



Website Terms of Use

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IMPORTANT: PLEASE READ THESE WEBSITE TERMS OF USE (“TERMS”) CAREFULLY BEFORE USING THIS WEBSITE. BY USING THIS WEBSITE, YOU ARE AGREEING TO BE BOUND BY THESE TERMS. THESE TERMS INCLUDE GRANTS AND WAIVERS OF RIGHTS, INCLUDING A CLASS ACTION WAIVER, LIMITATIONS OF OUR LIABILITY, YOUR INDEMNITY OF US, AND RESOLUTION OF DISPUTES BY ARBITRATION INSTEAD OF IN COURT.

Welcome! You have arrived at [youthpower365.org and/or are otherwise interacting with a website or online service (“**Site**”) owned and operated by the Vail Valley Foundation (“**YouthPower365**,” or “**we**,” “**our**,” or “**us**”). By using this Site or by downloading any information from or by uploading any information to this Site, you agree to abide by the terms and conditions set forth below. If you do not agree to abide by these terms and conditions, do not use this Site or download/upload Content (as defined below). Please review the **YouthPower365 Privacy Policy**, which further describes our privacy practices, and which is incorporated into these Terms by reference. These Terms constitute the entire agreement (“the Agreement”) between us with respect to your use of the Site and the Content.

Changes to these Terms

We reserve the right, at our sole discretion, to change, modify, add, or remove any of these terms and conditions, in whole or in part, at any time. The most recent date of any material changes to these Terms will be indicated by the “Last Updated” date at the top of the page. Changes will be effective when notice of such change is posted on the Site. Your continued use of the Site after any changes are posted will be considered acceptance of those changes. Your access to this Site for the limited and exclusive purpose of reviewing this Agreement does not constitute your acceptance unless you make any further use of the Site. In the event any notice to you of new, revised or additional terms and conditions is determined by a tribunal to be insufficient, the prior

agreement shall continue until sufficient notice to establish a new agreement occurs. You should frequently check the home page for notices and, if applicable, any email you associated with your account, and you agree that the means set forth in these Terms are all reasonable manners of providing you with notice. You can reject any new, revised, or additional terms and conditions by discontinuing your use of the Site.

We may terminate, change, suspend or discontinue any aspect of the Site, including the availability of any features of the Site, at any time. We may also impose limits on certain features and services or restrict your access to parts or all of the Site without notice or liability. We may terminate the authorization, rights, and license given below and, upon such termination, you shall immediately destroy all Content and copies thereof.

Our Site and Our Rights

Our Site contains a variety of: (i) materials and other items relating to YouthPower365 and its programs and services, and similar items from our licensors and other third parties, including all layout, information, articles, posts, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Site, and the compilation, assembly, and arrangement of the materials of the Site and any and all copyrightable material (including source and object code); (ii) trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of YouthPower365 (collectively, “**Trademarks**”); and (iii) other forms of intellectual property (all of the foregoing, collectively “**Content**”).

The Site (including past, present, and future versions) and the Content are owned or controlled by YouthPower365 and our licensors and certain other third parties. All right, title, and interest in and to the Content available via the Site is the property of YouthPower365 or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible. YouthPower365 owns the copyright in the selection,

compilation, assembly, arrangement, and enhancement of the Content on the Site.

Your Rights and Your Duties

Subject to your strict compliance with these Terms, you are hereby granted a revocable, non-exclusive, non-transferable, personal, limited right to download and copy (temporary storage only of website content), display, view, use, play the Content on a personal computer, browser, laptop, tablet, mobile phone or other wireless device, or other Internet-enabled device (each, a “**Device**”), and/or print one copy of the Content (excluding source and object code in raw form or otherwise) as it is displayed to you, in each case for your personal, non-commercial use only. The foregoing limited license authorization is not a transfer of title in the Content or copies of the Content and is subject to the following restrictions: (1) you must retain, on all copies of the Content downloaded, all copyright and other proprietary notices contained in the Content; (2) you may not modify the Content in any way or reproduce or publicly display, perform, or distribute or otherwise use them for any public or commercial purpose without our prior written consent; and (3) you may not transfer the Content to any other person unless you give them notice of, and they agree to accept, the obligations arising under these terms and conditions of use.

We grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to create hyperlinks to the Site, so long as: (a) the links only incorporate text, and do not use any Trademarks, (b) the links and the content on your website do not suggest any affiliation (unless otherwise authorized) with YouthPower365 or cause any other confusion, and (c) the links and the content on your website do not portray YouthPower365 or its programs or services in a false, misleading, derogatory, or otherwise offensive manner, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party or are otherwise objectionable to YouthPower365. YouthPower365 reserves the right to suspend or prohibit linking to the Site for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third party.

