

WEBSITE TERMS OF USE

Updated January 29, 2020

The website located at <https://unitedwaystl.force.com/>, including its content and functionality, are collectively referred to as the “**Site**”. The Site is offered to the user (“**you**” or “**your**”) by United Way of Greater St. Louis (“**UWGSL**”, “**us**”, “**our**”, and “**we**”) conditioned on your acceptance (on behalf of yourself and/or the entity or organization that you represent), without modification, of the terms, conditions, and notices contained herein (these “**Terms**”). Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. All of those additional terms, guidelines, and rules are incorporated by reference into and are a part of these Terms.

THESE TERMS SET FORTH THE LEGALLY BINDING CONTRACT THAT GOVERNS YOUR USE OF THE SITE. BY ACCESSING OR USING THE SITE, YOU ARE ACCEPTING AND AGREEING TO THESE TERMS (ON BEHALF OF YOURSELF AND/OR THE ENTITY OR ORGANIZATION THAT YOU REPRESENT). IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS OR USE THE SITE.

You represent and warrant that you have the right, authority, and capacity to enter into these Terms (on behalf of yourself and/or the entity or organization that you represent). You may not access or use the Site or accept the Terms if you are not at least 18 years old.

1. ACCESS AND USE

1.1 Restrictions. You may use this Site only for lawful purposes relating to the mission of UWGSL, consistent with these Terms. You may not (a) license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit all or any part of the Site, or any content displayed on the Site; (b) modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; and (c) copy, reproduce, distribute, republish, download, display, post or transmit any part of the Site (in any form or by any means, except if expressly permitted by these Terms).

1.2 Modification. UWGSL may, at any time and without liability, modify, suspend, or discontinue the Site or any service or material we provide on the Site.

1.3 Ownership. Excluding any User Content (discussed below), the Site and its entire contents, features, and functionality (including all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by UWGSL, its licensors, or other providers of such material and are protected by United States and international intellectual property or

proprietary rights laws. UWGSL and its suppliers and licensors (as applicable) reserve all rights not granted in these Terms. There are no implied licenses granted or created under these Terms.

2. **ACCOUNTS** You may be required to register for an account (“**Account**”) and provide certain information about yourself and the entity or organization you represent in order to use portions of this Site. All registration information you submit must be truthful, accurate and up to date. You must maintain the confidentiality of your Account login information and you are responsible for all activities that occur under your Account. We also require that each user have their own login, and users are not permitted to use “shared accounts”. Our Site has features that allow you to add a user instead of using a shared account.

3. **USER CONTENT**

3.1 **User Content.** “**User Content**” means any information and content that you or another user submits to, or uses with, the Site (including, for example, content in the user’s profile or postings). You are solely responsible for your User Content. You assume all risks associated with use of your User Content. You may not imply to others that your User Content is provided, sponsored or endorsed by UWGSL. We may delete your User Content at any time without notice, and you are solely responsible for creating and maintaining your own backup copies of your User Content.

3.2 **License.** You grant to UWGSL an irrevocable, nonexclusive, sub-licensable, royalty-free and fully paid, worldwide license without attribution to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content (subject to our [Privacy Policy](#)) and any feedback or suggestions regarding the Site you provide (“**Feedback**”). We will treat any Feedback you provide to us as non-confidential and non-proprietary.

3.3 **Content Standards.** Your User Content must in its entirety comply with our Content Standards. The following constitute our “**Content Standards**”: (a) User Content must comply with all applicable federal, state, local, and international laws and regulations; and (b) User Content must not: (i) contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable; (ii) promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; (iii) infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person; (iv) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability or that otherwise may be in conflict with these Terms or our [Privacy Policy](#); (v) be likely to deceive any person; (vi) promote any illegal activity, or advocate, promote, or assist any unlawful act; (vii) cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person; (viii) impersonate any person, or misrepresent your identity or affiliation with any person; (ix) involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising; or (x) give the

impression that they emanate from or are endorsed by us or any other person, if this is not the case.

3.4 Acceptable Use Policy. You may use the Site only in accordance with the “**Acceptable Use Policy**” in this paragraph. You agree not to use the Site to collect, upload, transmit, display, or distribute any User Content that (i) violates any third-party right, including any intellectual property right, privacy right, or right of publicity; (ii) is unlawful, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, misleading, trade libelous, pornographic, obscene, offensive, promotes racism, hatred, or physical harm of any kind against any group or individual, or is otherwise objectionable; or (iii) violates any law, regulation, or obligations or restrictions imposed by any third party. You also agree not to: (i) upload, transmit, or distribute to or through the Site any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Site unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages; (iii) use the Site to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site, or violate the policies or procedures of such networks; (v) engage in password mining or otherwise attempt to gain unauthorized access to the Site (or to other computer systems or networks used with the Site); (vi) interfere with any other user’s use and enjoyment of the Site; or (vi) use software or automated agents or scripts to produce multiple accounts on the Site, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Site (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials).

