

60 Plus TERMS & CONDITIONS

Effective Date: January 8, 2026

Welcome to the **60 Plus** website. By accessing or using our website and services, including SMS/MMS (Text) communications, you agree to be bound by these Terms & Conditions. Please read them carefully. If you do not agree with any part of these terms, you should not use our website or services.

1. Use of Website and Services

The 60 Plus website is provided to support our mission to promote civic engagement. By using our website and services, you agree to:

- Use the website and services only for lawful purposes.
- Not engage in any activity that disrupts or interferes with the website or its services.
- Refrain from posting or transmitting any harmful, offensive, or illegal content.

2. SMS/MMS (Text) Messaging Terms

By providing your phone number and opting in, you consent to receive SMS & MMS (Text) messages from us regarding events, updates, and campaigns.

Message Frequency: Message frequency may vary depending on campaigns or events.

Message and Data Rates: Message and data rates may apply depending on your mobile carrier. **60 Plus** is not responsible for any charges incurred by your carrier.

Opt-Out: You can opt out of receiving SMS/MMS messages at any time by replying **STOP** to any of our messages. This will unsubscribe you from our text messaging list.

Customer Support: For help or more information, reply **HELP** or contact us directly at info@60plus.org or call **703-807-2070**.

Privacy: We respect your privacy. All personal information collected is handled in accordance with our Privacy Policy.

3. Privacy and Data Use

Your use of our website and services is subject to our Privacy Policy, which outlines how we collect, use, and safeguard your personal information. We will **never sell, rent, or share** your personal data with third-party marketers.

4. Donations

All donations made through our website are voluntary and non-refundable. We use secure payment processors, and we do not store any credit card information. Donations support our mission and programs directly.

5. Intellectual Property

All content on the website, including text, graphics, logos, images, and videos, is the property of 60 Plus and is protected by applicable copyright laws. You may not reproduce, distribute, or use any content without prior written permission from us.

6. Third-Party Links

Our website may contain links to third-party websites for your convenience. The website is not responsible for the content, policies, or practices of these

external sites. We encourage you to review the terms and privacy policies of any third-party sites you visit.

7. Disclaimers

- The website and services are provided on an "as is" basis without warranties of any kind, either express or implied.
- We do not guarantee that the website will be error-free or uninterrupted.
- **60 Plus** is not responsible for any damages resulting from your use of the website or services.

8. Limitation of Liability

To the fullest extent permitted by law, **60 Plus** shall not be liable for any direct, indirect, incidental, or consequential damages arising out of or related to your use of our website, services, or SMS/MMS communications.

9. Changes to Terms & Conditions

We reserve the right to update or modify these Terms & Conditions at any time. Changes will be posted on this page with an updated "Effective Date." Your continued use of our website and services after changes are posted constitutes your acceptance of the updated terms.

10. Governing Law

These Terms & Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of law principles.

11. Indemnification

You agree to defend, indemnify and hold harmless 60 Plus, its affiliates and its members and authorized licensees and each of their respective officers, directors, employees, agents and contractors for, from, and against any and all claims, demands, damages, losses, liabilities, judgments, cost or expense, including reasonable expenses of investigation and attorneys' fees and expenses, arising out of, based upon, or in connection with (i) your breach of any of these Terms and Conditions set forth herein; (ii) your use of Software and/or Services in violation of these Terms and Conditions; or (iii) your gross negligence, fraud or willful misconduct.

12. DISPUTE RESOLUTION – MANDATORY ARBITRATION

ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE DETERMINED BY ARBITRATION IN THE DISTRICT OF COLUMBIA, UNITED STATES OF AMERICA, BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES AND IN ACCORDANCE WITH THE EXPEDITED PROCEDURES IN THOSE RULES. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. UNLESS THE ARBITRATOR SHALL DETERMINE OTHERWISE, THE COSTS OF THE ARBITRATION SHALL BE BORNE BY YOU AND 60 PLUS EQUALLY AND YOU AND 60 PLUS SHALL EACH BEAR YOUR/ITS OWN OTHER LEGAL COSTS, INCLUDING THE FEES OF YOUR/ITS OWN ATTORNEY(S).

13. Severability

If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14. Contact Us

If you have any questions or concerns about these Terms & Conditions or our services, please contact us directly at info@60plus.org or call 703-807-2070 or write to:

60 Plus
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Alexandria, VA 22314