

## TERMS OF SERVICE

Date of Last Revision: February 24, 2026

### 1. Welcome to Tomahawk Charitable Solutions

**1.1. Introduction:** Tomahawk Charitable Solutions (“**Tomahawk**,” “**we**,” “**us**,” or “**our**”) provides services through our website located at [www.tomahawkcharitablesolutions.org](http://www.tomahawkcharitablesolutions.org) and related sites and pages (collectively, the “**Sites**”), and through related services, features, content, applications, and products (together with the Sites, the “**Services**”). These Terms of Service (the “**Terms**”) are a legally binding agreement between you and Tomahawk governing your access to and use of the Services. **PLEASE READ THESE TERMS CAREFULLY, AS THEY GOVERN YOUR USE OF THE SERVICES. AMONG OTHER THINGS, THESE TERMS CONTAIN A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER (see Section 12) THAT AFFECT YOUR RIGHTS IN THE EVENT OF A DISPUTE.**

**1.2. Contract formation; your agreement to these Terms:** You agree to these Terms when you: (a) click or tap an “I Agree,” “Accept,” “Create Account,” “Sign Up,” “Purchase,” or similar button presented with a notice that doing so constitutes acceptance of these Terms; (b) check a box indicating agreement to these Terms; or (c) access or use the Services after being presented with reasonable notice of these Terms. If you do not agree, do not use the Services.

**1.3. Updates to these Terms:** We may modify these Terms from time to time. If we make changes, we will post the updated Terms with a “Last Revised” date and, if the changes are material, provide additional, prominent notice (for example, by email and/or an in-product banner or modal). Material changes will become effective no sooner than fourteen (14) days after we provide such notice, unless changes are made to launch new features or for legal or security reasons, in which case they are effective immediately. For any material change, we may require you to accept the updated Terms to continue using the Services. If you do not accept, you must stop using the Services. We also maintain archives of prior Terms upon request.

**1.4. Privacy:** Your privacy is important to us. Please review our Privacy Policy, which explains how we collect, use, and disclose information about you. By using the Services, you acknowledge that we will process your information as described in the Privacy Policy. The Privacy Policy may be found on our website at [www.tomahawks.org](http://www.tomahawks.org).

### 2. Access and Use of the Services

**2.1. License and use:** Subject to your compliance with these Terms and any applicable order, quote, or payment terms, Tomahawk grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services and to view content made available through the Services for your personal, non-commercial use (or, if you are an enterprise customer, for your internal business purposes as authorized by Tomahawk). Except for this limited license, no right, title, or interest is transferred to you. You agree not to use the Services for any public performances. We may revoke your license if you breach these Terms, and you must cease use of the Services and destroy any content you are not expressly permitted to retain.

**2.2. Registration:** You may be required to register for an account to access certain features of the Services. You agree to provide and maintain accurate, current, and complete information. You must not share your login credentials or allow others to access your account. You are responsible for all activities under your account. Notify us promptly of any unauthorized use or security incident.

**2.3. Eligibility; minors:** The Services are not directed to children under 13, and you may not use the Services if you are under 13. If you are 13 to 17, you may use the Services only with the consent of a parent or legal guardian and subject to applicable law. If you are a California resident under age 16, we do not sell or share your personal information for cross-context behavioral advertising without appropriate opt-in consent as described in our Privacy Policy.

**2.4. Changes to the Services:** We may modify, suspend, or discontinue all or part of the Services at any time, with or without notice. We will not be liable for such changes. Unless otherwise required by law, we are not obligated to store, maintain, or provide copies of content or information, except as described in our Privacy Policy or an applicable written agreement.

**2.5. General practices for use and storage:** We may establish general practices and limits (e.g., retention periods and storage limits) and may terminate accounts that are inactive for an extended period.

### **3. Acceptable Use; Prohibited Conduct**

**3.1. You agree not to misuse the Services.** Without limiting the foregoing, you will not:

- upload, post, transmit, or otherwise make available any content that: (i) infringes any intellectual property or other proprietary rights; (ii) you do not have the right to make available; (iii) contains malware, viruses, or other harmful code; (iv) poses or creates a privacy or security risk; (v) constitutes unsolicited or unauthorized advertising or promotional materials (e.g., spam, chain letters, pyramid schemes, or substantially similar solicitations); (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or otherwise objectionable; or (vii) in our sole judgment, is objectionable or restricts or inhibits any other person from using or enjoying the Services or exposes Tomahawk or our users to liability of any type.
- interfere with or disrupt the Services or related networks; attempt to probe, scan, or test the vulnerability of any system or network; or breach or circumvent security or authentication measures.
- violate any applicable law or regulation.
- impersonate any person or entity; misrepresent your affiliation; or solicit personal information from anyone under 18.
- harvest or collect information about users for any unauthorized purpose, including sending unsolicited communications.
- engage in scraping, data mining, use robots or other automated means to access the Services, or access the Services to build or train datasets or models that compete with, or are similar to, the Services or Tomahawk content (except as expressly permitted in a written agreement).

- reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or underlying ideas or algorithms of the Services except to the extent such restrictions are prohibited by applicable law.

**3.2. Enforcement:** We may investigate and take appropriate action against violations, including removing content, suspending or terminating accounts, and reporting you to law enforcement.

#### **4. Fees; Subscriptions and Automatic Renewal**

**4.1. Fees and billing:** If any portion of the Services is offered for a fee, you agree to pay applicable fees and taxes. You authorize us (and our processors) to charge your selected payment method and to keep it updated.

**4.2. Subscriptions; auto-renewal; cancellation:** If you enroll in a subscription, it will automatically renew at the then-current rate unless you cancel before renewal. We will disclose renewal terms, cancellation methods, and pricing in the checkout or order flow and/or your account settings. Where required by law, we will send renewal reminders and obtain required consents.

**4.3. Price changes:** We may change fees with notice via email and/or in-product notice, effective on the next billing cycle unless otherwise required by law. If you disagree, you may cancel before the change takes effect.

**4.4. Taxes:** You are responsible for applicable taxes, duties, and similar assessments, other than taxes based on Tomahawk's net income.

**4.5. Disputes:** If you believe you were charged in error, contact us within sixty (60) days of the charge.

#### **5. International Use; Export Controls**

Software and technology associated with the Services may be subject to U.S. and other export controls. You may not use, export, re-export, import, or transfer any portion of the Services except as authorized by law. You are responsible for complying with local rules and laws regarding your use of the Services.

#### **6. Intellectual Property**

**6.1. Ownership; license:** The Services and all "Service Content" are owned by Tomahawk or our licensors and protected by law. Except as expressly authorized, you may not copy, modify, create derivatives, distribute, sell, lease, sublicense, or otherwise exploit any part of the Services or Service Content. If we block your access (including by IP), you will not circumvent that block. Any rights not expressly granted are reserved.

**6.2. Trademarks:** Tomahawk names, logos, product and service names, designs, and slogans are Tomahawk trademarks. Third-party marks are property of their owners. You may not use any Tomahawk marks without our prior written permission.

**6.3. User Content and Submissions:** You retain ownership of your "User Content." You represent and warrant you have all rights necessary and that your content does not violate law or rights of others.

**6.4. License to Tomahawk:** You grant Tomahawk a nonexclusive, worldwide, royalty-free, fully paid, transferable, sublicensable license to host, store, reproduce, modify, adapt, publish, translate, create derivative works (to the limited extent necessary to operate and improve the Services), perform, display, and distribute your User Content in connection with operating, providing, improving, marketing, and promoting the Services. If a separate written agreement governs, that agreement controls in case of conflict.

**6.5. Feedback:** If you provide “Feedback,” Tomahawk may use it without restriction or compensation.

**6.6. Monitoring; disclosure:** We may monitor/preserve content and disclose information as required by law or reasonably necessary to comply with legal process, enforce these Terms, respond to claims, or protect rights/safety. You understand transmissions may be unencrypted and adapted to technical requirements.

## **7. Copyright Policy; DMCA**

We respect intellectual property rights and may terminate repeat infringers. If you believe content infringes your copyright, send a notice to our designated agent with: (1) signature; (2) identification of the copyrighted work; (3) identification of the infringing material and location; (4) contact info; (5) good-faith statement; and (6) accuracy/authority statement under penalty of perjury.

Designated Agent (DMCA Notices): Tomahawk Charitable Solutions  
Attn: Legal - DMCA Agent  
4751 Trousdale Drive, STE 110, Nashville, TN 37220  
Email [privacy@tomahawkss.com](mailto:privacy@tomahawkss.com)

## **8. Third-Party Sites and Services**

The Services may contain links to third-party sites or resources. We are not responsible for their availability, accuracy, or content, and links do not imply endorsement. Your dealings are solely between you and the third party.

## **9. Indemnity**

To the fullest extent permitted by law, you agree to indemnify and hold harmless Tomahawk, affiliates, and personnel from claims, liabilities, damages, losses, and expenses (including reasonable attorneys’ fees) arising out of or related to: (a) your use or misuse of the Services; (b) your User Content; (c) your violation of these Terms; or (d) your violation of law or third-party rights. If you are a California resident, you waive California Civil Code §1542 (and any comparable statute) in connection with the foregoing release to the extent permitted by law.

## **10. Disclaimers**

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. TOMAHAWK DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT RESULTS WILL BE ACCURATE OR

RELIABLE, OR THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL WILL MEET YOUR EXPECTATIONS.

## **11. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TOMAHAWK WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TOMAHAWK'S TOTAL LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES WILL BE NO GREATER THAN THE AMOUNT YOU PAID TOMAHAWK IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR ONE HUNDRED DOLLARS (\$100), WHICHEVER IS GREATER. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH ANY PORTION OF THE SERVICES IS TO STOP USING THE SERVICES.

