Terms and Conditions of Use

These Terms and Conditions of Use ("Agreement") are a legal agreement between you and ADJOIN, dba PATH-NOW (hereinafter referred to as “we,” “us,” or “our,” and "PATH-NOW"). PATH-NOW is the owner and developer of the PATH-NOW application (“App”) and PATH-NOW.COM website. The App and the Website are jointly referred referred to as the “Sites”).

PLEASE READ THESE TERMS, ALONG WITH OUR PRIVACY POLICY [LINK], (THE “TERMS”) FULLY AND CAREFULLY BEFORE USING AND PURCHASING FROM OUR SITES AS IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS AND OBLIGATIONS, INCLUDING LIMITATIONS OF YOUR RIGHTS AND EXCLUSIONS THAT MAY APPLY TO YOU. THESE TERMS SET FORTH LEGALLY BINDING TERMS AND CONDITIONS FOR USE OF THE SITES.

1. Acceptance **of Terms.** By browsing, using, and purchasing from the Sites, you agree to these Terms and all other operating rules, policies, and procedures that may be published from time to time on the Sites, each of which is incorporated by reference**.**
2. **Eligibility to Use the Sites.** You may use the Site only if you are eighteen (18) years or older and capable of forming a binding contract with us and are not barred from using the Sites under any applicable law. As long as you comply with these Terms, you may view and use our Sites for your personal, non-commercial purposes. No other use of the Sites is authorized. **BY CLICKING THE "I AGREE" BUTTON BELOW OR BY ACCESSING, VISITING, BROWSING, USING OR ATTEMPTING TO INTERACT WITH OR USE ANY PART OF THE PATH-NOW APP OR THE PATH-NOW WEBSITE, OR ANY PATH-NOW SERVICE OR CONTENT (COLLECTIVELY "SERVICE"), YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS OF USE. THE MOST CURRENT VERSION OF THE TERMS OF USE, WHICH SUPERSEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED BY GOING TO** [**HTTP://PATH-NOW.COM**](http://PATH-NOW.COM)**. PATH-NOW RESERVES THE RIGHT TO CHANGE THE TERMS AT ANY TIME AND WITHOUT NOTICE TO YOU.**
3. **International Users**. Our Sites are controlled, operated, and administered from our offices in San Diego, California, United States of America. We make no representation that the content, services or products (collectively the “Content”) on the Sites is appropriate or available for use at other locations outside the United States, and access to the Content is prohibited from territories where the Content available through the Sites is illegal. You may not use the Sites or export its Content in violation of United States export laws and regulations. If you access the Sites from a location outside of the United States, you are responsible for compliance with all local laws if, and to the extent, local laws are applicable. Please note that certain state laws do not allow limitations on implied warranties, other exclusions, or limitation of certain damages. If these laws apply to you, some or all of the foregoing disclaimers, exclusions or limitations may not apply to you, and you might have additional rights.
4. Privacy. When using the Sites, you shall be subject to any posted policies, guidelines or rules applicable to use of the Site and any service provided by the Site, including, but not limited to, our Privacy Policy. All such policies, guidelines and rules are hereby incorporated by reference into these Terms. Additional terms and conditions may apply to purchases of goods or services on or through the Service, which terms and conditions are made a part of this Agreement by this reference.
5. Use of the Sites. PATH-NOW grants you a limited, revocable, nonexclusive license to use the Sites solely for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You agree not to copy materials on the Sites, reverse engineer or break into the site, or use materials, products or Service in violation of any law. The use of the Sites is at the discretion of PATH-NOW and PATH-NOW may terminate your use of the Sites at any time.
6. **Updates to Our Sites.** PATH-NOW may from time to time provide enhancements or improvements to the features/functionality of the App, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates"). Updates may modify or delete certain features and/or functionalities of the App. You agree that PATH-NOW has no obligation to provide any Updates, or to continue to provide or enable any particular features and/or functionalities of the App to you. You further agree that all Updates will be deemed to constitute an integral part of the App and are subject to the Terms.
7. Compliance with Laws. You must only use the Sites for lawful purposes, and you must not use them in any way that infringes the rights of anyone else or that restricts or inhibits anyone else’s enjoyment of the Sites. You may not, without our written consent (i) copy, reproduce, use, or otherwise deal with any Content on the Sites; (ii) modify, distribute, or re-post any Content on the Sites for any purpose; or (iii) use the Content of the Sites for any commercial exploitation whatsoever. You agree to comply with all applicable laws regarding your use of the Sites..
8. Third-Party Services. We may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("Third- Party Services"). You acknowledge and agree that PATH-NOW shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. PATH-NOW does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services. Third-Party Services and links thereto are provided solely as a convenience to you and you agree to access and use them entirely at your own risk and subject to such Third-Parties' terms and conditions.
9. Return and Refund Policy. By purchasing any product or service made available through the Sites (each such purchase, a “Transaction”), you may be asked to supply certain information relevant to your Transaction including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and shipping information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT METHOD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION. By submitting such information, you grant us the right to provide such information to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction. Every transaction is subject to the Terms and the Privacy Policy. If, for any reason, you are not completely satisfied with the Transaction, you must contact us within five (5) days from the date of the Transaction to address your concern so that we can reach a resolution.
10. Ownership, Proprietary Information. You acknowledge and agree that the Services provided by PATH-NOW, and any necessary software used in connection with any Service ("Software") may contain proprietary and confidential information that is the property of PATH-NOW and its licensors and is protected by applicable intellectual property laws. No rights or title to any of the Software used in connection with any Service is provided, transferred or assigned to you by its use.
11. Trademarks. You acknowledge PATH-NOW’s exclusive rights in the PATH-NOW trademark and service mark. Trademarks, service marks, logos, and copyrighted works appearing in the Sites are the property of PATH-NOW or the party that provided such intellectual property to PATH-NOW. PATH-NOW and any party that provides intellectual property to PATH-NOW shall retain all rights with respect to any of their respective intellectual property appearing in the Sites, and no rights in such materials are transferred or assigned to you. You further acknowledge and agree that content contained in advertisements or information presented to you through the Sites or any Service or advertisers is protected by copyright, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by PATH-NOW, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or Software, in whole or in part.
12. Copyrights and Copyright Agent. If you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please provide a notice containing all of the following information to our Copyright Agent:

