



Terms of Use

Last Update: May 2, 2019

Please read this Agreement carefully to ensure that you understand each provision.

Great American Opportunities, Inc., doing business as Southwestern Fundraising™, headquartered at 2451 Atrium Way, Nashville, Tennessee 37214, a wholly-owned subsidiary of Southwestern/Great American, Inc., trading as Southwestern Family of Companies™, (“Company”, “we”, “us”) oversees this website, including the services underlying this site and the content appearing herein. These Terms of Use (“Terms”) apply to you.

The Terms govern your use of this online store, powered by ReadySetFund.us (Company) located at <https://readyssetfund.us/>, the ReadySetFund App and the services that are made available through the site and the app (collectively, the ReadySetFund Service”). Please read the Terms carefully. By using this service, you are stating that you have read, understand, and agree to be bound by the Terms. If you do not agree to the Terms, you are not permitted to use the Ready Set Fund Service.

Arbitration Agreement. This agreement requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions (the rights to which you hereby waive), and also limits the remedies available to you in the event of a dispute.

YOU AGREE NOT TO USE THE READY SET FUND SERVICE TO VIOLATE ANY LOCAL, STATE, NATIONAL, OR INTERNATIONAL LAW OR REGULATION.

No Resale Of ReadySetFUND Service. You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion (except for your data, to which Company agrees you retain all rights) of the Ready Set Fund Service.

Refund Policy. There are NO RETURNS OR REFUNDS. Customers may cancel open-ended recurring transactions at any time by emailing support@ReadySetFund.us or calling 317-620-1022. In the event a number of recurrences is specified at the point of purchase, the recurrence is automatically cancelled once the commitment is fulfilled; no cancellation requests will be processed prior to that.

Distribution of Funds: The organization raising money will receive 50-70% of the total dollars donated through the ReadySetFund Services, depending on the product offered.

Email Communications. By providing your email address you consent to receive communications from us electronically, such as e-mails, texts or notifications. You agree that any notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Privacy Policy. By using ReadySetFund Service you indicate your acceptance of these Terms and agree to our (link)PRIVACY POLICY.

Modifications To ReadySetFUNd Service. Company reserves the right to modify or discontinue the ReadySetFund Service with or without notice to you. Company shall not be liable to you or any third party, should Company exercise its right to modify or discontinue the ReadySetFUNd Service.

Service Availability Company makes no warranty that access to ReadySetFUNd Service will be available 100% of the time and will be error free.

Termination You agree that Company may terminate your ReadySetFUNd Service or suspend your access to all or part of the Ready Set Fund Service, without notice, including in the event Company determines, in its sole and absolute discretion, that you have violated any of these Terms. Further, you agree that Company shall not be liable to you or any third party for removing your access, suspending or terminating your access to the Ready Set Fund Service. You may discontinue your participation in and access to the Ready Set Fund Service at any time by completing a contact us form at <http://readyssetfund.us>. Upon termination, all access to data from your account will be removed.

Indemnification You agree to indemnify, defend, and hold harmless Company, its parent, and related entities and their officers, directors, employees, consultants, independent reps, and agents, and their respective heirs, beneficiaries, representatives, successors and assigns, and each of them, (collectively and separately the "Company Releasees") from and against any and all complaints, controversies, claims, actions, proceedings, injuries, losses, damages, liabilities, , and expenses (including reasonable attorneys' fees and costs) that Company Releasees suffer or incur as a result of or arising from (a) any information (including, without limitation, your data or any other content) you (or anyone using your account) submits, posts, or transmits through the Ready Set Fund Service, (b) your (or anyone using your account's) use of the Ready Set Fund Service, (c) your (or anyone using your account's) violation of any of these Terms , and (d) your (or anyone using your account's) violation of any rights of any other person or entity to the fullest extent allowed by governing law.

Modifications To Terms. Company may, in its sole and absolute discretion, change the Terms from time to time. Company will post notice of such changes on the Site. If you object to any such changes, your sole recourse shall be to cease using the Ready Set Fund Service. Continued use of the ReadySetFund Service following notice of any such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

Miscellaneous These Terms and the relationship between you and Company shall be governed by the laws of the State of Tennessee despite your actual place of residence. Any arbitration, mediation, charge and/or lawsuit or proceeding by and between us with respect to these Terms and your use of the Ready Set Fund Service shall be brought exclusively in the venue and in the courts of competent jurisdiction situated in Nashville, Davidson County (Middle District), Tennessee and nowhere else. The section titles in these Terms are for convenience only and have no legal or contractual effect. All terms, as well as any limitations on liability explicitly set forth herein, shall remain in full force and effect notwithstanding any termination of your use of the Ready Set Fund Service. These Terms constitute the entire and final statement of the agreement between you and Company with respect to the subject matter hereof and supersede any prior understandings, statements, negotiations and/or agreements between you and Company with respect to this subject matter.

OUR ADDRESS:

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Nashville, TN 37214
<https://www.ReadySetFUNd.us>