

JOY DEALER

Terms of Service

These Terms of Service (the “**Terms**” or “**Agreement**”) are made and entered into by and between you (“**User**,” “**you**,” or “**your**”) and JOY DEALER LLC, a Florida limited liability company (referred to in these Terms as “**JOY DEALER**,” “**Company**,” “**we**,” “**us**,” or “**our**”) for the use of the JOY DEALER mobile application, including any related website, sub-site, software, application programming interfaces, integrations, organizer dashboards, white-labeled instances, and any related content, features, tools, or services made available by us (collectively, the “**Platform**”).

BEFORE YOU PROCEED, PLEASE READ THESE TERMS CAREFULLY. THIS AGREEMENT CONTAINS BINDING ARBITRATION, CLASS ACTION WAIVER, RELEASE, ASSUMPTION OF RISK, INDEMNIFICATION, WARRANTY DISCLAIMER, AND LIMITATION OF LIABILITY PROVISIONS. BY DOWNLOADING, INSTALLING, REGISTERING FOR, ACCESSING, OR OTHERWISE USING THE PLATFORM, OR BY CLICKING ANY “I AGREE” OR SIMILAR BUTTON, YOU ACCEPT AND AGREE TO THESE TERMS WITHOUT MODIFICATION. IF YOU DO NOT AGREE, YOU MAY NOT USE THE PLATFORM.

These Terms, together with our Privacy Policy, Cookie Policy, Targeted Ads Preferences, Do Not Sell My Information notice, Privacy Rights Summary Notice, Accessibility Statement, Community Guidelines, and any other policies, rules, guidelines, or additional terms posted on or referenced from the Platform (collectively, the “**Additional Terms**”), govern your access to and use of the Platform and are incorporated herein by reference. If you do not agree to these Terms, the Privacy Policy, or the Additional Terms, do not use the Platform.

If you are using the Platform on behalf of an Organizer (defined below), such as a nonprofit, league, brand, corporation, school, team, foundation, or other organization, you represent and warrant that you have full legal authority to bind that Organizer to these Terms, and references to “you” include both you individually and the Organizer you represent.

You understand and agree that we may change these Terms at any time. We will post the revised Terms on the Platform and update the “Last Updated” date below. Material changes will, where practicable, be communicated through the Platform or via the contact information you have provided. Your continued use of the Platform after the effective date of any revised Terms constitutes your acceptance of those changes. If any change is not acceptable to you, your sole remedy is to stop using the Platform and, if applicable, cancel your account.

You are responsible for ensuring that any device, network, and internet connection you use to access the Platform are compatible with the Platform and comply with these Terms. We are not liable if any portion of the Platform is unavailable at any time or for any period, and we may restrict access to some parts of the Platform to certain users in our sole discretion.

ARBITRATION NOTICE. EXCEPT AS DESCRIBED IN SECTION 25, YOU AGREE THAT ALL DISPUTES ARISING UNDER OR RELATED TO THESE TERMS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND BY ACCEPTING THESE TERMS, YOU AND JOY DEALER ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN ANY CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. FOR ANY INDIVIDUAL DISPUTE INVOLVING AN AMOUNT LESS THAN EIGHT THOUSAND U.S. DOLLARS (US\$8,000.00), THE PARTIES SHALL FIRST SUBMIT SUCH DISPUTE TO NON-BINDING MEDIATION IN MIAMI-DADE COUNTY, FLORIDA ADMINISTERED BY JAMS UNDER ITS THEN-CURRENT RULES.

1. Overview of the Platform. JOY DEALER operates a mobile-first, subscription-based technology platform that provides volunteer engagement tools, event discovery and management features, organizer management tools, community engagement features, social networking functionality, in-app communications, and software-as-a-service (SaaS) tools to Organizers and Volunteers. The Platform connects two types of users:

- Volunteers (each, a “**Volunteer**” or “**User**”): individuals who use the Platform to browse, register for, participate in, and share content from volunteer opportunities, community events, civic engagement activities, charitable initiatives, sports-related activations, and other events listed on the Platform (each, an “**Event**”); and
- Organizers (each, an “**Organizer**”): nonprofit organizations, charitable foundations, professional and amateur sports leagues, teams, schools, universities, municipalities, corporations, brands, sponsors, community groups, and other individuals or entities that create, post, sponsor, host, or manage Events on the Platform.

Volunteers and Organizers are collectively referred to as “**Users**.” Content posted by Users (including Event listings, descriptions, logistics, images, videos, prize information, announcements, communications, photographs, recordings, comments, and other materials) is referred to as “**Content**.”

JOY DEALER operates a technology platform and, in connection with certain fundraising campaigns conducted through the Platform, may also act as a Professional Solicitor on behalf of the applicable Organizer, as described in Sections 6.8 and 11. JOY DEALER does not create, organize, host, supervise, manage, fund, insure, or control Events, and JOY DEALER is not an Organizer, employer, agent, principal, joint venturer, partner, or fiduciary of any Volunteer, Organizer, sponsor, nonprofit, league, brand, or other third party. JOY DEALER does not guarantee the legitimacy, safety, quality, accuracy, or completion of any Event, the conduct or qualifications of any Organizer or Volunteer, the delivery of any prize, the legitimacy or tax-exempt status of any Organizer, or the use of any donated funds. Your interactions with Organizers and other Users, and your participation in Events, are at your sole risk. See Sections 12 and 18.

JOY DEALER may also offer subscription features, enterprise tools, white-labeled organizer environments, marketing and analytics tools, ranking and leaderboard features, points and rewards programs, in-app messaging, push notifications, organizer management dashboards, volunteer coordination tools, event discovery and registration tools, community engagement features, partnerships with leagues and brands, and other features and services from time to time (collectively, with the Platform, the “**Services**”).

JOY DEALER may provide fundraising features through which eligible Organizers conduct fundraising campaigns and Users may make charitable contributions through the Platform. In connection with a specific fundraising campaign, JOY DEALER may act as a Professional Solicitor on behalf of the applicable Organizer only where JOY DEALER has entered into a campaign-specific written agreement with that Organizer and JOY DEALER has determined that any required registrations, bonds, solicitation notices, filings, disclosures, app-store requirements, payment-processor requirements, and waiting periods have been completed or satisfied. Donation transactions are processed through Stripe or another third-party payment processor, and charitable contributions are paid directly to the applicable Organizer’s connected payment account. JOY DEALER does not receive any portion of charitable contributions, does not have custody or control of donated funds, and does not decide how donated funds are used.

2. Eligibility. By agreeing to these Terms, you represent and warrant that: (a) you are at least eighteen (18) years of age, or, where permitted by law, at least thirteen (13) years of age and using the Platform with the verifiable consent and ongoing supervision of a parent or legal guardian who has agreed to these Terms on your behalf; (b) you have not previously been suspended, banned, or removed from the Platform; (c) you are not located in, under the control of, or a national or resident of any country or region subject to U.S. sanctions or embargoes, and you are not on any U.S. government list of prohibited or restricted parties; and (d) your access to and use of the Platform complies with all applicable laws, regulations, and rules.

2.1 Parents and Legal Guardians. If you are a parent or legal guardian who allows a minor child to use the Platform, you accept these Terms on behalf of your child, you are fully responsible for all activity on the Platform by your child (including registration for and participation in Events, content uploads, and any payments), and you are responsible for supervising your child’s interactions with Organizers and other Users. You acknowledge that Events may involve physical activity, travel, third-party adult participants, and other inherent risks, and you assume all such risks on behalf of your child. Organizers, and not JOY DEALER, are responsible for any age verification, parental consent collection, background checks of adult participants, and safety protocols required for events involving minors.

2.2 Organizer Eligibility. If you register as an Organizer, you additionally represent and warrant that: (a) you are a duly organized and validly existing entity (or, if an individual, you are at least eighteen (18) years old and legally capable of entering into binding contracts); (b) you have all rights, authorizations, licenses, permits, and consents necessary to create and host the Events you list and to grant the licenses set forth in these Terms; (c) you and your Events comply with all

applicable laws, including charitable solicitation, sweepstakes, fundraising, employment, tax, child safety, accessibility, public assembly, permitting, insurance, and consumer protection laws; and (d) if you claim or imply nonprofit or tax-exempt status, you are in fact a qualified organization with valid, current status, and you will provide documentation of such status upon request.

3. Accounts and Registration. Certain features of the Platform may require you to create an account (an “**Account**”). When you create an Account, you agree to provide accurate, current, and complete information, and to keep that information up to date. You are solely responsible for maintaining the confidentiality of your Account credentials and for all activity occurring under your Account. If you believe your Account has been compromised, you must notify us immediately at support@joydealer.com.

You agree not to share your Account, create more than one Account, create an Account on behalf of another person without authorization, or use another User’s Account. We may suspend, deactivate, or terminate your Account at any time in our sole discretion as described in these Terms.

You may authenticate with the Platform using third-party authentication providers (such as Apple Sign-In, Google, or social login services). If you do, you authorize us to access and use information from those providers as permitted by their terms and our Privacy Policy.

Notwithstanding any other provision of these Terms, any act or omission by you that violates these Terms shall be deemed a breach of these Terms, and you will indemnify, defend, and hold harmless JOY DEALER and the Company Entities (as defined below) from and against all damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising from such breach.

4. Subscriptions, Pro Features, and Payment Terms. Access to many features of the Platform is provided free of charge. JOY DEALER may, now or in the future, offer paid features, premium tiers, pro accounts, enterprise subscriptions, white-labeled organizer environments, add-on tools, single-purchase items, or other paid services (collectively, “**Paid Services**”). The specific Paid Services available, their features, pricing, billing periods (such as monthly, annual, or other recurring intervals), trial offers, promotional terms, eligibility requirements, applicable taxes, and any tier-specific limitations will be described on the Platform, in an order screen, in a subscription-management page, in marketing materials, in an enterprise order form, or in another in-Platform disclosure at the time the Paid Service is offered to you (each, an “**Offer**”). The Offer presented to you at the time of purchase forms part of these Terms with respect to that Paid Service. Before you complete any purchase or subscription, you will have an opportunity to review the applicable Offer and to accept or decline it.

For clarity, “**Paid Services**” refers to fees, subscriptions, enterprise tools, premium features, and other amounts payable to JOY DEALER for use of the Platform and its technology tools. Paid Services do not include, and are entirely separate from, charitable contributions made by Users through fundraising campaigns conducted on the Platform for the benefit of participating Organizers. Charitable contributions may be initiated and completed through the Platform; such

transactions are processed by Stripe or another third-party payment processor and are paid directly to the applicable Organizer's connected payment account. JOY DEALER's compensation is based on subscription fees, platform access fees, enterprise services, and other fees for use of the Platform and its technology tools. JOY DEALER does not receive any portion of charitable contributions, does not charge percentage-based or transaction-based fees on charitable contributions, and does not deduct any amount from charitable contributions. Any compensation payable to JOY DEALER by an Organizer in connection with a fundraising campaign is governed by the separate written agreement between JOY DEALER and that Organizer described in Section 6.9 and is not paid out of, or deducted from, charitable contributions.