You agree not to use the Site or Content (1) for any purpose that is unlawful or prohibited by these Terms, (2) in any manner that could damage, disable, overburden, interrupt, or otherwise impair the operation of the Site in any way,

or (3) in any manner which could interfere with any other party's use and enjoyment of the Site and Content. You may not attempt to reverse engineer, decompile, disassemble, reverse assemble, or modify any Site source code or any other products, services, or processes accessible through any portion of the Site. You may not attempt to gain unauthorized access to the Site, other accounts, computer systems or networks connected to the Site, through hacking, password mining, or other means. You may not obtain or attempt to obtain any Content through any means not intentionally made available through the Site. You may not upload any files that contain or otherwise introduce any viruses, Trojan horses, worms, time bombs, corrupted files, or any other software or programs that may damage the operation of the Site or any computer. You may not use any spider, robot, data mining tool or other automatic device, or any other manual process or means, to access the Site and/or its servers or systems to extract, download, monitor, gather, transmit or copy any of the Content. Operators of public search engines may use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials.

Third Party Sites/Links

As a convenience to you, links to websites operated by others may be provided to you. The Site may also contain or may interact with or otherwise be associated with third party platforms, services, plug-ins, applications, ads, tools and/or other content, and/or links to third-party websites or other services that are not owned, controlled or operated by YouthPower365 (collectively, "**Third-Party Services**"), including services operated by advertisers, licensors, licensees, e-commerce partners and certain other third parties who may have business relationships with YouthPower365. We may also host our content, apps, and tools on Third Party Services.

YouthPower365 may have no control over the content, operations, policies, terms, or other elements of Third Party Services, and YouthPower365 does not assume any obligation to review any Third Party Services. YouthPower365 does not necessarily endorse, approve, or sponsor any Third Party Services, or any third-party content, advertising, information, materials, products, services, or other items. Furthermore, YouthPower365 is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such Third Party Services. Some Third Party Services may impose

fees for access to their resources through our Site and/or your Account and you are responsible for all such fees.

Finally, we will under no circumstances be liable for any direct, indirect, incidental or special loss or other damage, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within these Third Party Services. Any activities you engage in connection with any of the same are subject to the privacy and other policies, terms and conditions of use and/or sale, and rules issued by the operator of the Third Party Services. YouthPower365 disclaims all liability in connection therewith.

Any interactions, correspondence, transactions, and other dealings that you have with any third parties found on or through the Site (including on or via Third Party Services or advertisements) are solely between you and the third party (including issues related to the content of third-party advertisements, payments, delivery of goods, warranties (including product warranties), privacy and data security, and the like). By logging into or enabling Third Party Services within or in connection with your Account, you are allowing us to pass your log-in information to these providers for this purpose. You hereby agree to indemnify YouthPower365 against all claims, injury and/or damages including, without limitation, attorneys' fees, that arise out of your use of any Third Party Service, including without limitation from any material that you post on any forum or social networking site in connection with us and/or any other claim related to your use of social media.

You hereby grant YouthPower365 an irrevocable, perpetual license to use, reproduce, edit, create derivative works from, distribute, display, copy, transmit, or otherwise use in any way, commercially or otherwise, any material that you post to any social networking site or other Third Party Service in connection with us or our Site.

Dispute Resolution

Binding Arbitration. Except as specifically stated herein, you agree that any disputes, actions, and claims relating to your use of the Site and all matters arising out of or related to the Agreement (including any applicable Additional Terms) (collectively “**Disputes**” or a “**Dispute**”) shall be resolved exclusively by final binding arbitration, except that you may assert claims in small claims court in the county of your residence or in New York, NY, if your claims qualify. The arbitration will be conducted by the American Arbitration Association (“**AAA**”) under its rules, including the AAA’s Consumer Arbitration Rules. All of the AAA’s rules are available at www.adr.org, and the rules governing consumer disputes are available at www.adr.org/consumer. The AAA’s rules, including the rules governing consumer disputes, are also available by calling 1-800-778-7879. You may initiate arbitration by utilizing the forms available on www.adr.org. If you have any difficulty initiating arbitration, you may call the AAA at 800-778-7879. You and YouthPower365 are each giving up the right to have disputes resolved in court before a judge and/or jury (except as stated otherwise in this Dispute Resolution Section). The Federal Arbitration Act, not state law, shall govern the arbitrability of all Disputes between YouthPower365 and you. All issues are for the arbitrator to decide, except that issues relating to the scope, interpretation, and enforceability of this Dispute Resolution Section, including the arbitration and class action waiver provisions, are for the court to decide. The most current version of this Dispute Resolution Section in effect when any Dispute arises shall govern resolution of any Dispute. This arbitration provision shall survive termination of these Terms.

Payment of all filing, administration and arbitrator fees (“**Arbitration Fees**”) will be governed by the AAA’s rules. You agree to commence arbitration only in your county of residence or in the state of Colorado. The arbitration will be conducted based on written submissions unless you request a phone or in-person hearing, or the arbitrator determines that a phone or in-person hearing is necessary. The arbitrator may only award those damages and relief as a court could do so and must follow the terms and conditions of the Agreement and this Dispute Resolution Section.

