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GuideStar shall have no liability whatever for delays or interruptions in delivery or accessibility of any of the GuideStar Site, interruptions of service or other breach of these Terms of Use due to fire, explosion, lightning, power surge or failure, water, acts of God, war, civil disturbance, terrorism, acts or omissions of communications carriers, or other causes beyond GuideStar's reasonable control.

Dispute Resolution

These Terms of Use shall be governed and construed by the laws of the Commonwealth of Virginia, without regard to its choice of law rules. You agree that, by entering into these Terms of Use and accessing and/or using the GuideStar Site, You are transacting business in the Commonwealth of Virginia and are subject to jurisdiction in its courts. Any legal or equitable action arising from these Terms of Use or in connection with the GuideStar Site shall be commenced and maintained in a court of competent subject matter jurisdiction within the Commonwealth of Virginia, and You consent to personal jurisdiction and venue in any such court. In the event it is held that jurisdiction or venue is wanting in such a court, an action then may be commenced in any other court having proper jurisdiction under applicable statutes and court rules. In the event of any dispute adjudicated between the parties, whether in litigation or permitted appeal, the prevailing party shall be entitled to recover from the party not prevailing its reasonable attorneys' fees and costs incurred in such proceeding. The parties agree that neither may bring a claim or assert a cause of action against the other, in any forum or manner, more than one (1) year after the cause of action accrued, except where the party could not have reasonably discovered the wrong giving rise to the claim within the basic facts supporting the claim within one (1) year.

Modification of These Terms of Use

GuideStar reserves the right, in its sole discretion, to modify, alter, or otherwise revise these Terms of Use at any time by posting such modified versions on the GuideStar Site. You agree to monitor regularly these Terms of Use as they appear on the GuideStar Site. Your continued use of the GuideStar Site after the posting of any modified versions shall constitute agreement to these Terms of Use. These Terms of Use may be modified by Your agreement to any Registration-Based Product agreement and/or any License Agreements to one or more of our Fee-Based Products. These Terms of Use may not otherwise be modified or amended.

Notices

Except as is stated herein to the contrary, any notices to GuideStar must be given by postal mail sent to GuideStar's headquarters as then listed on the GuideStar Site. Any notices to You will be sent to the e-mail address that You provide to GuideStar.

Severability

Should any term of these Terms of Use be finally held by a court of competent jurisdiction to be invalid, unenforceable, void, or otherwise contrary to law or equity, GuideStar and You agree that such provision shall be automatically severed and the remainder of these Terms of Use that can be given effect shall continue to be given effect.

Entire Agreement

Subject to the following sentence, these Terms of Use, including the Privacy Policy, constitute the entire agreement between GuideStar and You with respect to the subject matter of these Terms of Use, and supersede all prior agreements, understandings or representations between You and GuideStar with respect to the subject matter of these Terms of Use. These Terms of Use do not supersede or alter any License Agreement to one or more of our Fee-Based Products; and You must comply with the terms of these Terms of Use and each such other agreement to which You have agreed or may agree in the future. In the event of a conflict between these Terms of Use and any such

other agreement to which you have agreed or in the future agree, the terms of such other agreement shall control. These Terms of Use may not be modified except in writing and as is permitted herein.