

## **WEBSITE TERMS OF USE**

**Updated September 12, 2025**

For Capturepoint LLC d/b/a Capturepoint, and <https://www.communitypass.net/> (referred to as “our”, “ours”, “us”, “we”, or “Capturepoint” as the context may require).

**THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.**

**THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

**BY USING THIS WEBSITE OR CREATING AN ACCOUNT WITH CAPTUREPOINT, YOU ACCEPT AND ARE BOUND BY THESE TERMS.**

**YOU MAY NOT USE THIS WEBSITE OR CREATE AN ACCOUNT WITH CAPTUREPOINT IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) THE LEGAL AGE TO FORM A BINDING CONTRACT WITH CAPTUREPOINT, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE.**

These Website Terms of Use (“Website Terms”) apply to your visit and use of the Capturepoint website at <https://www.communitypass.net/> (the “Website”). These Website Terms are subject to change by us without prior written notice at any time, in our sole discretion. The latest version of these Terms will be posted on this Website, and you should review these Website Terms before purchasing any products or services that are available through the Website. Your continued use of the Website after a posted change in these Website Terms will constitute your acceptance of and agreement to such changes. You should also carefully review our [Privacy Policy](#) for information regarding our privacy practices on the Website.

### **1. Limitation of Liability.**

**INsofar AS ALLOWED UNDER MANDATORY APPLICABLE LAW, OUR AGGREGATE LIABILITY WILL UNDER NO CIRCUMSTANCES EXCEED THE LESSER OF \$100 OR THE ACTUAL AMOUNT PAID BY YOU FOR PRODUCTS OR SERVICES ORDERED USING OUR WEBSITE. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY LOSS OF PRODUCTION, WORK, DATA, USE, BUSINESS, GOODWILL, REPUTATION, REVENUE, PROFIT, ANY DIMINUTION IN VALUE, COSTS OF REPLACEMENT GOODS OR SERVICES, OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES.**

**SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

2. **Privacy.** We respect your privacy and are committed to protecting it. Our [Privacy Policy](#) describes our processing of personal data, the rights you may have with regard to your personal data, and how to exercise those rights. Please note that our Website incorporates third-party technologies for tracking, including website analytics, chat-based customer support, and behavioral advertising. Some of the data you provide to us as you use our Website may be shared with the providers of these technologies. These technologies may involve the recording of conversations and other interactions you have with our Website. The data we share with these providers may include these interactions. By using our Website, you consent to this data sharing.

3. **Governing Law and Jurisdiction.** All matters arising out of or relating to these Website Terms are governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

4. **Dispute Resolution and Binding Arbitration.**

**UNLESS YOU OPT OUT BY FOLLOWING THE PROCEDURE BELOW, YOU AND CAPTUREPOINT AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.**

**ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE, AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR USE OF THE WEBSITE OR YOUR PURCHASE OF PRODUCTS OR SERVICES THROUGH THE WEBSITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.**

The following processes shall govern the arbitration process:

- Before commencing an arbitration relating to the Website, you agree to inform us of the nature of the claim and the relief you seek by sending an email to [legal@togetherwork.com](mailto:legal@togetherwork.com) so stating.
- Within seven (7) business days, we will contact you and thereafter you and we will attempt to resolve the claim or issue in a satisfactory way.
- If, following these attempts at exploring a resolution, you intend to proceed with an arbitration, you and we will seek to reach an agreement on the selection of an arbitrator to hear and decide the dispute and how it will be heard, including whether to submit the dispute to the arbitrator only in written form or by proceedings conducted via video or in-person.
- In the event that you and we cannot agree on an arbitrator, the process set forth in the Delaware Uniform Arbitration Act for the appointment of a single arbitrator (10 Del. C. 1953,

§ 5704) will be followed. That process allows for a court to select an arbitrator. The arbitration will then proceed and be under the jurisdiction of the arbitrator so selected.

○ You may opt out of this arbitration agreement through the following process. To opt out, you must notify us in writing no later than thirty (30) days after first becoming subject to this arbitration agreement, which is your first use of this Website. Your notice must include your name and mailing address, your username, and the email address you used to set up your account (if you have one), and an unequivocal statement that you want to opt out of this arbitration agreement. Send your notice to: [legal@togetherwork.com](mailto:legal@togetherwork.com). In the event of a dispute between you and us, to invoke your opt-out right, you must retain a copy of your opt-out notice.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the terms of this arbitration provision or these Website Terms are void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. The parties will share in the cost of the arbitration fees. Each party will be responsible for its own attorneys' fees.

If you have informed us of the nature of the claim and the relief you seek by email to [legal@togetherwork.com](mailto:legal@togetherwork.com), and we are unable to resolve the claim or issue in a satisfactory way, you may elect to pursue your claim in small claims court rather than arbitration if you provide us with written notice of your intention to do so no later than sixty (60) days from the date on which we receive your email informing us of the nature of the claim and the relief sought.

Any arbitration or small claims court proceeding will be limited solely to your individual dispute or controversy.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

5. **Assignment.** You will not assign any of your rights or delegate any of your obligations under these Website Terms without our prior written consent. Any purported assignment or delegation in violation of this provision is null and void. No assignment or delegation relieves you of any of your obligations under these Website Terms. These Website Terms may be assigned by us without restriction.

6. **No Waivers.** The failure or delay by us to enforce any right or provision of these Website Terms will not constitute a waiver of future enforcement of that right or provision, nor will any single or partial exercise of any right or provision prevent further exercise of any right or provision or the exercise of any other right or provision under these Website Terms. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of us.

7. **No Third-Party Beneficiaries.** These Website Terms do not and are not intended to confer any rights or remedies upon any person other than you.

8. **Notices.**

○ Notices to you: We may provide notices hereunder to you by: (i) email; (ii) regular mail; or (iii) posting them on the Website. You shall be responsible for ensuring that you have provided us with your current email and mailing addresses.

○ Notices to us: Notices regarding the enforcement of your rights under 'Dispute Resolution and Binding Arbitration' should be directed to [legal@togetherwork.com](mailto:legal@togetherwork.com). All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to [support@capturepoint.com](mailto:support@capturepoint.com).

9. **Severability.** If any provision of these Website Terms is held to be invalid, illegal, void, or unenforceable, then that provision will be deemed severed from these Website Terms and will not affect the validity or enforceability of the remaining provisions of these Website Terms.

10. **Entire Agreement.** These Website Terms and our [Privacy Policy](#) and any other terms posted to our Website will be deemed the final and integrated agreement between you and us on the matters contained in these Website Terms.