

WEBSITE TERMS AND CONDITIONS OF USE

Last Modified: January 16, 2025

1. **Acceptance of the Terms of Use**

These terms of use are entered into by and between you and All California Young People in Alcoholics Anonymous, Inc, a California non-profit corporation (“**ACYPAA**”, the “**Company**”, “**we**”, “**us**”, or “**our**”). The following terms and conditions, together with any documents they expressly incorporate by reference collectively, “**Terms of Use**”), govern your access to and use of <https://www.acypaa.org> (the “**Website**”), including all pages comprising the Website and any information, materials and content (collectively, “**Content**”), functionality, and our Services, whether as a guest or a registered user.

By using the Website, or by clicking to accept or agree to the Terms of Use, if this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at: [<https://www.acypaa.org/docs>], incorporated herein by reference. These Terms of Use and our Privacy Policy govern electronic communications, including email, between the Company and you.

Additional terms and conditions may also apply to specific portions, services, or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

If you are under eighteen (18) years of age (a “**Minor**”), you may use the Website with your parent or legal guardian’s permission. Minors under thirteen (13) years of age may not provide any information to us or fill out any forms available on the Website. These additional measures are in place to keep our users as safe as possible online. If you are a parent or legal guardian of a Minor, you hereby agree to these Terms of Use on behalf of the Minor and fully indemnify and hold harmless the Company if the Minor breaches any of these Terms of Use. Please refer to our Privacy Policy for more information regarding collecting data from Minors.

Your use of the Website constitutes your agreement to abide and be bound by all such Terms of Use, without modification. Please read this document carefully because it affects your legal rights and keep a copy of it for your reference.

IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THESE TERMS OF USE, PLEASE NAVIGATE AWAY FROM THIS WEBSITE.

2. **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Website, so you are aware of any changes, as they are binding on you.

3. **Accessing the Website**

A. *Accessing the Website.*

We reserve the right to withdraw or amend this Website, and any Services, or materials we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for making all arrangements necessary for you to have access to the Website.

4. Intellectual Property Rights

The Website and its entire Contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design/look and feel, selection, and arrangement thereof), trade names and trade dress, and any Services or products (“**Products**”) sold through our Website are owned by ACYPAA, its parents, licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- o Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- o You may store files that are automatically cached by your Web browser for display enhancement purposes.
- o You may either print or download one copy of a reasonable number of complete pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- o If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- o If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- o Modify copies of any materials from this Website.

- o Use, copy, download or distribute any illustrations, photographs, video or audio sequences, or any graphics without written permission and separately from the accompanying text.
- o Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Website.
- o Access or use for any commercial purposes any part of the Website or any Services or materials available through the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: webmaster@acypaa.org.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any Content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

5. Trademarks

The Company names, logos, and all related names, logos, Product and service names, designs, and slogans are trademarks of ACYPAA, its parents, owner(s), affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, Product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

6. Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- o In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- o For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- o To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- o To impersonate or attempt to impersonate a Company employee or owner, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).

- o To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company, the Website, or other users of the Website, or expose any of the foregoing parties to liability.

Additionally, you agree not to:

- o Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- o Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- o Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- o Use any device, software, or routine that interferes with the proper working of the Website.
- o Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- o Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- o Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- o Otherwise attempt to interfere with the proper working of the Website.

7. Monitoring and Enforcement; Termination

We reserve the right to:

- o Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- o Terminate or suspend your access to all or part of the Website for any reason, including without limitation, any violation of these Terms of Use.
- o Without limiting the foregoing, we reserve the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website.

YOU WAIVE AND HOLD HARMLESS ACYPAA, INCLUDING ITS PARENTS, OWNERS, AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY AND ANY OF THE FOREGOING PARTIES

DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY, OR SUCH PARTIES, OR LAW ENFORCEMENT AUTHORITIES.

We do not undertake to review all information before it is sent to us through the Website. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

8. Digital Millennium Copyright Act (DMCA) Notice and Policy

We respect the intellectual property rights of others. If you believe that any material available on or through the Website infringes upon any copyright you own or control, please immediately notify our Designated Copyright Agent using the contact information provided at the end of these Terms of Use (a “**Notification**”). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. If you are not sure that material located on or linked to by the Website infringes your copyright, you should consider first contacting an attorney.

All Notifications should meet the requirements of DMCA 17 U.S.C. § 512(c)(3) and include the following information: (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Website are covered by the Notification, a representative list of such works on the Website; (3) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (4) information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted; (5) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (6) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed upon.

