



# Wingspan Group, Inc. Website Terms of Use

Effective Date: December 12, 2023

These are the Terms of Use for the Wingspan Group, Inc website. (“**Wingspan**”). These Terms apply when you visit our Site at [wingspanscouting.com](https://wingspanscouting.com) (our “**Site**”), attend an event, or otherwise interact with us. These Terms, the Wingspan Subscription Terms and Conditions, and the [Privacy Notice](#) constitute the entire agreement between you and Wingspan, superseding any prior agreements between you and Wingspan.

## Your Responsibilities

Please be aware that these Terms constitute a binding legal agreement between you and Wingspan. You agree you are responsible for your use of our Site and your interactions with us and any resulting consequences. You may use our Site and interact with us only in compliance with these Terms and all applicable laws. Your use of our Services constitutes your acceptance of these Terms and our Privacy Notice.

When using certain Wingspan services, you may be subject to any additional terms that are otherwise made available from time to time.

## Age Requirements

By accepting these Terms through your use of our Site or interacting with us, you certify that you are at least 18 years of age or are at least 13 years of age and are under the supervision of a parent or legal guardian that will be bound to these Terms on your behalf. If you are under the age of 13, you are not permitted to use our Site. If you are a parent or legal guardian who has agreed to be bound by these Terms on behalf of a child between the ages of 13 and 18, you agree to be fully responsible for such child’s use of the Site or their interactions with Wingspan, including all financial charges and legal liability that such child may incur. You should refer to the Privacy Notice for more information on children’s privacy.

## Your Representations & Warranties to Wingspan

By using our Services, you represent, warrant, and agree:

1. You meet all age and eligibility requirements expressed in these Terms;
2. You will only use our Site for lawful purposes, and will not use our Site for sending, storing, or distributing any unlawful material or for fraudulent purposes;
3. You will not use our Site to cause nuisance, annoyance or inconvenience;



4. You will not impair or harm the proper operation of our Site;
5. You will not copy, or distribute any content contained within our Site without written permission from Wingspan;
6. You will only use our Site for your own use and will not resell any aspect of our Site to a third party;
7. You own or control all rights in and to any information or property shared with us;
8. You will provide us with whatever proof of identity we may reasonably request;
9. You have not previously been suspended or removed from our Site; and
10. Your use of our Site complies with applicable laws and regulations.

### **Access and Conditions of Use**

You may use our Site and interact with us only for lawful purposes and in accordance with these Terms. You agree:

1. You will not violate any applicable federal, state, local, or international law or regulation;
2. You will not exploit or harm minors;
3. You will not transmit any advertising or spam material;
4. You will not impersonate Wingspan or any person or entity associated with Wingspan; and
5. You will not engage in any conduct that challenges anyone's use or enjoyment of the Site.

Additionally, you agree:

1. You will not use any device, software, or routine that interferes with the proper working of the Site, or introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
2. You will not attempt to gain unauthorized access to the Site; and
3. You will not attempt to attack or interfere with the proper working of the Site.

Wingspan reserves the right to temporarily or permanently modify or discontinue our Site with or without notice. Wingspan reserves the right to investigate and take appropriate legal action against anyone who violates these Terms.

### **Intellectual Property**

**Service content, Software and Trademarks.** You acknowledge and agree that our Site may contain content or features (“**Site content**”) that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Wingspan, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on our Site or Site content, in whole or in part, except that the foregoing does not apply to your own feedback that you legally upload to our Site. You may not access our Site through robots, scraping tools or similar data-gathering or extraction methods.



The Wingspan name and logos are trademarks and service marks of Wingspan (collectively the “**Wingspan Trademarks**”). Other company, product, and service names and logos used and displayed via our Site may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Wingspan. Nothing in these Terms or in our Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Wingspan Trademarks displayed through our Site, without our prior written permission in each instance. All goodwill generated from the use of Wingspan Trademarks will inure to our exclusive benefit.