Limited Time to File Claims. TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A DISPUTE AGAINST THE OTHER, THEN YOU OR WE MUST COMMENCE IT (BY INITIATION OF ARBITRATION AS SET FORTH IN THIS DISPUTE RESOLUTION SECTION) WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES – OR IT WILL BE FOREVER BARRED.

Injunctive Relief. The foregoing provisions of this Dispute Resolution Section will not apply to any legal action taken by YouthPower365 to seek an injunction or other equitable relief in emergent circumstances in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Site, any Content, and/or YouthPower365's intellectual property rights, YouthPower365's operations, and/or YouthPower365's programs or services.

No Class Action Matters. Disputes will be arbitrated only on an individual basis and will not be joined or consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party. YOU AND YOUTHPower365 AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. There shall be no right or authority for any Dispute to be arbitrated on a class action basis or on any basis involving Disputes brought in a purported representative capacity on behalf of the general public, or other persons or entities similarly situated. But if, for any reason, any court with competent jurisdiction holds that this restriction is unconscionable or unenforceable, then our agreement in this Dispute Resolution Section to arbitrate will not apply and the Dispute must be brought exclusively in court pursuant to this Dispute Resolution Section. Notwithstanding any other provision of this Dispute Resolution Section, any and all issues relating to the scope, interpretation and enforceability of this Dispute Resolution Section, including the class action waiver provisions contained herein, are to be decided only by a court of competent jurisdiction, and not by the arbitrator.

Federal and State Courts in Colorado. Except to the extent that arbitration is required in this Dispute Resolution Section, and except as to the enforcement of any arbitration decision or award, any action or proceeding relating to any Dispute may only be instituted in state or Federal court in the State of Colorado. Accordingly, you and YouthPower365 consent to the exclusive personal jurisdiction and venue of such courts for such matters.

Small Claims Matters Are Excluded from Arbitration Requirement.

Notwithstanding the foregoing, either of us may bring qualifying claims of Disputes in small claims court, subject to this Dispute Resolution Section.

Disclaimer

THE SITE MAY CONTAIN INACCURACIES AND TYPOGRAPHICAL ERRORS. THERE IS NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE CONTENT OR THE RELIABILITY OF ANY ADVICE, OPINION, STATEMENT OR OTHER INFORMATION DISPLAYED OR DISTRIBUTED THROUGH THE SITE. YOU ACKNOWLEDGE THAT ANY RELIANCE ON ANY SUCH OPINION, ADVICE, STATEMENT, OR OTHER INFORMATION SHALL BE AT YOUR SOLE RISK. CHANGES TO THE SITE, THE CONTENT AND THE PRODUCTS, PROGRAMS, SERVICES OR PRICES (IF ANY) DESCRIBED IN THE SITE MAY BE MADE AT ANY TIME WITHOUT NOTICE. IN ADDITION, THERE IS NO EXPRESS OR IMPLIED WARRANTY THAT THE SITE OR ANY SOFTWARE OR SERVICES MADE AVAILABLE ON THE SITE WILL BE UNINTERRUPTED, ERROR-FREE OR WITHOUT BUGS. THIS SITE THE CONTENT, AND THE SOFTWARE MADE AVAILABLE ON THE SITE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO THE EXTENT SUCH JURISDICTIONS' LAWS ARE APPLICABLE.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE, OR ANY OF OUR AFFILIATES OR SUBSIDIARIES, BE LIABLE TO ANY ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE SITE, THE CONTENT, OR ANY FUNCTIONS OF THE SITE OR ANY LINKED WEBSITE, EVEN IF SUCH PARTY IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE OR THE CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND THE CONTENT.

Waiver of Injunctive or Other Equitable Relief

TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE SITE, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE DEEMED IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, USER-GENERATED CONTENT, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY YOUTHPOWER365 OR A LICENSOR OF YOUTHPOWER365.

International Users

This Site is controlled, operated and administered from the United States of America. We make no representation that Content at this site is appropriate or available for use at locations outside of the United States and access to them from territories where their contents are illegal is prohibited. You may not use the Site or export the Content in violation of U.S. export laws and regulations. If you access this Site from a location outside of the United States, you are responsible for compliance with all local laws.

Choice of Law; Severability; Waiver

Unless otherwise expressly agreed in writing, these Terms and Conditions of use shall be governed by the laws of the State of Colorado, without giving effect to its conflict of laws provisions.

To the extent permitted by applicable law, you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. If for any reason a court of competent jurisdiction finds any provision of the Agreement or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect. No failure to exercise or

enforce any right or provision of this Agreement shall constitute a waiver of such right or provision.