JOY DEALER may, in its sole discretion and at any time, introduce new Paid Services, modify the features or pricing of existing Paid Services, restructure subscription tiers, change billing periods, change available payment methods, change supported geographies, discontinue Paid Services, or offer differing terms to different Users (including promotional, beta, enterprise, partner, or nonprofit pricing). Any such changes will apply prospectively from the effective date of the change. If a change materially affects an existing subscription you hold, we will provide reasonable advance notice as set forth in Section 4.4, and your continued use of the subscription after the change takes effect constitutes acceptance of the change.

Nothing in these Terms obligates JOY DEALER to offer any particular Paid Service, tier, feature, pricing, free trial, or refund mechanism. All Paid Services are subject to availability and to the Offer in effect at the time of purchase.

4.2 Authorization to Charge. By providing payment information and electing to subscribe to or purchase any Paid Service, you authorize JOY DEALER and our third-party payment processor (currently Stripe, Inc.) to charge your designated payment method for all applicable subscription fees, platform fees, and taxes, on a one-time or recurring basis as specified at the time of purchase. All fees are stated in U.S. Dollars unless otherwise noted and, except as required by applicable law, are non-refundable once paid. We may seek pre-authorization of your payment card to verify the validity of the card and the availability of funds. Your relationship with Stripe is governed by Stripe's own terms of service and privacy policy, available at <https://stripe.com/legal>.

4.2 Auto-Renewal. Subscription-based Paid Services automatically renew at the end of each billing period at the then-current rate for that subscription, unless you cancel before the end of the then-current billing period. You may cancel at any time through your Account settings or through the applicable app store (Apple App Store or Google Play) if you subscribed through such app store. Cancellation takes effect at the end of the then-current billing period; no refunds or credits are issued for partial periods unless required by law.

4.3 App Store Billing. If you purchase a subscription or other Paid Service through the Apple App Store, Google Play, or another third-party app marketplace, your purchase is also subject to the billing terms of that marketplace. We do not receive your payment card details directly in such cases; refunds and cancellations are governed by the applicable app store's policies, and you

may need to manage cancellation through the app store rather than through JOY DEALER.

4.4 Price Changes. We may change the fees for any Paid Service at any time. We will provide reasonable notice of any price increase that affects an existing subscription before the change takes effect. If you do not agree to the new pricing, your sole remedy is to cancel the affected subscription before the change takes effect.

4.5 Refund Policy. Except as required by applicable law, all sales of Paid Services and all in-Platform purchases are final and non-refundable. Joy Points, rankings, badges, virtual items, and other non-monetary benefits have no cash value and are non-refundable under any circumstances. If you believe you were charged in error, you must contact us within seven (7) days of the charge. For clarity, this refund policy applies to Paid Services and other amounts payable to JOY DEALER, and does not govern charitable contributions made to Organizers through fundraising campaigns. Refunds, chargebacks, reversals, failed payments, and payment disputes relating to charitable contributions are governed by the applicable payment processor, the Organizer's policies, applicable law, and any applicable campaign-specific terms.

4.6 Delinquent Accounts. We may suspend or terminate your access to any Paid Service if any amount owed to us remains unpaid for thirty (30) days or more. You will be responsible for all amounts due, plus fees and costs incidental to chargeback or collection, including reasonable attorneys' fees.

4.7 Taxes. All fees are exclusive of taxes, levies, or duties imposed by taxing authorities, and you are responsible for payment of all such taxes (other than taxes based on JOY DEALER's net income).

5. Volunteer / User Terms. This Section 5 applies to your use of the Platform as a Volunteer (i.e., when you browse, register for, participate in, or otherwise engage with Events through the Platform).

5.1 Volunteer Participation. As a Volunteer, you may use the Platform to discover Events, register your interest in or commit to participating in Events, communicate with Organizers, share Content from Events, and accumulate Joy Points and rankings as described in Section 9. Registration for an Event through the Platform does not guarantee admission or participation; admission and participation are at the sole discretion of the Organizer, subject to applicable law.

5.2 Verification and Eligibility for Specific Events. Specific Events may have eligibility requirements imposed by the Organizer, such as age limits, residency requirements, background-check requirements, physical-ability requirements, training requirements, dress-code requirements, equipment requirements, signed waivers, parental-consent forms, or other prerequisites. You are solely responsible for reading and complying with the eligibility requirements for each Event. JOY DEALER does not verify Volunteer eligibility, does not screen Volunteers, and does not conduct background checks on Volunteers unless expressly stated in writing for a specific feature or partnership.

5.3 Volunteer Conduct. You agree that, in connection with your use of the Platform and your participation in any Event, you will:

- comply with all applicable laws, regulations, and Organizer rules;
- treat other Volunteers, Organizers, sponsors, beneficiaries, staff, and members of the public with respect and dignity;
- follow all reasonable safety, security, and crowd-management instructions of the Organizer and venue;
- promptly disclose to the Organizer any condition that may affect your ability to participate safely;
- provide accurate information about yourself, your participation, and your Content;
- obtain any necessary consents (including parental consents and photo releases for minors in your custody) before allowing others to be photographed or recorded; and ● respect the privacy, intellectual property, publicity rights, and confidentiality of other Users.

You agree that you will NOT, in connection with your use of the Platform or any Event:

- violate any applicable law, regulation, or third-party right;
- engage in harassment, bullying, threats, hate speech, sexual harassment, intimidation, stalking, doxxing, or discrimination on the basis of race, color, ethnicity, national origin, religion, sex, gender identity, sexual orientation, age, disability, or any other protected status;
- engage in fraud, misrepresentation, or impersonation of another person or entity, including by creating multiple accounts to manipulate Joy Points or rankings; ● manipulate, exploit, abuse, or attempt to circumvent any Joy Points, ranking, leaderboard, prize, or reward system, including by collusion with other Users, automated activity, fake accounts, falsified Event attendance, or any other anti-competitive or fraudulent behavior; ● use the Platform or Events to solicit, recruit, or transact for any commercial purpose other than as expressly authorized;
- transmit any material that is obscene, sexually explicit, defamatory, libelous, threatening, harmful to minors, or otherwise objectionable as determined by JOY DEALER in its sole discretion;
- upload viruses, malware, scripts, or any code intended to interfere with the Platform's operation;
- use any robot, scraper, spider, or similar automated means to access, monitor, copy, or extract data from the Platform;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying ideas of the Platform, except as permitted by applicable law that may not be waived by contract;
- attempt to gain unauthorized access to any portion of the Platform, any Account other than your own, or any related systems or networks;
- remove, obscure, or alter any proprietary or legal notices on the Platform; or ● use the Platform in any manner that could damage, disable, overburden, or impair the Platform or

interfere with any other User's use.

5.4 No Employment Relationship. Your status as a Volunteer is purely voluntary. No employment, agency, partnership, joint venture, fiduciary, contractor, or similar relationship is created between you and JOY DEALER, or between you and any Organizer, solely as a result of your use of the Platform. You are not entitled to any wages, salary, benefits, workers' compensation, unemployment insurance, or other compensation from JOY DEALER for volunteering. JOY DEALER does not certify, attest, verify, or vouch for any "volunteer hours," service hours, court-ordered community service hours, or similar credit, even where the Platform records or displays such hours; any such records are provided for informational purposes only and are not a substitute for verification by the receiving institution.

6. Organizer Terms. This Section 6 applies to any User that posts, sponsors, manages, or hosts Events through the Platform, or that uses the Platform's organizer-facing tools (collectively, "**Organizer Services**"). If you act as an Organizer, you agree to this Section 6 in addition to the other provisions of these Terms.

6.1 Organizer Listings and Content. Organizers are solely responsible for the accuracy, completeness, legality, and timely updating of all Event listings, descriptions, dates, locations, capacity, eligibility requirements, prize information, sponsor disclosures, and other Content posted by or on behalf of the Organizer. You represent and warrant that all such Content is true, accurate, not misleading, and in compliance with all applicable laws, regulations, and Platform policies.

6.2 Organizer Responsibilities. Organizers, and not JOY DEALER, are solely responsible for:

- obtaining all required permits, licenses, registrations, certifications, and insurance for each Event (including general liability, participant accident, automobile, workers' compensation, and event-cancellation coverage where appropriate);
- ensuring the safety, suitability, and accessibility of venues and Event activities, including compliance with the Americans with Disabilities Act, state accessibility laws, and venue ADA obligations;
- complying with all applicable employment, volunteer, tax, charitable solicitation, fundraising, sweepstakes, contest, lottery, child-protection, public-assembly, food-handling, sanitation, alcohol, and public-health laws;
- screening Volunteers and obtaining any background checks, fingerprinting, training, or certifications required by law or appropriate to the activity (including for Events involving minors, vulnerable populations, or sensitive activities);
- collecting from each Volunteer (and, for minors, from a parent or legal guardian) any additional waivers, releases, photo/NIL consents, medical authorizations, parental-consent forms, or registration forms required for the Event;
- connecting and maintaining a valid payment account through the Platform's third-party payment processor to receive charitable contributions made through the Platform, and ensuring that such account is accurate, active, and owned or lawfully controlled by the Organizer;
- ensuring that charitable contributions made through the Platform are received directly

- by the Organizer through its connected payment account and are not routed through, deposited into, or held in any JOY DEALER account;
- providing all required donor acknowledgments, donor receipts, and tax substantiation materials to donors in compliance with applicable law, including Internal Revenue Code requirements for charitable contribution substantiation;
 - providing, displaying, and maintaining all charitable solicitation disclosures, state registration disclosures, financial disclosures, campaign disclosures, and donation-page notices required by applicable law, including any disclosures required on or before the point of solicitation;
 - complying with all charitable solicitation registration, exemption, and disclosure requirements in each jurisdiction where the Organizer solicits contributions, and maintaining current registrations in all such jurisdictions;
 - maintaining all required donor records, donation accounting records, and fundraising activity records as required by applicable federal and state law;
 - complying with all applicable laws governing fundraising and charitable solicitations, including any required disclosures regarding the use of professional solicitors, technology providers, or similar service providers;
 - timely providing JOY DEALER with accurate and complete information reasonably necessary for JOY DEALER to make any disclosure required of it under applicable charitable solicitation law in connection with a fundraising campaign, including the Organizer's legal name, state of principal place of business, and a description of how contributions raised will be used for a charitable purpose;
 - providing accurate disclosures regarding the nonprofit, tax-exempt, or charitable status of any organization in connection with any fundraising appeal;
 - authorizing JOY DEALER to use, reproduce, display, publish, distribute, and otherwise use the Organizer's name, logos, trademarks, sponsor names, sponsor logos, partner names, partner logos, Event descriptions, campaign descriptions, fundraising campaign information, and related Content, whether provided through the Platform or otherwise by or on behalf of the Organizer, for the operation, promotion, marketing, and advertising of the Platform, the Organizer, the Organizer's Events, and the relationship between JOY DEALER and the Organizer;
 - honoring all prizes, rewards, and other commitments made through the Platform, including delivery, tax reporting (including Form 1099/1099-MISC where applicable), substitution, and customer service in connection with such prizes;
 - providing prompt, professional, and lawful communications to Volunteers, including timely notice of Event changes, cancellations, postponements, or hazards; ● obtaining all third-party rights, releases, licenses, and permissions needed for any Content uploaded by the Organizer (including for use of trademarks, logos, photographs, music, recordings, and any individual's name, image, likeness, or persona, including any minor's), and for any name/image/likeness rights of athletes, celebrities, performers, or influencers used to promote the Event;
 - not knowingly soliciting or accepting any contribution prohibited by applicable law, and reasonably cooperating with JOY DEALER and the applicable payment