For full information regarding Notifications, please see: <https://www.copyright.gov/512/>.

9. Electronic Communications

Visiting our Website or sending emails to us constitutes electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

10. Disclaimers.

By using the Website, you agree in full to our Disclaimers.

A. *General Disclaimer.*

Our Website, its Content and, our Services are for entertainment, informational and educational purposes only.

You acknowledge and agree that our Products, Content or Services may not be suitable for all persons, businesses, locations, or specific situations.

We make no guarantees regarding the Content presented on this Website and your success with applying it. We do not guarantee any specific results through the use of our Website, Products, Content or Services, and we do not make any guarantees regarding your success from the application of our Website, Products, Content or Services.

Your decision to visit our Website, use any of its Products, Content or Services is voluntary, and you acknowledge and agree that we are not liable for any harm or damage to you, your health, your well-being, your business, or otherwise which may result from the use, whether direct or indirect, of our Website, Products, Content or Services.

To the fullest extent permitted by law, we expressly exclude any liability for any direct, indirect or consequential loss or damage incurred by you or others in connection with our Website, Products, Content or Services, including without limitation any liability for any accidents, delays, injuries, harm, loss, damage, death, lost profits, damage to property, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, physical, mental, emotional, or spiritual injury or harm, loss of income or revenue, loss of business, loss of profits or contracts, anticipated savings, loss of data, loss of goodwill, wasted time and for any other loss or damage of any kind, however and whether caused by negligence, breach of contract, or otherwise, even if foreseeable.

Should you choose to use our Website, Products, Content or Services, to the extent allowed by law, we shall not be liable to you or any party for any type of damages stemming from or perceived to stem from, any use or reliance on our Website, Products, Content or Services, including any injuries sustained as a direct or indirect result of use or reliance on such information or use of such resources. You agree to hold us harmless and release us from any and all claims arising from any use or reliance on information on our Website, Products, Content or Services, whether now known, or discovered in the future. You expressly agree not to make any claims against the Company, including our parents, owner(s), or affiliates, and each their respective directors, officers, contractors, and agents.

You specifically acknowledge and agree that we are not liable for any defamatory, offensive or illegal conduct of any other Website participant or user, including you.

B. *Technology Disclaimer.*

By using our Website, you acknowledge and agree that we make no guarantees or warranties regarding our Website and its condition, including its functionality, the existence of viruses, uninterrupted use and availability.

We strive to ensure that the availability and delivery of our Website, Content, or Services is uninterrupted and error-free. However, we cannot guarantee that your access will not be suspended or restricted from time to time, to allow for repairs, maintenance, updates or other functions. To the fullest extent permitted by law, you acknowledge and agree that we are not

liable to you for damages, refunds, or any other remedy, should our Website, Content, or Services become unavailable, slow or incomplete for any reason. You agree that in the event of an interruption of the access to our Website, we do not owe you any refunds or reimbursement.

We have made every effort to display as accurately as possible the colors and images of our Products that appear on the Website. We cannot guarantee that your computer's monitor or mobile device's display of any Product (color, size, etc.) will be accurate. If you have any questions regarding our Products, please email us at: webmaster@acypaa.org.

You acknowledge and agree that we may, at any time, in our sole discretion, discontinue our Website, Content, or Services, without any notice, and such items may no longer be available. You acknowledge and agree that we are in no way obligated to continue operating our Website and that we are not liable to you in any way for a decision to cease its operation.

C. *Health Disclaimer.*

Our Website does not provide medical advice. The Website and its Content are not intended to be a substitute for professional medical advice, mental health advice or counseling, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical or mental health condition. Never disregard professional medical advice or delay in seeking it because of something you have read on this Website.

D. *Errors and Omissions Disclaimer.*

We strive to include the most up-to-date and accurate information on Website, Content, and Services. You acknowledge and agree that information contained on our Website, Content, or Services may inadvertently include inaccuracies, errors or omissions and we expressly exclude any and all liabilities for these inaccuracies, errors or omissions. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its Contents.

E. *Information Posted Disclaimer*

This Website may include content provided by third parties, including materials and content provided by other users, third-party licensors, syndicators, aggregators, and/or reporting services.