(a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

(b) A description of the copyrighted work that you claim has been infringed;

(c) A description of where the material that you claim is infringing is located on the Sites;

(d) Your address, telephone number, and e-mail address;

(e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

(f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for Notice of claims of copyright infringement on the Sites is Adjoin CEO, who can be reached as follows:

By Mail: 9444 Farnham Street, Suite 210 San Diego, CA 92123

By Phone: (858) 292-2024

By E-mail: wendy.forkas@adjoin.org

1. Confidentiality. Any passwords used to access the Sites are for your individual use only. You will be responsible for the security of your password(s). From time to time, PATH-NOW may require that you change your password. You are prohibited from doing any acts or using any services provided in connection with the Sites to compromise its security or tamper with any of its system, resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password crackers, rootkits, Trojan horses, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, PATH-NOW reserves the right to release your account details to system administrators at other websites and/or the authorities in order to assist them in resolving security incidents. PATH-NOW reserves the right to investigate suspected violations of this Agreement and to fully cooperate with any law enforcement authorities or court order requesting or directing PATH-NOW to disclose the identity of anyone engaged in conduct that is believed to violate this Agreement.
2. Limitations of Liability and Indemnification. YOU AGREE THAT PATH-NOW, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, LICENSEES, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF PATH-NOW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH DAMAGES WERE REASONABLY FORESEEABLE OR PATH-NOW WAS GROSSLY NEGLIGENT. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF PATH-NOW AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EXCEED THE FEES PAID BY CLIENT TO PATH-NOW FOR THE APPLICABLE SERVICE OUT OF WHICH SUCH LIABILITY AROSE. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS PATH-NOW, ITS OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, LICENSEES AND WEB HOSTING SERVICES AND THIRD PARTIES FOR ANY LOSSES, COSTS, LIABILITIES AND EXPENSES (INCLUDING BUT NOT LIMITED TO COURT COSTS, LEGAL FEES, AWARDS OR SETTLEMENTS) RELATING TO OR ARISING OUT OF YOUR USE OF THE SITES, INCLUDING ANY BREACH BY YOU OF THE TERMS CONTAINED IN THIS AGREEMENT.
3. Indemnification. You agree to defend, indemnify and hold PATH-NOW, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the “Indemnified Parties”) harmless from any breach of this Agreement by you. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of any content or information or service accessed from the Sites.
4. No Warranties. THE USE OF PATH-NOW’S APPLICATION (APP), WEBSITE AND ANY SERVICE IT PROVIDES IS AT YOUR SOLE RISK. THE APP AND WEBSITE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PATH-NOW EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PATH-NOW MAKES NO WARRANTY THAT (1) THE SERVICES WILL MEET YOUR REQUIREMENTS, (2) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (3) THE RESULTS OF USING THE SERVICES WILL BE ACCURATE OR RELIABLE, (4) THE QUALITY OF SERVICES WILL MEET YOUR EXPECTATIONS, OR (5) THAT ANY ERRORS IN THE SOFTWARE UTILIZED BY THE SERVICES WILL BE CORRECTED. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE SITES SHALL BE TO DISCONTINUE USING THE SITES.
5. Term and Termination. Notwithstanding any of these Terms, we reserve the right, without notice and in our sole discretion, for any reason or no reason, to terminate your ability to use the Sites and to block and prevent future access to and use of the Sites. You agree that we will not be liable for any termination of your use of or access to the Sites.
6. Dispute Resolution. In the event of a dispute, you or Path-Now must give the other party a Notice of Dispute, which is a written statement that sets forth the name, address, and contact information of the party giving the notice; the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute via email to: operations@path-now.org. PATH-NOW will send any Notice of Dispute to you by mail to your address if we have it, or otherwise to your email address. You and PATH-NOW agree to attempt to resolve any dispute in good faith through informal negotiation within ten (10) days from the date the Notice of Dispute. If the dispute cannot be amicably resolved by the parties, then the parties shall submit the dispute to private mediation as a prerequisite to the filing of a lawsuit. The costs of mediation shall be equally shared between the parties, with each side paying their own legal fees. In the event the dispute is not resolved through mediation and either party decides to pursue legal action in a court of law, the prevailing party in such litigation shall be fully reimbursed by the other party for all costs, including reasonable attorneys’ fees, court costs incurred in its successful prosecution or defense thereof.