- processor in addressing any prohibited contribution;
- configuring the Campaign and connected payment account to collect, preserve, and make available donor and transaction information required for JOY DEALER and Organizer to comply with applicable professional solicitor, charitable solicitation, tax, reporting, and recordkeeping obligations, including donor name, contact information, contribution amount, contribution date, refund requests, chargebacks, reversals, payment disputes, and such other information as may be required by applicable law;
- establishing and enforcing reasonable participant safety protocols, including emergency response and incident reporting; and
- complying with all anti-discrimination, anti-harassment, and equal-opportunity laws in the selection, treatment, and recognition of Volunteers.

6.3 Prizes and Sponsorships by Organizers. If an Organizer offers prizes, rewards, gift cards, products, services, experiences, or other items of value (“**Organizer Prizes**”) in connection with an Event, the Organizer is solely responsible for the design, terms, eligibility, fulfillment, delivery, shipping, taxes, substitutions, recalls, customer support, and all communications relating to such Organizer Prizes. JOY DEALER does not manufacture, source, vouch for, deliver, ship, fulfill, substitute, repair, replace, or guarantee any Organizer Prize. If a sweepstakes, contest, raffle, lottery, or similar promotion is offered in connection with an Event, the Organizer is solely responsible for drafting official rules (“**Official Rules**”), registration or bonding in applicable states, tax reporting, winner notification, and compliance with all applicable laws. Volunteers’ sole recourse for any unfulfilled or defective Organizer Prize is against the Organizer; JOY DEALER has no obligation or liability with respect to Organizer Prizes.

6.4 Donations and Charitable Fundraising. If an Organizer’s Events involve or are associated with charitable solicitations, fundraising campaigns, donation opportunities, or requests for financial support, the Organizer represents and warrants that: (a) any nonprofit, tax-exempt, charitable, educational, civic, religious, school, team, foundation, or similar status claimed or implied by the Organizer is accurate, current, and not misleading; (b) the Organizer is registered, exempt from registration, or otherwise legally permitted to solicit and receive donations in each jurisdiction where registration, exemption, disclosure, or other compliance is required; (c) the Organizer will provide donors with all acknowledgments, receipts, tax-related disclosures, charitable solicitation disclosures, financial disclosures, and other donor communications required of the Organizer by applicable law; (d) the Organizer, and not JOY DEALER, is the sole legal recipient of donated funds for all legal, tax, accounting, charitable solicitation, and regulatory purposes; (e) all donated funds will be used in accordance with applicable law and the Organizer’s representations to donors; and (f) the Organizer is responsible for the accuracy of its campaign information, its charitable purpose, its intended use of funds, its donor communications, its donor records, its tax reporting, and its compliance with all charitable solicitation laws applicable to the Organizer.

Where a fundraising campaign is conducted through the Platform, Users may initiate and complete charitable contributions through the Platform. JOY DEALER may act as a Professional Solicitor on behalf of the applicable Organizer in connection with such campaigns. Donation

transactions are processed by Stripe or another third-party payment processor, and each contribution is made for the benefit of, and paid directly to, the applicable Organizer through the payment account the Organizer has connected to the campaign. JOY DEALER does not receive any portion of charitable contributions, does not receive charitable contributions into any JOY DEALER account, and does not have custody or control of donated funds. JOY DEALER is not the legal recipient of any donation and does not determine how donated funds are used.

The Organizer, and not JOY DEALER, is responsible for providing donor acknowledgments and tax substantiation to donors to the extent required by applicable law. Any transaction confirmation generated by the Platform is a record of the transaction only and does not constitute a charitable tax receipt or acknowledgment by JOY DEALER. Because JOY DEALER does not receive or hold charitable contributions, JOY DEALER is not responsible for funding or issuing refunds of donated funds. Refunds, chargebacks, reversals, and payment disputes relating to charitable contributions are handled through the applicable payment processor and the Organizer, which received the funds. Except for obligations imposed on JOY DEALER directly by applicable law in its capacity as a Professional Solicitor, JOY DEALER has no obligation or liability with respect to any Organizer's charitable solicitation activities, donor communications, donor receipts, tax substantiation, refunds, chargebacks, payment disputes, or use of donated funds.

The Organizer will immediately notify JOY DEALER if its nonprofit status, tax-exempt status, charitable solicitation registration, exemption, authorization, good standing, authority to solicit contributions, connected payment account, campaign information, charitable purpose, intended use of funds, or ability to solicit or receive donations changes, or if any other material fundraising information previously provided to JOY DEALER becomes inaccurate or incomplete.

6.5 Volunteer Data Shared with Organizers. Through organizer dashboards and other Platform features, Organizers may receive information about Volunteers who have registered for, attended, or participated in their Events. Such information may include name, email address, phone number, participation history, event engagement data, profile photo, public ranking information, campaign and donation transaction data, and other information described in our Privacy Policy. Where a fundraising campaign is conducted through the Platform, JOY DEALER may receive or have access to transaction information necessary to operate Platform functionality, including campaign totals and progress indicators. The collection, use, and disclosure of personal information is governed by our Privacy Policy.

Organizers shall: (i) use such Volunteer data solely to operate, administer, and follow up on their Events and community engagement activities; (ii) maintain reasonable administrative, technical, and physical safeguards appropriate to the sensitivity of the data; (iii) comply with all applicable privacy, consumer protection, marketing, and data-protection laws, including, as applicable, the CCPA/CPRA, COPPA, CAN-SPAM, TCPA, and equivalent state laws; (iv) provide Volunteers with their own privacy notice as required by applicable law; (v) not sell, share for cross-context behavioral advertising, rent, disclose, or use such data for unrelated marketing except as permitted by the Volunteer's consent and applicable law; (vi) honor privacy-rights requests and unsubscribe requests; and (vii) promptly notify JOY DEALER of any actual or suspected data

breach, unauthorized disclosure, or misuse affecting Volunteer data.

6.6 Organizer Indemnification of JOY DEALER. To the fullest extent permitted by law, each Organizer shall defend, indemnify, and hold harmless JOY DEALER and the Company Entities from and against any and all claims, demands, suits, proceedings, losses, damages, settlements, judgments, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) the Organizer's Events, Content, communications, or conduct; (b) any injury, illness, property damage, or death arising from or during any Event; (c) the Organizer's breach of these Terms or any representation or warranty herein; (d) the Organizer's violation of any law, regulation, or third-party right, including intellectual property, publicity, privacy, charitable solicitation, tax, consumer-protection, and fundraising laws; (e) any charitable solicitation activity, fundraising campaign, campaign information, donation processing, donor communication, donor disclosure, tax receipt, donor acknowledgment, tax substantiation, refund, chargeback, reversal, payment dispute, donor record, charitable solicitation registration, charitable solicitation disclosure, charitable status, tax representation, or intended or actual use of donated funds by the Organizer; (f) any claim by any participant, Volunteer, donor, regulator, payment processor, app marketplace, or third party that the Organizer failed to obtain necessary consents, permits, registrations, exemptions, insurance, waivers, disclosures, authorizations, licenses, approvals, or rights; and (g) any tax liability arising from the Organizer's activities. This indemnification obligation is separate from and in addition to any indemnification obligation a Volunteer or other User may have. This indemnification does not apply to the extent a claim arises solely from JOY DEALER's gross negligence, willful misconduct, or knowing violation of law.

6.7 Reservation of Rights as to Organizers. JOY DEALER reserves the right, in its sole discretion and without notice or liability, to: (a) approve or reject any Organizer or fundraising campaign, and refuse, remove, unpublish, require correction of, or, solely for formatting, technical display, Platform functionality, or legally required disclosure purposes, modify any Event, Organizer Content, fundraising campaign, donation-related Content, or campaign-related Content; (b) suspend, deactivate, or terminate any Organizer Account; (c) require additional verification or documentation from any Organizer, including proof of nonprofit status, tax-exempt status, charitable solicitation registration or exemption, insurance, permits, payment account ownership, authority to act on behalf of the Organizer, authority to conduct the applicable fundraising campaign, and authority to use any name, logo, trademark, or campaign description; (d) require Organizers to use specified disclaimers, disclosures, state registration notices, donor notices, or Official Rules, and display or modify any legally required solicitation disclosure in the fundraising or donation flow; (e) restrict, suspend, or remove fundraising or donation functionality by Organizer, campaign type, jurisdiction, subscription tier, or Platform policy; (f) correct, or require the Organizer to correct, any inaccurate or misleading campaign information; (g) cooperate with regulators, law enforcement, and payment processors; and (h) refuse to support any Event, Organizer, fundraising campaign, solicitation, or Content that JOY DEALER reasonably believes is unlawful, unsafe, deceptive, inadequately documented, reputationally harmful, or contrary to the values of the Platform.

6.8 Fundraising Through the Platform. JOY DEALER may make fundraising functionality available to eligible Organizers through certain paid subscription tiers, permitting an Organizer to conduct Organizer-created and Organizer-controlled fundraising campaigns through the Platform. Such functionality may include a “Donate Now” or similar donation feature, subject to these Terms, any applicable Professional Solicitor Agreement, Platform requirements, payment-processor requirements, app-store requirements, and applicable law. In connection with certain fundraising campaigns, and only where required agreements, registrations, filings, disclosures, and waiting periods have been completed or satisfied, JOY DEALER may act as a Professional Solicitor on behalf of the applicable Organizer.