3.5 Enforcement. We may (but have no obligation) to review any User Content, and to investigate and/or take appropriate action if we believe you have not complied with the Acceptable Use Policy, the Content Standards, or any other provision of these Terms, or you otherwise create liability for us or any other person. This may include removing or modifying your User Content, terminating or suspending your Account, and/or reporting you to law enforcement authorities.

4. PRIVACY. Information we collect on this Site is subject to our [Privacy Policy](#). By using the Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

5. THIRD-PARTY LINKS & MESSAGES; OTHER USERS

5.1 Third-Party Links. The Site may contain links to third-party websites and services, and/or display messages for third parties (collectively, “**Third-Party Links**”). Third-Party Links are not under UWGSL’s control, and UWGSL is not responsible for any Third-Party Links. UWGSL provides access to these Third-Party Links only as a convenience to you, and we do not review, approve, endorse, or make

any warranty concerning Third-Party Links. You use all Third-Party Links at your own risk, and should apply appropriate caution in doing so. When you click on any of the Third-Party Links, the privacy and data gathering practices, and other terms and policies, of that third party will apply.

5.2 Other Users. Each Site user is solely responsible for all of its own User Content. We do not control User Content and we are not responsible for any User Content, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content. Your interactions with other Site users are solely between you and such users. You agree that UWGSL will not be responsible for any loss or damage you incur as the result of any such interactions. If there is a dispute between you and any Site user, we are under no obligation to become involved.

6. DISCLAIMERS

TO THE FULLEST EXTENT PROVIDED BY LAW, UWGSL AND OUR AFFILIATES, LICENSORS, AND SERVICE PROVIDERS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. UWGSL AND OUR AFFILIATES, LICENSORS AND SERVICE PROVIDERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT, OR THAT THE SITE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

7. LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW (1) UWGSL, OUR AFFILIATES, LICENSORS, AND SERVICE PROVIDERS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SITE, EVEN IF UWGSL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND

(2) OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SITE (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM AGGREGATE AMOUNT OF FIFTY US DOLLARS (U.S. \$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

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

8. **INDEMNIFICATION.** You agree to protect us (that is, indemnify and hold us harmless) from any claims, liabilities, losses, damages and expenses (including reasonable attorneys' fees) that we incur that are caused by your violation of these Terms or your use of the Site (including your User Contributions, your use of the Site's content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Site). UWGSL will control the defense and resolution of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter or make admissions without the prior written consent of UWGSL.

9. **SUSPENSION AND TERMINATION.** We may suspend or terminate your rights to access and/or use the Site (including your Account) at any time for any reason at our sole discretion, including for any use of the Site in violation of these Terms. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. UWGSL will not have any liability to you for any termination of your rights under these Terms, including for termination of your Account or deletion of your User Content.

10. **GENERAL**

10.1 **Changes.** We may revise and update these Terms in sole discretion. All changes are effective immediately when we post them to this Site, and the changes apply to all access to and use of the Site thereafter. Your continued use of the Site after we post revised Terms means that you accept and agree to the changes.

10.2 **Entire Agreement; Interpretation; Etc.** These Terms (including our Privacy Policy and other UWGSL documents to which a link is provided in these Terms, but excluding Third Party Links & Messages) constitute the entire agreement between you and us regarding the use of the Site. No waiver of a portion of these

Terms will be deemed a further or continuing waiver of that or any other provision, and any failure to assert a right under these Terms is not a waiver of such right or provision. The word “including” or “includes” (or variations thereof) will be deemed to be followed by “without limitation”, and the word “person” shall be broadly construed to include any natural person and any form of a legal entity, organization or association. If any provision of these Terms is held to be invalid or unenforceable, the other provisions will remain unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. UWGSL provides the Site as an independent contractor and without any agency, partnership, or fiduciary duty relationship. UWGSL may assign, subcontract, or delegate these Terms, but these Terms are personal to you and may not assign, subcontract or delegate them. These Terms shall be binding upon successors and permitted assignees.

10.3 Governing Law and Jurisdiction. Any dispute, claim and other matters relating to the Site and these Terms will be governed by the internal laws of the State of Missouri without giving effect to conflict of laws provisions. Any suit or proceeding related to the Site or these Terms must be litigated exclusively in the federal courts of the United States or the courts of the State of Missouri, in each case located in the City and County of St. Louis (and any appellate courts thereof). However, we may bring a proceeding against you for injunctive or other equitable relief in any court with jurisdiction. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

10.4 Copyright/Trademark Information. Copyright © 2020 UWGSL of St. Louis. All rights reserved. All trademarks, logos and service marks (“**Marks**”) displayed on the Site are the property of UWGSL or other third parties. You are not permitted to use these Marks without our prior written consent or the consent of the third party that owns the applicable Mark.

10.5 Contact Information:

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