7. Jurisdiction. This Agreement or any dispute arising from this Agreement is governed by the laws of the State of California, without regard to provisions of conflicts of law. Any lawsuit arising from or related to this Agreement shall be brought exclusively before the courts in the state of California, County of San Diego and you hereby consent to the jurisdiction of any such court. **YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SITES OR THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.**
8. Severability. If any part of this Agreement is found by a court of competent jurisdiction to be unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. In addition, in such event the unenforceable or invalid provision shall be deemed to be modified to the extent necessary to (i) render it valid and enforceable and (ii) give the fullest effect possible to the original intent of the provision.
9. Relationship of the Parties. Nothing contained in this Agreement or your use of the Sites shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions.
10. Submissions and Suggestions. Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided by you to PATH-NOW with respect to the Sites shall remain the sole and exclusive property of PATH-NOW. PATH-NOW shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you. Likewise, in the event that you submit or post any ideas, creative suggestions, designs, photographs, information, advertisements, data or proposals, including ideas for new or improved products, services, features, technologies or promotions, you expressly agree that such submissions will automatically be treated as non-confidential and non-proprietary and will become the sole property of PATH-NOW without any compensation or credit to you whatsoever. You agree that PATH-NOW and its affiliates shall have no obligations to you with respect to such submissions or posts and may use the ideas contained in such submissions or posts for any purposes in any medium in perpetuity, including, but not limited to, developing, manufacturing, and marketing products and services using such ideas.
11. Promotions. PATH-NOW may, from time to time, include contests, promotions, sweepstakes, or other activities (“Promotions”) that require you to submit material or information concerning yourself. Please note that all Promotions may be governed by separate rules that may contain certain eligibility requirements, such as restrictions as to age and geographic location. You are responsible to read all Promotions rules to determine whether or not you are eligible to participate. If you enter any Promotion, you agree to abide by and to comply with all Promotions Rules.
12. Links to Other Websites. These Terms apply only to the Sites and the Service. The Service may contain links to other websites not operated or controlled by PATH-NOW. We are not responsible for the content, accuracy or opinions expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Please remember that when you use a link to go from the Sites to another website, our Terms are no longer in effect. Your browsing and interaction on any other website, including those that have a link on PATH-NOW’s platform, is subject to that website’s own rules and policies. Such third parties may use their own cookies or other methods to collect information about you.
13. Cookies. PATH-NOW uses "Cookies" to identify the areas of our Sites that you have visited. A Cookie is a small piece of data stored on your computer or mobile device by your web browser. We use Cookies to enhance the performance and functionality of our Sites but are non-essential to their use. However, without these cookies, certain functionality like videos may become unavailable or you would be required to enter your login details every time you visit the Sites as we would not be able to remember that you had logged in previously. Most web browsers can be set to disable the use of Cookies. However, if you disable Cookies, you may not be able to access functionality on our website correctly or at all.
14. Entire Agreement.This Agreement constitutes the entire agreement between you and PATH-NOW and governs the terms and conditions of your use of the Sites, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and PATH-NOW. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy [link]. ), guidelines, or rules that may apply when you use the Sites. PATH-NOW may revise these Terms at any time and in its sole discretion, by updating the Terms and/or changing the Service. Updated Terms will be posted on the Sites. Accordingly, you should visit the Sites and review the Terms periodically to determine if any changes have been made. Your continued use of the Sites after any changes have been made to the Terms signifies and confirms your acceptance of any such changes or amendments to the Terms.
15. Waiver. The failure of PATH-NOW to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. Any waiver of these Terms by PATH-NOW must be in writing and signed by an authorized representative of PATH-NOW.
16. **Contact Information:** If you have any questions regarding these Terms, please contact PATH-NOW at by U.S. Mail at 9444 Farnham Street, Ste. 210, San Diego, CA 92123, or by e-mail at: operations@path-now.org, attn: Wendy Forkas.

You further understand and agree that clicking or pressing on the "I agree" is the electronic equivalent of a written signature on this document.

**[I agree] [I do not agree]**