Users may initiate and complete charitable contributions through the Platform. Donation transactions are processed by Stripe or another third-party payment processor. Each participating Organizer must connect a payment account to its fundraising campaign, and each contribution is made for the benefit of, and paid directly to, the applicable Organizer through that connected payment account. JOY DEALER does not receive any portion of charitable contributions, does not receive charitable contributions into any JOY DEALER account, and does not have custody or control of donated funds. JOY DEALER may receive or have access to transaction information necessary to operate Platform functionality, including campaign totals and progress indicators.

The Organizer remains solely responsible for the accuracy and completeness of all Organizer-provided campaign information, including the charitable purpose of the campaign and the intended use of funds, and for its use of donated funds. Nothing in this Section makes JOY DEALER the recipient of, custodian of, or fiduciary with respect to any donation.

JOY DEALER may require Organizers that conduct fundraising campaigns through the Platform to provide documentation of nonprofit status, tax-exempt status, charitable solicitation registration or exemption, authority to solicit contributions, authority to conduct the applicable campaign, payment account ownership, and other certifications. JOY DEALER reserves the right, in its sole discretion, to restrict, suspend, or remove fundraising or donation functionality from any Organizer profile, campaign, or Event page, including where an Organizer has not provided information required for a legally mandated disclosure.

Without limiting any other provision of these Terms, fundraising campaigns involving personal fundraisers, political fundraising, disaster or crisis appeals, foreign organizations, fiscal sponsorship arrangements, raffles, lotteries, games of chance, charitable sales promotions, commercial co-ventures, and non-charitable recipients are prohibited unless expressly approved by JOY DEALER in writing. Organizers are solely responsible for ensuring that their fundraising campaigns comply with all applicable laws, including charitable solicitation registration, charitable solicitation disclosure, tax substantiation, privacy, consumer protection, and payment-processing requirements applicable to the Organizer.

6.9 Professional Solicitor Agreement. Any Organizer that conducts a fundraising campaign through the Platform for which JOY DEALER acts as a Professional Solicitor is required to execute a separate written agreement with JOY DEALER prior to activation of such campaign

(the “**Professional Solicitor Agreement**”), as required by applicable law. JOY DEALER will not activate fundraising or donation functionality for such Organizer unless and until JOY DEALER determines, in its sole discretion, that the applicable Professional Solicitor Agreement has been fully executed and that all required registrations, bonds, solicitation notices, filings, disclosures, Organizer documentation, app-store requirements, payment-processor requirements, and applicable waiting periods have been completed or satisfied. Organizers acknowledge that the Professional Solicitor Agreement and related campaign filings may be required to be filed with applicable state regulatory authorities before a solicitation campaign may commence and agree to cooperate with JOY DEALER in connection with any such regulatory requirements, including by providing timely authorized signatures and documentation of nonprofit or tax-exempt status. The Professional Solicitor Agreement is a separate contractual instrument from these Terms and shall govern the campaign-specific rights and obligations of JOY DEALER and the Organizer. In the event of any conflict between these Terms and the Professional Solicitor Agreement with respect to that fundraising relationship, the Professional Solicitor Agreement shall control. These Terms continue to govern all other aspects of the Organizer’s use of the Platform

7. User-Generated Content

7.1 Definition. “**User Content**” means all Content uploaded, posted, transmitted, provided to JOY DEALER, or otherwise made available on or through the Platform by or on behalf of Users, including Event listings, descriptions, logos, photographs, videos, recordings, chat messages, in-app comments, reviews, profile information, usernames, third-party promotional materials, and other materials submitted by Volunteers or Organizers.

7.2 Representations and Warranties Regarding User Content. By uploading, providing to JOY DEALER, or otherwise making any User Content available on the Platform, you represent and warrant that: (a) you own or have all necessary rights, licenses, consents, permissions, and authority, including any necessary sublicense rights, to provide such User Content to JOY DEALER and to grant the licenses set forth below; (b) the User Content does not and will not infringe, misappropriate, or violate any third party’s intellectual property rights, rights of publicity or privacy, or any other rights; (c) the User Content does not violate any law, regulation, or contractual obligation; (d) you have obtained written releases from each identifiable individual depicted (and, for minors, from a parent or legal guardian) authorizing use of their name, image, likeness, voice, and persona as contemplated by these Terms; (e) the User Content is accurate, not misleading, and not defamatory; (f) the User Content does not contain malicious code, viruses, or any other harmful element; and (g) the User Content complies with the Community Guidelines and any other applicable Platform policies.

7.3 License to JOY DEALER. By uploading, providing to JOY DEALER, or otherwise making User Content available on the Platform, you hereby grant JOY DEALER and the Company Entities a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, sublicensable, and transferable license to host, store, cache, reproduce, publish, publicly display, publicly perform, distribute, modify, adapt, translate, create derivative works of, and otherwise use the User Content in any and all media or distribution methods now known or later developed,

for any purpose relating to the operation, provision, promotion, marketing, advertising, and improvement of the Platform and JOY DEALER's business, including in connection with marketing materials, press, social media, partner co-marketing, advertising, ranking and leaderboard displays, case studies, and partnership presentations. You waive, to the maximum extent permitted by law, any moral rights, droit moral, or similar rights in the User Content.

7.4 Inter-User License. By uploading User Content that is visible to other Users (such as Event listings, leaderboard entries, profile photos, and public-facing announcements), you grant each other User a non-exclusive license to view and use such User Content as functionally enabled by the Platform, subject to these Terms.

7.5 No Obligation to Use or Display. JOY DEALER has no obligation to host, display, distribute, or retain any User Content, and may remove, refuse, edit, redact, downrank, archive, or unpublish any User Content at any time, with or without notice, in its sole discretion.

7.6 Moderation; No Endorsement. JOY DEALER may, but is not obligated to, monitor, review, screen, edit, remove, or take action with respect to any User Content. JOY DEALER does not endorse, verify, or assume responsibility for any User Content, and any opinions, statements, recommendations, claims, or information posted by Users are those of the User and not of JOY DEALER. JOY DEALER expressly disclaims all liability for any User Content.

7.7 Indemnification for User Content. Each User shall defend, indemnify, and hold harmless JOY DEALER and the Company Entities from any claim, demand, loss, damage, cost, or expense (including reasonable attorneys' fees) arising out of or related to such User's User Content, including any claim of intellectual property infringement, publicity or privacy violation, defamation, or violation of law.

7.8 Reporting Objectionable Content. If you believe that any User Content violates these Terms, the Community Guidelines, or applicable law, please contact us through the in-app reporting tool or at support@joydealer.com.

8 Digital Millennium Copyright Act

8.1 DMCA Notification. JOY DEALER complies with the provisions of the Digital Millennium Copyright Act applicable to online service providers (17 U.S.C. § 512). If you have a good-faith belief that material posted on the Platform infringes your copyright, you may submit a notice of claimed infringement to our Designated Agent at the following address:

DiSchino & Schamy, PLLC
Attn: Joy Dealer LLC Legal
4770 Biscayne Blvd., Suite 600
Miami, FL 33137
Email: admin@dsmiami.com

Only copyright complaints may be sent to our Designated Agent. Any notice alleging infringement must include the following:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the right being infringed;
- identification of the copyrighted work claimed to have been infringed; ● identification of the allegedly infringing material and information reasonably sufficient to allow us to locate it on the Platform;
- your name, address, telephone number, and email address;
 - a statement that you have 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 ● a statement, under penalty of perjury, that the information in the notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

IMPORTANT NOTICE: MISREPRESENTATIONS IN A DMCA NOTICE MAY EXPOSE YOU TO LIABILITY FOR DAMAGES UNDER 17 U.S.C. § 512(F). YOU SHOULD CONSULT AN ATTORNEY BEFORE SUBMITTING A NOTICE IF YOU ARE UNSURE WHETHER MATERIAL INFRINGES YOUR COPYRIGHT.

8.2 Counter-Notification. If material you uploaded is removed in response to a DMCA notice and you believe in good faith that the material was removed in error or as a result of misidentification, you may submit a counter-notification to our Designated Agent including the elements required under 17 U.S.C. § 512(g)(3).

8.3 Repeat Infringer Policy. It is JOY DEALER's policy to terminate, in appropriate circumstances and at our sole discretion, the Accounts of Users (including Organizers) who are determined to be repeat infringers of copyright or other intellectual property rights.

9 Rankings, Joy Points, Leaderboards, and Rewards. The Platform may include gamification features that recognize User engagement and participation, including a points system ("**Joy Points**"), rankings, leaderboards, levels, badges, statuses, achievements, streaks, and other recognition features (collectively, "**Rankings**").

9.1 No Cash Value; No Property Right. Joy Points and other Rankings have no cash value, are not redeemable for cash or money, are not transferable, are not your property, and confer no ownership or vested rights. Joy Points and Rankings are a personal, revocable license to participate in the Platform's recognition features, and JOY DEALER may modify, suspend, recalculate, reduce, expire, or revoke them at any time in its sole discretion. Joy Points and Rankings are not securities, currency, or financial instruments and may not be characterized as such for any purpose.

9.2 How Joy Points Are Earned. Joy Points may be awarded based on Volunteer participation, attendance at Events, completion of volunteer activities, referrals, engagement with the Platform, achievement of milestones, and other non-monetary activities determined by JOY DEALER from time to time. The methodology, ratios, multipliers, and eligibility criteria for earning Joy Points

are determined and modified by JOY DEALER in its sole discretion.

Joy Points are not awarded based on whether a User makes a donation, the amount of any donation, or the completion, frequency, or status of any donation transaction, and making a donation is not required to use the Platform, participate in basic Platform features, or be eligible for any sweepstakes, contest, prize, Reward, promotion, ranking, or recognition feature.

9.3 Public Display. Rankings, leaderboards, and related features may publicly display your username, profile photo, name (or chosen display name), event participation history, statistics, and aggregate engagement information. By participating in the Platform, you consent to such public display, and you grant JOY DEALER the right to use your name, image, likeness, username, profile photo, and Ranking-related information for purposes of operating, promoting, and marketing the Platform and Events, including in connection with co-marketing with Organizers, sponsors, leagues, and brand partners. See also Section 13.

9.4 Anti-Fraud / Anti-Abuse. Joy Points and Rankings exist to recognize genuine engagement. JOY DEALER may, without notice or liability, audit, freeze, suspend, recalculate, reduce, expire, or revoke Joy Points or Rankings, ban Users, and refuse rewards if it determines or reasonably suspects: (a) fraud, collusion, multi-accounting, sybil activity, automation, or scripting; (b) false or inflated Event-attendance reports; (c) coordination among Users or with Organizers to manipulate Rankings; (d) violation of these Terms or applicable law; or (e) other conduct that undermines the integrity of the Rankings or Rewards systems. JOY DEALER's determinations under this Section are final and not subject to appeal except as required by law.