## **12. Dispute Resolution; Binding Arbitration; Class Action Waiver**

**12.1. Informal resolution:** Before initiating arbitration or other legal action, contact us at [privacy@tomahawkss.com](mailto:privacy@tomahawkss.com) with a brief description of the dispute and your contact information. The parties will use good-faith efforts to resolve the dispute informally.

**12.2. Arbitration agreement:** You and Tomahawk agree that any dispute, claim, or controversy arising out of or relating to these Terms or the Services ("**Disputes**") will be resolved by binding individual arbitration administered by JAMS under its applicable rules (Streamlined for claims up to \$250,000; Comprehensive for larger claims), except that either party may bring an individual action in small claims court or seek equitable relief in court for IP rights. The Federal Arbitration Act governs this arbitration agreement.

**12.3. Procedures and location:** If you are a U.S. resident, you may arbitrate in your county of residence, Nashville, Tennessee, or by telephone/video, as agreed. If outside the U.S., arbitration will be held in Davidson County, Tennessee, and you consent to the jurisdiction of courts there for compelling arbitration, stays, or award confirmation/modification/vacatur. The arbitrator has exclusive authority to resolve any Dispute concerning interpretation, applicability, enforceability, or formation of this arbitration agreement.

**12.4. Fees; award:** For claims up to \$75,000, Tomahawk will pay arbitrator fees (except for a \$250 filing fee to be paid by the consumer, to the extent permitted by law) unless the arbitrator determines your claim is frivolous. Each party is responsible for its attorneys' fees unless the arbitrator awards fees under applicable law. The arbitrator may award any relief a court could award and must provide a reasoned written decision.

**12.5. Class action waiver:** YOU AND TOMAHAWK AGREE THAT EACH MAY BRING CLAIMS ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION. THE ARBITRATOR MAY NOT CONSOLIDATE CLAIMS OR PRESIDE OVER A CLASS OR REPRESENTATIVE PROCEEDING. IF A COURT OR ARBITRATOR DETERMINES THIS CLASS WAIVER IS UNENFORCEABLE AS

TO ANY CLAIM, THE ARBITRATION AGREEMENT WILL BE UNENFORCEABLE AS TO THAT CLAIM, WHICH MUST BE BROUGHT IN COURT.

**12.6. Opt out:** You may opt out of this arbitration agreement and class action waiver by sending written notice to the postal address in Section 16 within thirty (30) days of your first acceptance of these Terms or of a material change to this Section 12 that you did not accept. Include your name, address, the email associated with your account (if any), and a clear statement that you want to opt out of arbitration.

### **13. Termination**

We may suspend or terminate your access if you violate these Terms or for other reasons, including inactivity. Upon termination, your right to use the Services ceases, and we may delete your account and associated information, except as we are required to retain by law or as described in our Privacy Policy.

### **14. Disputes Between Users**

You are solely responsible for your interactions with other users. We have no obligation to become involved in user disputes.

### **15. General**

**15.1. Entire agreement; order of precedence:** These Terms constitute the entire agreement between you and Tomahawk regarding the Services and supersede prior agreements. If a separate written agreement expressly governs specific Services, it controls to the extent of conflict.

**15.2. Governing law; venue:** These Terms are governed by Tennessee law, without regard to conflicts principles, except that the Federal Arbitration Act governs Section 12. Subject to Section 12, the parties consent to exclusive jurisdiction and venue in state and federal courts in Davidson County, Tennessee, for claims not subject to arbitration.

**15.3. Assignment:** You may not assign or transfer these Terms without our prior written consent. We may assign or transfer without restriction, including to an affiliate or in connection with a merger, acquisition, or asset sale.

**15.4. Waiver; severability:** A failure to enforce is not a waiver. If any provision is unenforceable, it will be modified to the minimum extent necessary, and the remainder will remain in effect.

**15.5. Limitation period:** Except where prohibited by law, any claim related to the Services or these Terms must be filed within one (1) year after it arose or be forever barred.

**15.6. Notices:** We may provide notices via email, postal mail, in-product messages, or posting on the Sites. A printed version of these Terms and notices given electronically will be admissible to the same extent as business records originally generated and maintained in printed form. Legal notices to Tomahawk: Tomahawk Charitable Solutions, Attn: Legal, 4751 Trousdale Drive, Suite 110, Nashville, TN 37220, or [privacy@tomahawkss.com](mailto:privacy@tomahawkss.com)

**15.7. Force majeure:** We are not liable for delay or failure to perform due to causes beyond our reasonable control.

effect. **15.8. Headings:** Headings are for convenience only and have no legal or contractual

**16. Contact**

Questions, concerns, or suggestions? Contact:  
Tomahawk Charitable Solutions  
4751 Trousdale Drive, STE 110, Nashville, TN 37220  
Email [privacy@tomahawkss.com](mailto:privacy@tomahawkss.com)