

TERMS OF USE

1. General Terms of the Agreement; Acceptance.

- a. The “Terms of Use” governs use of unitedwayinc.org (“Site”). Please note these Terms of Use govern only the Site, not any other website. The “Site” includes services, technologies, content and any other materials available on the Site. By clicking “accept” or otherwise using the Site you are agreeing to these Terms of Use.
- b. This Terms of Use, pertaining to the Site, is a contract between, on the one hand, United Way of Central and Northeastern Connecticut (“UWCNCT,” “we,” “us,” or “our”) and, on the other hand, you. “You” means you personally. You represent that you are over the age of eighteen (18) years old and authorized to enter into binding obligations.
- c. YOUR RIGHT TO USE THE SITE IS SUBJECT TO YOUR ACCEPTING THE TERMS OF USE AND DOING SO ELECTRONICALLY. IF YOU DO NOT ACCEPT THE TERMS OF USE, YOU MAY NOT USE THE SITE. NOTWITHSTANDING ANY OTHER AGREEMENTS OR TERMS OF USE BETWEEN YOU AND SITE OPERATOR, THE LIABILITY OF SITE OPERATOR AND ITS AFFILIATES AND SUPPLIERS FOR INJURY ARISING OUT OF THE SITE SHALL BE LIMITED IN ACCORDANCE WITH SECTION 8, TO THE EXTENT THAT SUCH SECTION CREATES LIMITS ON LIABILITY THAT ARE MORE RESTRICTIVE AND LIMITING THAN LIMITS THAT MAY EXIST IN OTHER AGREEMENTS OR TERMS OF USE BETWEEN YOU AND SITE OPERATOR. PLEASE REVIEW SECTION 8 AND ALL THE PROVISIONS OF THESE TERMS OF USE.
You have read and agree to the Privacy Policy located on the Site. PLEASE READ THE TERMS OF USE CAREFULLY.

- **Modifications to Terms of Use.** You agree to review the Terms of Use prior to each use of the Site. You agree that we may modify the Terms of Use and that such modification shall become effective immediately upon posting of the modified Terms of Use to the Site. If you do not accept the modifications, then you must cease using the Site.
- **Permission to Use the Site; Limitations on Use of the Site.** Subject to your acceptance and while you remain in compliance with the Terms of Use, we grant you a limited, revocable, non-exclusive, non-transferable license to use the Site solely and exclusively for your own personal use and not for any other purpose. This license is solely and exclusively for your benefit and not the benefit of any third party. All other uses of the Site are prohibited.
- **Prohibited Activity.** You will not:
 - a. Access or attempt to access the Site or any part thereof that you are not authorized to access or through any means that you are not authorized to use;
 - b. Disrupt or interfere with the security of, or otherwise cause harm to the Site, systems, resources, accounts, passwords, servers or networks connected to or accessible through the Site or any affiliated or linked Sites or access or use the Site in any manner that could damage, disable, overburden, or impair any server or network used by us in connection with the Site;

- c. Use the Site to transmit any sensitive information, except the user's own personal sensitive information, such as health information, social security numbers, credit card numbers (other than your credit card number, or any other information that, if generally exposed, could lead to identity theft, financial fraud, embarrassment, or other harm;
 - d. Use the Site in any manner that infringes upon or violates any intellectual property rights or other rights or interest of any party or otherwise constitutes pornography, defamation, harassment, bullying, predatory behavior, false and deceptive advertising or hate speech;
 - e. Submit any software, programs or files via the Site that are harmful or disruptive of another's equipment, software or other property, including any corrupted files, time bombs, Trojan Horses, viruses and worms;
 - f. Disrupt, interfere with or inhibit any other user from using and enjoying the Site or other Sites;
 - g. Violate any applicable laws or regulations related to the access to or use of the Site, and/or engage in any activity prohibited by the Terms of Use;
 - h. Compile, use, download or otherwise copy any materials available on the Site (except as expressly permitted by the Terms of Use), or transmit, provide or otherwise distribute (whether or not for a fee) such materials to any third party;
 - i. Use, or allow anyone else to use, any robot, spider or other such programmatic or automatic device, including but not limited to automated dial-in or inquiry devices, to obtain information from the Site or otherwise monitor or copy any portion of the Site;
 - j. Frame, mirror or use framing techniques on any part of the Site without our express prior written consent;
 - k. Make any use of, or allow anyone else to make any use of, data extraction, scraping, mining or other data gathering tools, or create a database by systematically downloading or storing the Site, or any portion thereof, or otherwise scrape, collect, store or use the Site, except pursuant to the limited license granted by the Terms of Use;
 - l. Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Site; or
 - m. Remove any copyright, trademark or other proprietary rights notice from the Site.
- These examples of prohibited conduct are illustrative and are not exhaustive.