9.5 Rewards and Redemption. From time to time, JOY DEALER, Organizers, sponsors, leagues, brands, or other partners may make rewards ("**Rewards**") available in connection with Rankings or Events. Eligibility, availability, terms, expiration, redemption mechanisms, geographic limitations, and tax responsibilities for Rewards are determined by the entity offering the Reward and are subject to applicable Official Rules. JOY DEALER does not guarantee the availability, fulfillment, or quality of any Reward. Rewards funded or fulfilled by Organizers, sponsors, or third parties are subject to Section 10 and the Organizer's responsibilities.

9.6 No Sweepstakes or Lottery. Unless expressly stated in separate Official Rules, Joy Points, Rankings, badges, leaderboards, and other recognition features are not intended to constitute a sweepstakes, contest, lottery, raffle, game of chance, or gambling activity. No donation, purchase, payment, or contribution is required to earn basic Platform recognition or to participate in any promotion. Donations do not increase any User's odds of winning any prize or receiving any Reward. To the extent any feature, promotion, Reward, or prize is designed to operate as a sweepstakes, contest, raffle, charitable promotion, or other regulated promotion, JOY DEALER or the sponsoring Organizer will publish separate Official Rules or terms governing that promotion, and those Official Rules or terms will control in the event of conflict with these Terms.

10 Prizes, Sponsorships, and Promotional Goods. From time to time, prizes, rewards, or promotional goods may be offered through the Platform in connection with Events, Rankings,

contests, or promotions. Unless expressly identified in writing as a “JOY DEALER-Sponsored Prize,” all such prizes (“**Organizer Prizes**”) are offered, sourced, funded, fulfilled, and supported solely by the Organizer or sponsor identified in the listing.

10.1 No JOY DEALER Responsibility. JOY DEALER does not design, manufacture, source, store, ship, deliver, fulfill, repair, replace, substitute, refund, or otherwise stand behind any Organizer Prize. JOY DEALER makes no representations or warranties as to the existence, availability, condition, quality, suitability, value, fitness, or timely delivery of any Organizer Prize. The Organizer or sponsor offering the Prize is solely responsible for all aspects of administration, including: (a) prize availability and substitutions; (b) any geographic restrictions or eligibility limits; (c) all taxes, including Form 1099/1099-MISC reporting and tax withholding where applicable; (d) shipping, customs, and import/export compliance; (e) any product recalls or safety issues; (f) any Official Rules or registrations required by law; and (g) all communications with recipients.

10.2 Volunteer Acknowledgment. By participating in any Event or accepting any Organizer Prize, you acknowledge and agree that: (a) your sole recourse for any defect, non-delivery, or other dispute regarding the Prize is against the Organizer or sponsor offering the Prize; (b) you are responsible for any taxes or other charges incurred in connection with receipt of the Prize; (c) Prizes may be subject to substitution of equal or greater value at the sponsor’s sole discretion; and (d) JOY DEALER is not liable for any loss, injury, or damage arising from acceptance, use, or misuse of any Prize.

10.3 JOY DEALER-Sponsored Prizes. In the limited circumstances where JOY DEALER itself sponsors a prize, the terms of that prize will be set forth in separate Official Rules that govern that promotion. In the absence of such Official Rules, all Prizes are deemed Organizer Prizes.

11. Charitable Organizations, Donations, and Nonprofit Disclaimers.

11.1 JOY DEALER Is Not a Charitable Organization. Unless expressly stated otherwise in writing, JOY DEALER is not a tax-exempt charitable organization, is not registered under Internal Revenue Code Section 501(c)(3) or any similar provision, and contributions to JOY DEALER are not tax-deductible. JOY DEALER provides subscription-based technology services, volunteer engagement tools, event management tools, community engagement features, and, where available, fundraising functionality through which eligible Organizers conduct fundraising campaigns and Users may make charitable contributions. In connection with certain fundraising campaigns, JOY DEALER may act as a Professional Solicitor on behalf of the applicable Organizer. JOY DEALER is never the charitable beneficiary of any fundraising campaign, does not receive donations, does not hold or control donated funds, and does not decide how donated funds are used.

11.2 Donations Go Directly to Organizers. Users may make charitable contributions through eligible fundraising campaigns conducted on the Platform. Donation transactions are processed

by Stripe or another third-party payment processor. Each contribution is made for the benefit of, and paid directly to, the applicable Organizer through the payment account that the Organizer has connected to the campaign.

JOY DEALER does not receive any portion of charitable contributions. JOY DEALER does not receive charitable contributions into any JOY DEALER bank account and does not have custody or control of donated funds. JOY DEALER may receive or have access to transaction information necessary to operate Platform functionality, including campaign totals and progress indicators.

You understand and agree that: (a) the legal recipient of any donation is the Organizer, not JOY DEALER; (b) any review, documentation request, or verification process conducted by JOY DEALER is for Platform compliance, payment-processing, app-store, and regulatory purposes only and does not constitute an endorsement, certification, guarantee, or representation to any donor or User regarding the Organizer's nonprofit, tax-exempt, charitable, registration, or legal status; (c) the Organizer is responsible for providing donor acknowledgments, receipts, and tax-related disclosures to the extent required by applicable law, and any transaction confirmation generated by the Platform is a record of the transaction only and is not a charitable tax receipt issued by JOY DEALER; (d) JOY DEALER does not control how Organizers use donated funds and does not guarantee that funds will be used for any particular purpose; (e) except solely to the extent JOY DEALER acts on behalf of an Organizer in its limited capacity as a Professional Solicitor pursuant to a separate Professional Solicitor Agreement, JOY DEALER does not act as an agent, fiduciary, trustee, escrow agent, financial adviser, tax adviser, or donor adviser for donors or Organizers, and nothing in these Terms creates any partnership, joint venture, employment, or fiduciary relationship; (f) because JOY DEALER does not receive or hold donated funds, JOY DEALER is not responsible for funding or issuing refunds of charitable contributions, and refunds, chargebacks, reversals, and payment disputes are handled through the applicable payment processor and the Organizer that received the funds; (g) donations to Organizers are subject to the Organizer's own policies and applicable law; and (h) JOY DEALER does not guarantee the amount that any campaign will raise, the success of any campaign, the legitimacy of any Organizer, or any particular fundraising result. Nothing in this Section limits any obligation imposed on JOY DEALER directly by applicable law in its capacity as a Professional Solicitor.

11.3 Platform Fees Are Not Donations. JOY DEALER charges Organizers subscription fees, platform access fees, and other amounts for use of the Platform and its technology tools. These fees are paid by Organizers for access to the Platform's SaaS features and are entirely separate from any donations that Organizers may receive from their own donors. Platform fees and subscription fees are not charitable contributions, are not tax-deductible as charitable contributions, and do not represent any portion of funds donated to Organizers. Any statement regarding the deductibility of a donation must come from the Organizer, not JOY DEALER.

11.4 Third-Party Payment Processing for Platform Fees. Subscription fees and other Paid Services are processed through third-party payment processors. JOY DEALER does not store, transmit, or process your full payment card information. Your relationship with any third-party

payment processor is governed by that processor's own terms of service and privacy policy. JOY DEALER disclaims all liability for the acts, omissions, security, fees, dispute-resolution policies, or chargeback handling of any third-party payment processor with respect to Platform subscription fees.

11.5 Organizer Charitable Solicitation Compliance. Each Organizer that conducts charitable solicitations, fundraising campaigns, or donation opportunities through the Platform represents and warrants that: (a) it is duly organized and validly existing, and the individual accepting these Terms has authority to bind it; (b) all nonprofit, tax-exempt, charitable, educational, civic, religious, school, team, foundation, or similar status claimed or implied by the Organizer is accurate, current, and not misleading; (c) the Organizer is registered, exempt from registration, or otherwise legally permitted to solicit and receive donations in each jurisdiction where registration, exemption, disclosure, or other compliance is required; (d) the Organizer has authority to conduct the applicable fundraising campaign; (e) the Organizer has provided JOY DEALER with accurate legal name, state of principal place of business, tax identification, authority, registration, exemption, campaign, and payment account information to the extent requested by JOY DEALER, and all campaign descriptions, statements of charitable purpose, and statements regarding the intended use of funds are accurate and not misleading; (f) all donations will be used lawfully and in accordance with the Organizer's statements to donors; (g) the Organizer will not knowingly solicit or accept any contribution prohibited by applicable law and will reasonably cooperate with JOY DEALER and the applicable payment processor in addressing any prohibited contribution; (h) all required state-specific charitable solicitation disclosures, financial disclosures, donor notices, receipts, acknowledgments, and tax substantiation materials for which the Organizer is responsible will be provided by the Organizer directly to donors; and (i) the Organizer will immediately notify JOY DEALER of any change affecting its charitable status, registration, exemption, authority to solicit, campaign information, charitable purpose, intended use of funds, connected payment account, or any other material fundraising information previously provided to JOY DEALER.

11.6 No Professional Advice; Donor Responsibility. JOY DEALER does not provide legal, tax, accounting, financial, charitable planning, or other professional advice. Donors are responsible for consulting their own advisers regarding the tax treatment, deductibility, reporting, and legal effect of any donation. Any receipt, acknowledgment, tax statement, or representation regarding deductibility is provided by or on behalf of the Organizer and not by JOY DEALER, unless expressly stated otherwise in writing.

11.7 Platform Restrictions on Fundraising Campaigns; Required Disclosures. JOY DEALER may, in its sole discretion, require additional documentation, impose restrictions, require separate written terms, suspend or remove fundraising or donation functionality, require specific disclosures, or refuse to support any fundraising campaign, donation information, charitable solicitation Content, or fundraising-related Content that JOY DEALER believes may violate applicable charitable solicitation, consumer protection, privacy, app store, payment-processing, or other legal or Platform requirements. JOY DEALER may display, and may require an Organizer to provide the information necessary for JOY DEALER to display, any disclosure required by applicable charitable solicitation law in connection with a fundraising

campaign, and may modify campaign displays, provide jurisdiction-specific disclosures, restrict fundraising by jurisdiction, and suspend any campaign that lacks information required for such disclosures. The availability of fundraising features is restricted to qualifying Organizers at applicable paid subscription tiers, as described in the applicable Offer.

12. Volunteer Event Liability; Assumption of Risk; Release. PARTICIPATION IN VOLUNTEER ACTIVITIES, COMMUNITY EVENTS, SPORTS-RELATED EVENTS, OUTDOOR ACTIVITIES, CHARITABLE INITIATIVES, AND OTHER EVENTS LISTED ON THE PLATFORM INVOLVES INHERENT AND UNAVOIDABLE RISKS, INCLUDING SERIOUS INJURY, ILLNESS, AND DEATH. THIS SECTION 12 CONTAINS A WAIVER OF YOUR RIGHT TO SUE JOY DEALER FOR INJURIES OR LOSSES YOU MAY SUFFER. PLEASE READ IT CAREFULLY.