**Third-Party Material.** Under no circumstances will Wingspan be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Wingspan does not have a duty to pre-screen content, but that Wingspan and its designees will have the right in their sole discretion to refuse or remove any content that is available via our Site. This includes the right to remove any content that violates these Terms or is deemed by Wingspan to be objectionable. You agree that you must evaluate and bear all risks associated with the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

**Feedback Transmitted Through Our Services.** You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, and other information about our Services (“**feedback**”), provided by you to Wingspan is non-confidential, and Wingspan will be entitled to the unrestricted use and dissemination of this feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that Wingspan may preserve content and may also disclose feedback or content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Wingspan, its users and the public. You understand that the technical processing and transmission of our Site, including your content, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

### **Third-Party Websites**

Our Site may provide links or other access to other third party sites and resources on the Internet. Wingspan has no control over such sites and resources and Wingspan is not responsible for and does not endorse such sites and resources.

### **Communications**



As part of your use of our Services, you consent to receive electronic notifications from Wingspan. You may opt-out of receiving certain notifications in association with our Services by completing the opt-out process provided in each email message. By opting-out, you understand that we may not be able to communicate certain information to you. Please note we may still contact you regarding certain Services announcements or notifications even if you have opted-out from other messages.

### **Third-Party Advertising & Marketing**

Wingspan may employ third-party advertising and marketing to deliver ads, information, and other promotions to you, both through our Site and other mechanisms. By agreeing to our Terms, you agree to receive such advertising and marketing from Wingspan and our partners. If you do not wish to receive such advertising, you may notify us at [info@wingspanscouting.com](mailto:info@wingspanscouting.com). Wingspan may compile and release information regarding you and your use of our Site on an anonymous basis as part of a customer profile or similar report or analysis. It is your responsibility to take reasonable precautions in all actions and interactions with any third party you interact with through our Site.

### **Indemnity and Release**

You agree to release, indemnify, and hold harmless Wingspan, its affiliates, and its and their respective officers, employees, directors, members, and agents from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of Site and interactions with us, your violation of these Terms, or your violation of any rights of another.

### **Disclaimer of Warranties Related to our Services**

YOUR USE OF OUR SITE AND YOUR INTERACTIONS WITH US IS AT YOUR SOLE RISK. OUR SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WINGSPAN EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

WINGSPAN MAKES NO WARRANTY THAT (I) OUR SITE OR OTHER INTERACTIONS WILL MEET YOUR REQUIREMENTS, (II) OUR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SITE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH OUR SITE WILL MEET YOUR EXPECTATIONS.

### **Limitation of Liability**



YOU EXPRESSLY UNDERSTAND AND AGREE THAT WINGSPAN WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WINGSPAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE OUR SERVICES OR ANY CONTENT; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR CONTENT, TRANSMISSIONS, OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR SERVICES; OR (V) ANY OTHER MATTER RELATING TO OUR SERVICES OR CONTENT. IN NO EVENT WILL WINGSPAN 'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID WINGSPAN IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED U.S. DOLLARS (US \$100). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR SERVICES OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SERVICES.

### **Arbitration**

At our sole election, all disputes, claims, or controversies arising out of or relating to these Terms or our Site that are not resolved by mutual agreement may be resolved by binding arbitration to be conducted before the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. Notwithstanding the foregoing, Wingspan reserves all rights to petition any court of competent jurisdiction for the entry of injunctions and orders for specific performance relating to your unauthorized use, modification, copying, distribution, transmission, display, performance, reproduction, publication, license, creation of derivative works, transfer or sale of the content of our Services, breach of your confidentiality obligations, or any other violations of these Terms.

### **General**

**Modification.** We may modify these Terms at any time. We will post the changes on our Site with the effective date. Your continued use of our Site or continued interactions with us after the date of any such changes become effective constitutes your acceptance of these Terms.

**Governing Law.** Terms will be governed by the laws of Indiana without regard to conflict of law provisions. With respect to any disputes not subject to the dispute resolution procedures set forth above, you and Wingspan agree to submit to the personal and exclusive jurisdiction of the local courts located in Marion County and the federal courts located in the United States District



Court for the Southern District of Indiana. Wingspan may assign or transfer these Terms, in whole or in part, without restriction.

**No Waiver.** The failure of Wingspan to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

**Severability.** In case any provision of these Terms is found by a court of competent jurisdiction to be invalid, the validity, legality, and enforceability of the remaining provisions will not be affected and remain in full effect. The parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision.

**Claim Limitations.** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of the use of our Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **Contact Us**

### **Wingspan Headquarters Address:**

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