TO THE MAXIMUM EXTENT AUTHORIZED BY LAW WE RESERVE THE RIGHT, BUT DISCLAIM ANY OBLIGATION WHATSOEVER, TO MONITOR OUR SITE AND YOUR COMPLIANCE WITH THIS SECTION AND WITH THE TERMS OF USE AS A WHOLE.

- **Intellectual Property.**

- a. You acknowledge that we own all right, title and interest, including all intellectual property rights, in and to the Site, and you hereby disclaim any interest. We expressly reserve all rights not explicitly granted.

- b. Our trademarks may not be used in any manner (including in “meta-tags” or “hidden text”) without our prior written approval. All content included on the Site, such as text, graphics, images, audio clips, video, data, music, software and other material is owned or licensed property of UWCNCT or its suppliers or licensors and is protected by copyright or other proprietary rights. Any unauthorized use of these materials may violate trademark, copyright, patent or other laws and is prohibited.

- **Copyright Infringement.**

We respect the intellectual property rights of others. It is our policy to terminate the access privileges of those who repeatedly infringe the copyrights of others. If any person or entity believes that such party’s work has been posted on the Site in a way that constitutes copyright infringement, please contact us at the address below and provide the following information:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- b. A description of the copyrighted work that the party claims has been infringed, and identification of the URL or other specific location on the Site where the material that the party claims is infringing is located;
- c. The party’s address, telephone number and email address;
- d. A statement by the party that such party has a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
- e. A statement by the party, made under penalty of perjury, that the above-listed information in the notice is accurate and that the party the copyright owner or authorized to act on the copyright owner’s behalf.

Our designated agent for notice of copyright infringement can be reached at:

Director of Marketing and Communications
30 Laurel Street
Hartford, CT 06106
info@unitedwayinc.org
[860.493.6836](tel:860.493.6836)

- **Representations and Warranties; Disclaimer.**

- a. YOU AGREE AND ACKNOWLEDGE THAT USE OF THE SITE, INCLUDING BUT NOT LIMITED TO ANY AND ALL TECHNOLOGIES AND TOOLS, IS WITHOUT WARRANTY OF ANY KIND AND THAT THE ACCESS TO AND USE OF THE SITE, AS PROVIDED UNDER THE TERMS OF USE, IS PROVIDED “AS IS AND WHERE IS.” ALL WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES BASED ON CUSTOM AND PRACTICE. APPLICABLE LAW MAY NOT ALLOW THE ABOVE EXCLUSION OF IMPLIED WARRANTIES, SO THE EXCLUSION MAY NOT APPLY TO YOU AND SHALL APPLY ONLY TO THE MAXIMUM EXTENT ALLOWED BY LAW.