12.1 Inherent Risks. By using the Platform and participating in any Event, you acknowledge and agree that participation in Events involves inherent risks, including: (a) physical injury, illness, exposure, dehydration, exhaustion, falls, sprains, fractures, concussions, and other bodily harm; (b) transportation-related risks, including travel to and from the Event by any mode; (c) weather-related risks, including extreme heat, cold, storms, lightning, flooding, and natural disasters; (d) risks arising from the condition of venues, facilities, equipment, and surfaces; (e) risks arising from the conduct of other Volunteers, Organizers, staff, sponsors, beneficiaries, spectators, or members of the public, including negligent, reckless, or criminal acts; (f) risks of communicable disease, including transmission of viral, bacterial, fungal, or other pathogens; (g) risks arising from physical exertion, athletic activity, or contact with sports equipment; (h) risks related to food, drink, or substances provided by Organizers or third parties; (i) risks of property loss, damage, or theft; and (j) risks of medical emergencies and delayed access to medical care.

12.2 Assumption of Risk. You expressly and knowingly assume all risks of participating in any Event, whether such risks are known or unknown, foreseeable or unforeseeable, and including any risks arising from the negligence of JOY DEALER, the Company Entities, the Organizer, sponsors, venues, vendors, other Volunteers, and other Users, to the fullest extent permitted by law.

12.3 Release and Waiver. To the fullest extent permitted by law, you hereby irrevocably release, waive, discharge, and covenant not to sue JOY DEALER and the Company Entities from any and all claims, demands, damages, liabilities, causes of action, costs, and expenses (including reasonable attorneys' fees) of any kind, whether in contract, tort (including negligence), statute, or otherwise, and whether known or unknown, suspected or unsuspected, arising out of or related to: (a) your participation in any Event (including pre-Event, during-Event, and post-Event activities and travel); (b) any injury, illness, damage, or loss suffered by you, your guests, or your property; (c) the acts or omissions of any Organizer, sponsor, venue, vendor, or other User; (d) any criminal, tortious, or wrongful conduct by any third party; (e) any medical or emergency-response decision or delay; and (f) any communication, information, listing, or representation made through the Platform.

12.4 Medical Authorization. You authorize JOY DEALER and the Organizer to obtain emergency medical treatment for you in the event of injury or illness during an Event when you are unable to consent, and you agree to bear all costs of any such treatment. You represent that you are in sufficient physical and mental condition to participate in the Events for which you register, and that you have consulted a qualified healthcare professional regarding any pre-existing condition before participating.

12.5 Minors. If you are the parent or legal guardian of a minor who participates in an Event, you accept these Terms on behalf of the minor and you make the assumptions of risk and releases set forth in this Section on the minor's behalf, to the fullest extent permitted by law. You understand that additional written waivers and consent forms may be required by Organizers and that you remain responsible for the supervision of the minor at all times unless the Organizer has expressly assumed such supervision in writing.

12.6 Insurance. JOY DEALER does not provide accident, health, life, disability, property, automobile, or other insurance coverage for Volunteers, Organizers, or Events. You are solely responsible for obtaining any insurance you deem necessary or appropriate to cover the risks of your participation.

12.7 No Background Checks Unless Expressly Stated. JOY DEALER does not conduct criminal-background checks, sex-offender-registry checks, identity verification, employment verification, motor-vehicle-record checks, or similar screening of Volunteers or Organizers, unless expressly stated otherwise in writing for a specific feature, partnership, or Event. The absence of any indication of past wrongdoing on the Platform is not a representation that any User has been screened. Organizers are responsible for determining what background checks (if any) are appropriate or legally required for their Events and for conducting or commissioning such checks.

13. Photography, Recording, Name/Image/Likeness, and Publicity Release.

13.1 Consent to Photography and Recording. By participating in any Event or using the Platform, you acknowledge that you and your activities may be photographed, video-recorded, audio-recorded, livestreamed, or otherwise captured by JOY DEALER, the Organizer, sponsors, leagues, brand partners, other Volunteers, members of the press, or members of the public. You consent to such recording and to JOY DEALER's, the Organizer's, and their respective partners' use of such recordings, images, footage, and audio.

13.2 Grant of Rights. You hereby grant JOY DEALER and the Company Entities, and their successors, licensees, partners, and assigns, an irrevocable, perpetual, worldwide, royalty-free, fully paid-up, sublicensable, and transferable right and license to use, reuse, reproduce, edit, modify, distribute, publicly display, publicly perform, broadcast, transmit, and create derivative works from your name, voice, photograph, image, video, likeness, signature, biographical information, statistics, performance data, social media handles, and other indicia of identity (collectively, your "NIL"), in any and all media now known or hereafter developed, for any

purpose relating to: (a) the operation, promotion, advertising, marketing, and improvement of the Platform; (b) recognition of your participation and Rankings; (c) commemorative or historical recaps of Events; (d) partnership materials with sponsors, leagues, brands, nonprofits, and other commercial partners; (e) press, public-relations, and editorial use; and (f) any other lawful purpose. You waive any right of approval over the final product and any compensation for such use.

13.3 No Endorsement Implied. Use of your NIL as described above does not imply your personal endorsement of any specific product, service, or sponsor. If JOY DEALER seeks to use your NIL in a manner that constitutes a personal endorsement (e.g., a specific testimonial advertisement for a product), JOY DEALER will obtain your separate written consent.

13.4 Minors. If you are a parent or legal guardian, you grant the foregoing license on behalf of any minor in your custody who participates in an Event. Organizers are responsible for obtaining additional written, signed NIL releases from parents or legal guardians of minors as required by applicable law and the specific nature of the Event.

13.5 Third-Party Releases. If you upload, provide, or otherwise make available Content depicting other individuals, you represent and warrant that you have obtained all necessary releases, consents, permissions, and authorizations from each such individual (and, for minors, from a parent or legal guardian), or otherwise have the legal right to authorize JOY DEALER to use such Content as contemplated by these Terms.

14. Chat, Messaging, and Community Features. The Platform may include chat, direct-message, group-message, in-app announcement, comment, and community-discussion features (collectively, “Community Features”).

14.1 Community Guidelines. Your use of Community Features is governed by these Terms and any Community Guidelines we publish. You are prohibited from using Community Features to engage in or transmit:

- harassment, bullying, intimidation, threats, stalking, doxxing, or unwanted contact of any User;
- hate speech, slurs, or content promoting violence or discrimination on the basis of race, ethnicity, national origin, religion, sex, gender identity, sexual orientation, age, disability, or any other protected status;
- sexually explicit content, content sexualizing or grooming minors, or content that exploits or endangers children;
- fraud, scams, phishing, false impersonation, or solicitation of personal or financial information;
- unauthorized commercial solicitation, spam, unsolicited advertising, multi-level marketing, or solicitation of competing platforms;
- content that infringes intellectual property or violates publicity or privacy rights; ● content depicting or facilitating illegal activity, including the sale of regulated goods or services;
- malicious code, viruses, or links intended to harm devices or accounts; or ●

any content that JOY DEALER, in its sole discretion, deems objectionable.

14.2 Moderation; No Obligation. JOY DEALER may, but is not obligated to, monitor, screen, edit, remove, suspend, or take other action with respect to any communication transmitted through Community Features, in its sole discretion. JOY DEALER does not endorse, verify, or assume responsibility for any communication, and disclaims all liability for User-to-User communications and any resulting harm.

14.3 Reporting. You may report violations of these Terms or the Community Guidelines through the in-app reporting tool. JOY DEALER will review reports as it deems appropriate and take such action (or no action) as it determines in its sole discretion.

14.4 Privacy of Communications. Communications transmitted through Community Features are not confidential or private as against JOY DEALER. JOY DEALER may access, review, store, and disclose such communications as described in our Privacy Policy and as required by law.

15. Our Content and Intellectual Property. The Platform and all Content, software, code, designs, graphics, user interfaces, look-and-feel, illustrations, photographs, audio, video, text, layout, organization, compilations, methods, processes, technologies, trademarks, service marks, trade dress, logos, and other materials made available on or through the Platform that are not User Content (collectively, our “**Materials**”) are owned by or licensed to JOY DEALER and are protected by United States and international intellectual-property laws. All rights not expressly granted in these Terms are reserved by JOY DEALER and its licensors.

15.1 Limited License to Users. Subject to your compliance with these Terms, JOY DEALER grants you a limited, personal, revocable, non-exclusive, non-sublicensable, non-transferable license to download, install, and use the Platform on a mobile device that you own or control, solely for your personal (and, for Organizers, internal business) use to access the Platform’s features. This license does not include any right to: (a) resell, distribute, or commercially exploit the Platform or any Materials; (b) modify, translate, or create derivative works; (c) reverse engineer, decompile, disassemble, or attempt to derive source code (except to the extent that such restriction is prohibited by law); (d) remove or alter proprietary notices; (e) use the Platform for any benchmarking, competitive-analysis, or competitive-product-development purpose; or (f) use any data-mining, robots, or similar tools to extract data.

15.2 Trademarks. “JOY DEALER” and the JOY DEALER logos and design marks are trademarks of JOY DEALER LLC. Other names, marks, logos, and trade dress appearing on the Platform are the property of their respective owners. Nothing in these Terms grants any license or right to use any trademark without the prior written consent of JOY DEALER or the applicable owner.

16. Feedback. If you provide JOY DEALER with any suggestions, comments, ideas, improvements, or other feedback (“**Feedback**”) regarding the Platform, you hereby grant JOY

DEALER an irrevocable, perpetual, worldwide, royalty-free, fully paid-up, sublicensable, and transferable license to use, modify, exploit, and commercialize such Feedback for any purpose, without restriction or compensation to you.

17. Third-Party Services and Integrations. The Platform may integrate with, link to, or rely on services, technologies, or content provided by third parties (“**Third-Party Services**”), including: payment processors; identity and authentication providers; analytics and attribution providers; advertising and marketing partners; mapping, geolocation, and routing services; cloud hosting and infrastructure providers; push-notification providers; SMS and email service providers; social-media platforms; nonprofit databases; educational or training-content providers; sports-data providers; and other technology partners.

17.1 No Endorsement; No Liability. JOY DEALER does not control, endorse, warrant, or assume responsibility for any Third-Party Service or for any content, products, services, advertising, or other materials available through any Third-Party Service. Your access to and use of any Third-Party Service is at your own risk and is subject to that third party’s terms of service and privacy policy.

17.2 Linked Sites and Apps. The Platform may contain links to third-party websites, mobile applications, or properties. Such links are provided as a convenience and do not constitute an endorsement. JOY DEALER is not responsible for the content, accuracy, security, or practices of any third-party site or app, and you are encouraged to review their terms and privacy policies.

