience and have no legal or contractual significance. We may assign these Terms, in whole or in part, at any time, with or without notice to you. You may not assign, transfer, or sublicense your rights, if any, in the Site. If, at any time, we fail to respond to a breach of these Terms by you or others, such failure will not waive our right to act



with respect to subsequent or similar breaches. A waiver will only be binding on us if it is in writing and signed by us. These Terms (including any incorporated terms or policies) constitute the entire agreement between you and A.P. Gilfoyle Ventures with respect to the Site. Both you and A.P. Gilfoyle Ventures warrant to each other that, in entering these Terms, neither you nor A.P. Gilfoyle Ventures have relied on or will have any right or remedy based upon any statement, representation, warranty, or assurance other than those expressly stated in these Terms. The preceding sentence will not limit or exclude any liability that cannot be limited or excluded under applicable law. No one other than you and A.P. Gilfoyle Ventures or A.P. Gilfoyle Ventures' successors and permitted assigns, will have any right to enforce any of these Terms.