- b. WE DO NOT WARRANT THAT THE SITE WILL MEET YOUR REQUIREMENTS, THAT IT WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- c. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS, AND AFFIRMATIVELY DISCLAIM ANY SUCH WARRANTIES AND REPRESENTATIONS, REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, UWCNCT DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF ANY RECORD OR DOCUMENT GENERATED BY THE SITE.
- d. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, UWCNCT AND ITS AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, AGENTS, REPRESENTATIVES, SERVICE PROVIDERS, LICENSORS AND SUPPLIERS (UWCNCT AND SUCH OTHER INDIVIDUALS AND ENTITIES INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS “UWCNCT-RELATED PARTIES”) WILL NOT BE RESPONSIBLE OR LIABLE TO YOU OR ANY OTHER PARTY UNDER OR IN CONNECTION WITH THIS TERMS OF USE OR FOR ANY ACTIVITY RELATED TO THE SITE, WHETHER UNDER CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, FOR ANY AMOUNT IN EXCESS OF THE LESSER OF \$150 OR THE ACTUAL, DIRECT DAMAGES INCURRED IN CONNECTION WITH THE ACTIVITY GIVING RISE TO THE CLAIM. ADDITIONALLY, UWCNCT-RELATED PARTIES WILL NOT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, OR LOST PROFITS. TO THE EXTENT APPLICABLE LAW DOES NOT PERMIT THIS LIMITATION ON LIABILITY AND DAMAGES, UWCNCT’S LIABILITY AND EXPOSURE TO DAMAGES WILL BE LIMITED TO THE MAXIMUM EXTENT ALLOWED BY LAW.
- e. The appearance of external hyperlinks generated by third parties does not constitute endorsement by us or our affiliates of any content of the linked third-party Site, and we do not verify or take responsibility for the accuracy, currency, completeness or quality of the content contained on these sites. Therefore, neither UWCNCT nor its affiliates will be responsible for any errors or omissions or for the results obtained from the use of such information contained on these sites. IN NO EVENT WILL WE BE LIABLE, DIRECTLY OR INDIRECTLY, TO ANYONE FOR ANY DAMAGE OR LOSS ARISING FROM OR RELATING TO ANY USE, CONTINUED USE OR RELIANCE ON ANY THIRD-PARTY CONTENT DISPLAYED ON THE SITE, ANY PRODUCTS, SERVICES OR OTHER MATERIALS RELATING TO ANY SUCH CONTENT, ANY LINKED THIRD-PARTY SITE, OR ANY LINK CONTAINED IN A LINKED SITE.
- **Indemnification.** YOU AGREE TO DEFEND, INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY CLAIMS ARISING FROM YOUR USE OF THE SITE (EXCEPT FOR CLAIMS RESULTING DIRECTLY FROM OUR

VIOLATION OF LAW OR TORTIOUS CONDUCT), INCLUDING BUT NOT LIMITED TO, ANY CLAIM ARISING FROM ANY BREACH BY YOU OF ANY REPRESENTATION, WARRANTY OR OTHER TERM OF THE TERMS OF USE OR VIOLATION OF LAW.

Notice for California Residents.

Under California Civil Code Section 1789.3, we provide the following consumer rights notice:

- a. We are located at 30 Laurel Street, Hartford, CT 06106
 - b. There is no charge for using the Site; and,
 - c. If you have a question or complaint regarding this Site or UWCNCT's services, please send an email to info@unitedwayinc.org. You may also contact us by writing to the address listed above, or by calling us at 860.493.6836. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, California 95834, or by telephone at 916.445.1254 or 800.952.5210.
- **Injunctive Relief.** Notwithstanding anything to the contrary, UWCNCT will have the right to seek injunctive or other equitable relief in state or federal court located in Connecticut to enforce these terms or prevent an infringement of a third party's rights. In the event equitable relief is sought, each party hereby irrevocably submits to the personal jurisdiction of such court.
 - **Limitations of Actions.** WITHOUT LIMITING THE EFFECT OF ANY DISCLAIMER CONTAINED HEREIN, ANY CAUSE OF ACTION YOU MAY HAVE WITH RESPECT TO YOUR USE OF THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES.
 - **Choice of Law.** This Agreement shall be governed and interpreted in accordance with the substantive law of the State of Connecticut without regard to its conflict of law provisions.
 - **Language.** The Terms of Use has been written in the English language, and you agree that this English language version will govern your use of the Site, dispute proceedings and the other matters described in the Terms of Use.
 - **Force Majeure.** We shall be excused from performance hereunder to the extent that performance is prevented, delayed or obstructed by causes beyond our reasonable control such as strikes, riots, insurrection, fires, floods, explosions, war, governmental action, labor conditions, earthquakes or natural disasters.
 - **Assignment.** You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without our prior written consent. Notwithstanding the foregoing, we may freely assign the Terms of Use, and the rights and obligations therein, without your consent, including but not limited to, in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of our assets. Subject to the foregoing, the Terms of Use shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
 - **Notice and Electronic Communications.** Except as otherwise expressly specified in the Terms of Use, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given only upon:

- a.
 - a. Personal delivery;
 - b. The fifth business day after mailing;
 - c. The first business day after sending by email;

or

- b. The second business day after being sent by internationally-recognized overnight courier.

Notices must be addressed as follows:

- If to us,
United Way of Central and Northeastern Connecticut, 30 Laurel Street,
Hartford, CT 06106
- And for notices permitted to be sent via email, to info@unitedwayinc.org
- And, if to you, to the email address that you have provided us.

It is agreed that all agreements, notices, disclosures, and other communications provided in accordance with the Terms of Use satisfy any legal requirement that such communications be in writing. It is agreed that a printed version of this Terms of Use and/or any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.