17.3 Third-Party Cookies, Pixels, and SDKs. The Platform may incorporate cookies, pixels, software development kits (SDKs), and other tracking technologies operated by third parties, as described in our Cookie Policy and Targeted Ads Preferences. By using the Platform, you consent to such use to the extent permitted by applicable law.

18. Mobile Application; Apple and Google App Store Provisions.

18.1 Mobile Application License. Subject to these Terms, JOY DEALER grants you a personal, limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the JOY DEALER mobile application (the “**App**”) on a mobile device you own or control, solely for your personal (and, for Organizers, internal business) use. The App is licensed, not sold, to you.

18.2 Mobile Permissions. The App may request permissions to access certain device features, including: (a) camera and photo library, to upload Event photographs and User Content; (b) location services (GPS), to display nearby Events, verify Event attendance, and improve search relevance; (c) push notifications, to deliver Event reminders, Joy Points updates, organizer announcements, and other operational and marketing messages; (d) contacts, to enable friend and referral features (only if you opt in); (e) microphone, for video recording and voice-message features; (f) calendar, to add Events to your calendar; and (g) Bluetooth or motion sensors, for proximity-based check-in or activity features. You may grant or revoke these permissions in your device settings. Disabling certain permissions may impair the App’s functionality.

18.3 Push Notifications and Communications. By installing the App and enabling push notifications, you consent to receive operational, transactional, and (where you have opted in) promotional push notifications. By providing your mobile phone number and consenting to SMS/MMS, you consent to receive transactional and (where you have opted in) marketing text messages from JOY DEALER and our service providers, which may use automated dialing technology. Message and data rates may apply. You may opt out of promotional notifications and texts at any time as described in the App or by replying STOP. Your consent to marketing communications is not a condition of using the App.

18.4 Updates. We may automatically update the App at any time to improve performance, fix bugs, address security, or add or change features. If you do not install updates, you may be unable to continue using all or part of the App.

18.5 Apple App Store EULA Terms. The following terms apply if you obtained the App from the Apple App Store:

- These Terms are between you and JOY DEALER only, and not with Apple Inc. (“**Apple**”). Apple is not responsible for the App or its content.
- Apple has no obligation to provide any maintenance and support services with respect to the App. To the maximum extent permitted by law, Apple has no warranty obligation with respect to the App.
- JOY DEALER, and not Apple, is responsible for addressing any product liability, intellectual-property infringement, consumer protection, or other claims relating to the App.
- JOY DEALER, and not Apple, is responsible for the investigation, defense, settlement, and discharge of any third-party claim that the App or your use of the App infringes third-party intellectual property rights.
- You represent and warrant that you are not located in any country subject to a U.S. Government embargo or designated by the U.S. Government as a “terrorist supporting” country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.
- Apple and Apple’s subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you.
- The App must be used in compliance with the Apple App Store Usage Rules and Apple Media Services Terms and Conditions.

18.6 Google Play Terms. If you obtained the App from Google Play, your use of the App is also subject to the Google Play Terms of Service. JOY DEALER, and not Google, is solely responsible for the App and its content.

18.7 Other App Marketplaces. If you obtain the App from any other authorized marketplace, your use is additionally subject to that marketplace’s terms, and that marketplace will be a third-party beneficiary of these Terms to the extent provided by its developer agreement.

18.8 App Store Requirements for Fundraising Features. Where the App includes fundraising features through which Users may make charitable contributions, such features may be subject to additional requirements imposed by Apple, Google, or other app marketplace operators. JOY DEALER may modify, restrict, disable, or remove fundraising or donation functionality in the App as necessary to comply with applicable app store rules, nonprofit verification requirements, charitable solicitation laws, payment-processing requirements, or Platform policy. Organizers are solely responsible for ensuring that their fundraising campaigns comply with all applicable laws, app store requirements, payment-processing requirements, and Platform policies. No Organizer is entitled to activation or continued availability of fundraising or donation functionality unless JOY DEALER determines that the applicable campaign, Organizer, payment flow, disclosures, app-store requirements, payment-processor requirements, and legal requirements have been satisfied.

19. Platform-Only Disclaimers. You acknowledge and agree that JOY DEALER operates a technology platform and, in connection with certain fundraising campaigns, may act as a Professional Solicitor on behalf of the applicable Organizer. Without limiting any other provision of these Terms:

- JOY DEALER is not an employer of, and does not employ, supervise, direct, or control any Volunteer, Organizer, or Event participant. Volunteers are not employees, agents, or contractors of JOY DEALER.
- JOY DEALER is not the organizer, host, sponsor, promoter, owner, lessee, or operator of any Event, venue, or activity unless expressly stated in writing.
- JOY DEALER does not supervise, manage, direct, control, or oversee any Event, Organizer, Volunteer, sponsor, venue, vendor, or other participant.
- JOY DEALER does not certify, verify, or guarantee the identity, qualifications, credentials, character, fitness, criminal background, immigration status, eligibility, or motives of any Volunteer or Organizer.
- JOY DEALER does not guarantee the legitimacy, nonprofit status, tax-exempt status, registration, licensure, accreditation, or affiliation of any Organizer.
- JOY DEALER does not guarantee that any Event will take place, be safe, be lawful, be insured, comply with the Americans with Disabilities Act or other accessibility laws, or proceed as advertised.
- JOY DEALER does not guarantee the accuracy, completeness, timeliness, or reliability of any User Content, Event listing, prize offer, sponsor representation, ranking, or other information on the Platform.
- JOY DEALER does not provide medical, legal, tax, financial, investment, accounting, or other professional advice.
- JOY DEALER does not verify volunteer hours, certify service for school, court-ordered, or governmental purposes, or otherwise vouch for any User's participation, unless expressly stated in writing.
- JOY DEALER does not receive any portion of charitable contributions, does not receive charitable contributions into any JOY DEALER account, and does not hold, control, or administer donated funds. JOY DEALER is not the legal recipient of any donation for

tax, accounting, regulatory, or any other purpose, and is never the charitable beneficiary of any fundraising campaign.

- Where JOY DEALER acts as a Professional Solicitor in connection with a fundraising campaign, its role is governed by the separate written Professional Solicitor Agreement between JOY DEALER and the applicable Organizer, as described in Section 6.9. JOY DEALER does not determine the Organizer's ultimate use or expenditure of donated funds and does not guarantee any Organizer's compliance with applicable law, the accuracy of any Organizer representation, the deductibility of any contribution, or any fundraising result.
- The Organizer, and not JOY DEALER, is responsible for donor acknowledgments and tax substantiation to the extent required by applicable law. Any transaction confirmation generated by the Platform is a record of the transaction only and does not constitute a charitable tax receipt or acknowledgment issued by JOY DEALER.
- Joy Points may be awarded based on Volunteer participation, attendance at Events, completion of volunteer activities, referrals, engagement with the Platform, achievement of milestones, and other non-monetary activities determined by JOY DEALER from time to time. The methodology, ratios, multipliers, and eligibility criteria for earning Joy Points are determined and modified by JOY DEALER in its sole discretion.
- JOY DEALER does not guarantee that Joy Points, Rankings, Rewards, or prizes will be available, fulfilled, or honored.
- JOY DEALER does not investigate, mediate, or resolve disputes between Users, between Users and Organizers, or between Users and third parties, except in its sole discretion.

20. Reservation of Rights. JOY DEALER reserves the right, at any time, in its sole discretion, with or without notice, and without liability to any User, to:

- remove, edit, decline, or unpublish any Event listing, User Content, or other communication;
- suspend, deactivate, restrict, ban, or terminate any Account (Volunteer or Organizer); ● remove, recalculate, reduce, freeze, suspend, or revoke any Joy Points, Rankings, badges, levels, or other recognition;
- modify, alter, or discontinue any Reward, prize, promotional offer, or sweepstakes; ● investigate suspected fraud, manipulation, abuse, harassment, or other violations of these Terms;
- cooperate with law enforcement, regulators, or other authorities, including by disclosing User information as permitted by applicable law and our Privacy Policy;
- modify, suspend, or discontinue all or any portion of the Platform (including specific features or geographic availability);
- impose limits, quotas, or eligibility criteria on use of the Platform;
- require additional verification, documentation, or representations from Users;
- approve or reject any Organizer or fundraising campaign;
- request documentation and verify charitable, tax-exempt, registration, exemption, payment account, authority, or campaign status;
- require campaign information, donor-facing disclosures, or legally mandated solicitation

- disclosures;
- restrict fundraising by jurisdiction, Organizer, campaign type, subscription tier, app-store requirement, payment-processor requirement, or Platform policy;
- suspend, restrict, disable, modify, or remove fundraising or donation functionality or any campaign;
- correct, or require an Organizer to correct, inaccurate, incomplete, or misleading campaign information;
- cooperate with regulators, law enforcement, app marketplaces, and payment processors; and
- take any other action JOY DEALER reasonably believes is necessary or appropriate for legal compliance or to protect the Platform, its Users, its partners, the public, or JOY DEALER's interests.

Without limiting the foregoing, JOY DEALER has no obligation to provide notice or reason for any action taken under this Section 20, and JOY DEALER will have no liability to you or any third party for any such action.

21. Term and Termination.

21.1 Term. These Terms commence on the date you first access or use the Platform and continue in effect until terminated as set forth herein.

21.2 Termination by You. You may terminate these Terms at any time by deleting your Account through the App settings or by contacting customer support at support@joydealer.com. Deletion will be effective in accordance with our deactivation procedures and applicable law.

21.3 Termination by JOY DEALER. JOY DEALER may terminate these Terms or your Account at any time, with or without cause, with or without notice, and in its sole discretion. Without limiting the foregoing, JOY DEALER may suspend or terminate your Account immediately if it determines, in its sole discretion, that you have violated these Terms or applicable law, or that termination is necessary to protect the Platform, other Users, or third parties.

21.4 Effect of Termination. Upon termination: (a) your right to access and use the Platform will cease immediately; (b) all Joy Points, Rankings, badges, and other in-Platform recognition will be forfeit; (c) JOY DEALER may retain or delete your data in accordance with our Privacy Policy and applicable law; (d) you remain liable for all obligations accrued prior to termination, including any unpaid fees; and (e) all provisions of these Terms that by their nature should survive (including ownership, indemnification, disclaimers, limitations of liability, dispute resolution, and miscellaneous) will survive termination.