All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the Content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

12. Changes to the Website

We may update this Website from time to time, but our Products, Content or Services are not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

13. Linking to the Website and Social Media Features

You may link to our Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

This Website may provide certain social media features that enable you to:

- o Link from your own or certain third-party websites to certain Content on this Website.
- o Send emails or other communications with certain Content, or links to certain Content, on this Website.
- o Cause limited portions of Content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the Content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- o Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- o Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

14. Links from the Website and Third-Party Services

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links to our third-party service providers, third-party social media websites, and links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Certain services made available via the Website are delivered by third party websites and organizations. By using any Product, Service or functionality originating from our Website, you hereby acknowledge and consent that, subject to our Privacy Policy, we may share such information and data with any third party with whom we have a contractual relationship to

provide the requested Product, Service or functionality on behalf of our Website's users and customers.

15. Geographic Restrictions

The owner of the Website is based in the State of California in the United States. We make no claims that the Website, any of its Content, or any of our Services or Products are accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

16. Assumption of Risk and Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data.

YOUR USE OF THE WEBSITE, ITS PRODUCTS, CONTENT, OR ANY SERVICES OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY PRODUCTS, CONTENT, OR SERVICES OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

NEITHER ACYPAA, NOR ANY PERSON OR ENTITY ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS PRODUCTS, CONTENT, OR SERVICES OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

17. Limitations on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL ACYPAA, ITS PARENTS, OWNERS, AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR ANY LOSS OR

DAMAGE, UNDER ANY LEGAL THEORY, CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS PARENTS, OWNERS, AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, DEATH, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

18. Indemnification

To the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless the Company, its parents, owners, affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to any use of the Website's Content, Services, and Products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

19. Term and Termination

These Terms of Use will take effect at the time you begin using the Website. The Company reserves the right, with or without notice, at any time and for any reason to deny you access to the Website or to any portion thereof, and to terminate these Terms of Use. These Terms of Use will terminate automatically if you fail to comply with the terms set forth herein. You may terminate these Terms of Use at any time by ceasing to use the Website, but all applicable provisions of these Terms of Use will survive such termination. Upon termination, you must destroy all copies of any portion of the Website, including any Content, in your possession.

20. Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action, demand for arbitration, or other proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of California, in each case located in the City of Covina and County of Los Angeles, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

21. Arbitration

For all disputes, please first give us an opportunity to resolve the dispute which is done by emailing the following information to webmaster@acypaa.org: (1) your name, (2) your address, (3) a written description of your claim, and (4) a description of the specific relief you seek. If we do not resolve the dispute within forty-five (45) days after receiving your notification, then you may pursue your dispute in arbitration.

If the dispute is not resolved as provided above, either party may initiate arbitration proceedings. The American Arbitration Association (“**AAA**”), <https://jaginc.com/>, or JAMS, www.jamsadr.com, will arbitrate all disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration only and shall in no event be commenced as a class arbitration or a consolidated, collective, or representative action or arbitration, and the arbitrator shall only be empowered to hear individual claims. All issues shall be for the arbitrator to decide, including the scope of this Provision. The parties agree that they may arbitrate via videoconference or telephone or other remote option.

Because this Website and these Terms of Use concern interstate commerce, the Federal Arbitration Act (“**FAA**”) governs the arbitrability of all disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party or if required by applicable law. Such award will be final and binding on the parties, except for any right of appeal provided by the FAA or other applicable law and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms of Use, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

The parties agree that to the extent allowable, the terms, outcome, results, settlement and other matters related to any arbitrated dispute shall remain confidential.

This arbitration provision shall survive the termination of these Terms of Use.

22. Class Action Waiver

Any arbitration under these Terms of Use will take place on an individual basis; class arbitrations and class, representative, or collective actions are not permitted.

THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER.

Further, unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

23. Limitation on Time to File Claims

UNLESS PROHIBITED BY LAW, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

24. Waiver of Jury Trial

EACH PARTY VOLUNTARILY AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OF USE.

25. Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by an arbiter, court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

26. Entire Agreement

The Terms of Use, our Privacy Policy, and other Website policies as applicable, constitute the sole and entire agreement between you and ACYPAA regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website. Whenever the context requires, the singular shall include the plural, and the plural shall include the singular.

27. Your Comments and Concerns

This Website is operated by All California Young People in Alcoholics Anonymous, Inc, a California non-profit corporation. All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: webmaster@acypaa.org.

All other Notifications may be sent to: webmaster@acypaa.org.

Our mailing address is:
440 N. Barranca Avenue, Ste. 7513
Covina, CA 91723
USA