22. Indemnification. To the fullest extent permitted by law, you will defend, indemnify, and hold harmless JOY DEALER and its officers, directors, employees, contractors, agents, consultants, affiliates, subsidiaries, licensors, partners, sponsors, and representatives (collectively,

the “**Company Entities**”) from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liabilities, settlements, judgments, fines, penalties, costs, and expenses (including reasonable attorneys’ fees and costs of investigation) arising out of or related to: (a) your access to or use of the Platform; (b) your User Content; (c) your participation in any Event (including any injury, death, property damage, or harm to you, your guests, or third parties); (d) if you are an Organizer, any of your Events, sponsorships, prizes, Rewards, fundraising campaigns, campaign information, donation processing, charitable solicitations, charitable solicitation registrations or exemptions, donor communications, donor disclosures, tax receipts, tax substantiation, payment processor activity, refunds, chargebacks, reversals, use of donated funds, or Organizer-related activities; (e) your breach of these Terms or any representation, warranty, or agreement herein; (f) your violation of any law, regulation, or third-party right (including intellectual-property, publicity, privacy, and consumer-protection rights); and (g) any dispute between you and any other User, Organizer, sponsor, or third party. JOY DEALER reserves the right, at its expense, to assume the exclusive defense and control of any matter subject to indemnification by you (without limiting your indemnification obligations), and you agree to cooperate with such defense. This indemnification does not apply to the extent a claim arises solely from JOY DEALER’s gross negligence, willful misconduct, or knowing violation of law. YOU REPRESENT THAT YOU HAVE INDEPENDENTLY EVALUATED THE PLATFORM AND THE EVENTS AND ACTIVITIES IT MAKES AVAILABLE, AND YOU AGREE TO MAINTAIN YOUR OWN INSURANCE COVERING THE RISKS ASSOCIATED WITH YOUR USE OF THE PLATFORM AND PARTICIPATION IN EVENTS.

23. Disclaimers; No Warranties. THE PLATFORM, INCLUDING ALL FEATURES, FUNCTIONALITY, CONTENT, USER CONTENT, EVENTS, PRIZES, REWARDS, RANKINGS, JOY POINTS, MAPS, NOTIFICATIONS, AND THIRD-PARTY SERVICES MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE PLATFORM, IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JOY DEALER AND THE COMPANY ENTITIES DISCLAIM ALL WARRANTIES OF EVERY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT.

JOY DEALER MAKES NO WARRANTY THAT: (A) THE PLATFORM WILL MEET YOUR REQUIREMENTS; (B) THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR-FREE; (C) DEFECTS WILL BE CORRECTED; (D) THE PLATFORM IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (E) ANY EVENT, ORGANIZER, VOLUNTEER, PRIZE, REWARD, RANKING, OR USER CONTENT WILL BE AS DESCRIBED, AVAILABLE, SAFE, LAWFUL, OR FREE FROM HARM; OR (F) ANY DATA OR COMMUNICATIONS WILL BE SECURE.

NO ADVICE OR INFORMATION OBTAINED FROM JOY DEALER OR THROUGH THE PLATFORM CREATES ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK.

24. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL JOY DEALER OR THE COMPANY ENTITIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, REPUTATION, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATED TO THE PLATFORM, ANY EVENT, ANY ORGANIZER, ANY VOLUNTEER, ANY USER CONTENT, ANY PRIZE OR REWARD, ANY THIRD-PARTY SERVICE, OR THESE TERMS, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT JOY DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF JOY DEALER AND THE COMPANY ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THE PLATFORM OR THESE TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, WILL NOT EXCEED THE GREATER OF: (A) THE TOTAL AMOUNTS ACTUALLY PAID BY YOU TO JOY DEALER FOR PAID SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) ONE HUNDRED U.S. DOLLARS (US\$100.00). MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMIT, AND ALL CLAIMS ARISING FROM THE SAME OR RELATED FACTS WILL BE TREATED AS A SINGLE CLAIM.

Each provision of these Terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended to and does allocate risks between the parties. This allocation is an essential element of the bargain, and each provision is severable and independent. The limitations apply even if any limited remedy fails of its essential purpose.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation of certain damages. To the extent such jurisdiction's law applies to you, some or all of the above exclusions and limitations may not apply, and you may have additional rights.

25. Dispute Resolution; Binding Arbitration; Class Action Waiver. THIS SECTION 25 CONTAINS A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER. PLEASE READ CAREFULLY. EXCEPT FOR DISPUTES SUBJECT TO THE EXCEPTIONS BELOW, YOU AND JOY DEALER AGREE THAT ANY DISPUTE ARISING OUT OF OR RELATED TO THESE TERMS OR THE PLATFORM WILL BE RESOLVED EXCLUSIVELY THROUGH BINDING INDIVIDUAL ARBITRATION, AND YOU AND JOY DEALER ARE EACH WAIVING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION.

25.1 Scope. This agreement to arbitrate covers all disputes, claims, and controversies arising out of or relating to these Terms, the Platform, the Services, any Event, any User Content, any prize or Reward, any communication, or any aspect of your relationship with JOY DEALER, whether

based on contract, tort (including negligence), statute, fraud, misrepresentation, or any other legal theory.

25.2 Exceptions. This Section 25 does not require arbitration of: (a) individual claims in small-claims court (provided that all disputes for amounts of \$8,000.00 or less must first be submitted to non-binding mediation in Miami-Dade County, Florida administered by JAMS); (b) enforcement actions before federal, state, or local agencies; (c) requests for injunctive or equitable relief in aid of arbitration; or (d) intellectual-property infringement claims filed in a court of law.

25.3 Opt-Out. You may opt out of this arbitration provision within thirty (30) days after the date you first agreed to these Terms by sending written notice to JOY DEALER LLC, 1390 S. Dixie Highway, Suite 1200, Miami, FL 33146, specifying your full legal name, the email address associated with your Account, and a clear statement that you wish to opt out of arbitration (“**Opt-Out Notice**”). An Opt-Out Notice is effective only as to the original recipient and the original agreement to arbitrate.

25.4 Arbitrator and Rules. Any arbitration will be governed by the Federal Arbitration Act and administered by the American Arbitration Association (“**AAA**”) under its Consumer Arbitration Rules or Commercial Arbitration Rules, as applicable, as modified by these Terms. The AAA’s rules and forms are available at www.adr.org. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this arbitration agreement.

25.5 Mandatory Informal Pre-Suit Resolution. Before commencing arbitration, a party must send written notice of the dispute to the other party (“**Notice**”), by certified U.S. Mail or Federal Express (signature required) to JOY DEALER LLC, 1390 S. Dixie Highway, Suite 1200, Miami, FL 33146, including: the claimant’s full name, address, telephone numbers, the nature and basis of the claim, and the specific relief sought. The parties will engage in good-faith efforts to resolve the dispute for at least sixty (60) days before any arbitration may be commenced. The statute of limitations and any filing-fee deadlines are tolled during this informal process. Compliance with this Section is a condition precedent to commencing arbitration.

25.6 Arbitration Process. Arbitration will be confidential. Settlement-offer information will not be disclosed to the arbitrator until after a final decision. Any hearing will take place in Miami-Dade County, Florida, or, for claims of \$10,000 or less, at your election: (a) solely on documents; (b) by telephone; or (c) in person in your county of residence. The arbitrator will issue a reasoned written decision.

25.7 Fees. If you commence arbitration in accordance with these Terms, JOY DEALER will reimburse your filing fee unless your claim is for more than \$10,000, in which case fees will be governed by the AAA Rules. If the arbitrator finds your claim to be frivolous, fees will be governed by the AAA Rules, and you agree to reimburse JOY DEALER for any fees we previously paid that are your obligation.

25.8 Class Action Waiver. YOU AND JOY DEALER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. UNLESS BOTH YOU AND JOY DEALER AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN CLAIMS OF MORE THAN ONE PERSON AND MAY NOT PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS PROCEEDING. IF THIS CLASS ACTION WAIVER IS FOUND UNENFORCEABLE, THEN THE ENTIRETY OF THIS SECTION 25 WILL BE NULL AND VOID, BUT THE REMAINDER OF THESE TERMS WILL REMAIN IN EFFECT.

25.9 Future Modifications. If JOY DEALER makes any future material change to this Section 25 (other than a change of address for Notice), you may reject the change by sending written notice within thirty (30) days of the change, in which case your Account will terminate and this Section as in effect immediately prior to the rejected change will survive.

26. Miscellaneous.

26.1 Governing Law and Venue. These Terms are governed by the laws of the State of Florida, without regard to its conflict-of-laws principles. Subject to Section 25, you and JOY DEALER submit to the personal and exclusive jurisdiction of the state and federal courts located in Miami-Dade County, Florida for any action not subject to arbitration.

26.2 Statute of Limitations. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Platform or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

26.3 Entire Agreement; Severability; Waiver. These Terms, together with the Privacy Policy, Cookie Policy, and other Additional Terms, constitute the entire agreement between you and JOY DEALER regarding the Platform and supersede all prior agreements. If any provision is held unenforceable, that provision will be enforced to the greatest extent permitted, and the remaining provisions will remain in full force. Our failure to enforce any right or provision will not be a waiver of such right or provision.

26.4 Assignment. You may not assign or transfer these Terms or your rights hereunder, by operation of law or otherwise, without our prior written consent. JOY DEALER may assign these Terms at any time without notice or consent.

26.5 No Third-Party Beneficiaries. Except as expressly stated in these Terms (including the third party-beneficiary rights of Apple in Section 18 and the indemnified parties in Sections 6.6 and 22), these Terms do not confer any rights on any third party.

26.6 Force Majeure. JOY DEALER will not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including acts of God, natural disasters, fire,

flood, pandemic, epidemic, government action, war, terrorism, civil unrest, labor disputes, internet or hosting failures, cyberattacks, power outages, supply-chain disruptions, or failures of third-party service providers.

26.7 Notices; Electronic Communications. By using the Platform, you consent to receive notices, agreements, disclosures, and other communications electronically, including by in-App message, push notification, SMS (where you have consented), and email. Notices to you may be provided to the contact information on file for your Account. Notices to JOY DEALER must be sent to: JOY DEALER LLC, 1390 S. Dixie Highway, Suite 1200, Miami, FL 33146, with a copy by email to support@joydealer.com.

26.8 International Use. The Platform is hosted in and intended for users located within the United States. We make no representation that the Platform is appropriate or available outside the United States. Access from countries where such access is illegal is prohibited.

26.9 Government End Users. If you are a U.S. government end user, the Platform is a “Commercial Item” as defined at 48 C.F.R. § 2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” and is provided with only those rights set forth in these Terms.

26.10 Export Compliance. You agree to comply with all applicable U.S. and foreign export-control and trade-sanctions laws in your use of the Platform.

26.11 No Support. JOY DEALER is under no obligation to provide support for the Platform and may discontinue or modify support at any time.

26.12 Notice to California Residents. Under California Civil Code Section 1789.3, California residents may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

26.13 Headings; Interpretation. Section headings are for convenience only and do not affect interpretation. The word “including” means “including without limitation.” **26.14 Contact.**

JOY DEALER LLC
1390 S. Dixie Highway, Suite 1200
Miami, FL 33146
Email: support@joydealer.com