

Volunteer WV Terms and Conditions

AUGUST 11, 2022

Volunteer West Virginia provides this volunteer opportunity service platform and application (the "Service") and this site (the "Site"), to volunteer centers, nonprofit organizations, universities and colleges, schools, governmental agencies, businesses, volunteers or visitors to the Site (collectively referred to as "Users," and each is individually a "User," or "you"), exclusively under the following terms of service and use (the "Terms"). By using the Service, you affirm you are over the age of 13 and you have read and understand the Terms and agree to be bound by thereby. We reserve the right to terminate a User's Service at any time, for any reason, including without limitation, if we learn that a User has violated these Terms.

A. YOUR RESPONSIBILITIES

You agree not to reproduce, sell, resell or exploit for any commercial or non-commercial purposes, any portion of the Service or the Site. Without our written permission, you may not: (a) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail, (b) access the Service or Site using any high volume or automated means (including but not limited to robots, spiders, crawlers, and scripts), (c) place pop-up windows over its pages, or otherwise affect the display of its pages or (d) access the Site or the Service in any manner that violates these Terms.

All information you provide to us shall be true, accurate and current.

You agree not to use the Service or Site to: (a) violate any local, state, national or international law, (b) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity, (c) stalk, harass or harm another individual, (d) promote or glorify hatred, violence or racial intolerance, (e) collect or store personal data about other Users

without their explicit permission or (f) disobey any requirements, procedures, policies, or regulations of networks connected to the Site or the Service, or interfere with or disrupt the Service, the Site or servers or networks connected to the Service or the Site.

B. DATA SECURITY AND MONITORING

Data are supplied by Users and may include, but are not limited to, volunteer opportunity descriptions, organizations' contact and other information, news, comments and recommendations, and photos. Accordingly, we have no editorial control over such data. Any data, services, offers, or other information provided by Users are those of the respective User and not Volunteer West Virginia. We do not endorse, nor are we responsible for investigating or ensuring the accuracy of, any such data, and we retain the right to modify, update, designate as inactive, or remove any data at any time. We have the right, but not the obligation, to monitor and review the Users' data to determine compliance with these Terms, laws, or regulations.

ALL volunteer opportunity service data submitted to our Site is published and searchable on-line, and therefore not private.

C. USER DATA; LICENSE; REPRESENTATION AND WARRANTY

The User is responsible for data provided to us for inclusion on the Site and as part of the Service. VOLUNTEER WEST VIRGINIA acts as a passive distributor of the User's data. However, if we believe the User's data may create a liability for us, we reserve the right to remove data. The User warrants that it's the user's data or use of the Site and the Service: (a) does not and will not contain unlawful, harmful, libelous, threatening, malicious, discriminatory, obscene or otherwise objectionable material of any kind; (b) encourage conduct that could violate any applicable national, state, or local laws, regulations, ordinances, or codes, or that could constitute a criminal offense or give rise to civil liability or (c) does not and

will not violate any non-discrimination policy. The User represents and warrants that User has the rights to any original content, marks, or images that User posts to the Site. The User will not knowingly transmit computer viruses, worms, harmful program routines or use the Site or the Service to access without authorization any other computer or machine.

D. USER RELATIONSHIPS & NON-DISCRIMINATION

You agree VOLUNTEER WEST VIRGINIA will not be responsible or liable for any loss or damage incurred as a result of any interaction or relationship with other Users, sponsors, or advertisers, or as a result of such parties' access to and use of the Site or Service. You agree to conform to VOLUNTEER WEST VIRGINIA's nondiscrimination policy in its interaction with other Users, including but not limited to consideration in qualifying for a volunteer opportunity. Specifically, Users may not discriminate based on race, color, religion, gender, sexual orientation, national origin, age genetic information, disability, or veteran status in their use of the Service or the Site.

E. LINKS

Links provided to other locations or web sites are made available for your convenience only and do not indicate our endorsement of such other location or site or its data. We do not review or control, and are not responsible for, any web sites other than Volunteer West Virginia's Site or Service, or any data available on such other web sites or locations. We are not liable for any links, information, or applications found at any other web site, Internet location, or source of information, or for your use of such information.

F. MODIFICATIONS TO THE SERVICE

We reserve the right to modify or discontinue the Service or the Site with or without notice to you. We are not liable to you or any third party should we exercise our right to modify or discontinue the Service or the Site. If

you object to any such changes, your sole recourse is to discontinue using the Service. Continued access and/or use of the Service or the Site following notice of any such changes shall indicate the User's assent to and acceptance of such changes.

G. MODIFICATIONS TO TERMS

We may change the Terms from time to time by posting a notice of such changes on the Site or notifying you via e-mail. If you object to any such changes, your sole recourse shall be to cease using the Service and/or the Site. Continued access to and/or use of the Service and/or the Site following notice of such modifications or changes shall indicate your assent to and acceptance of the Terms, including but not limited to all posted changes.

H. TERMINATION

User agrees that we, at our sole discretion, may terminate the User's use of the Service and/or the Site without prior notice, and remove and discard 's data from the Site and the Service, for any reason, with or without prior notice, including, without limitation, if we believe that a User has violated or acted inconsistently with these Terms. Users agree that we shall not be liable to the User or any third party for termination of the User's access to the Site or the Service. The User may discontinue his, her or its participation in and access to the Service at any time.

I. DISCLAIMER OF WARRANTIES

You expressly agree that use of the Service and the Site is at your own risk. The Site and the Service are provided on an "as available" and "as is" basis. The entire risk as to satisfactory quality, accuracy, performance, and results to be obtained through the use of the Site or the Service is with users. No information or advice, whether oral or written, obtained by you from VOLUNTEER WEST VIRGINIA or through the Site or the Service shall create any warranty not expressly made herein. VOLUNTEER WEST

VIRGINIA makes no warranty regarding any transactions or dealings entered into with any other parties through the Site or the Service. You understand and agree that any information downloaded or otherwise obtained through the use of the Site or the Service is done at your own discretion and risk, and that you will be solely responsible for any damage to your computer services or loss of data that results from the download of such information.

J. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL VOLUNTEER WEST VIRGINIA, ITS AFFILIATES AND THE IRRESPECTIVE DIRECTORS, OFFICERS, TRUSTEES, EMPLOYEES, INDEPENDENT CONTRACTORS AND AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM BREACH OF THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS (COLLECTIVELY, "DISCLAIMED DAMAGES").

K. INDEMNIFICATION

You agree to indemnify and hold harmless VOLUNTEER WEST VIRGINIA, its affiliates and their respective directors, officers, trustees, employees, independent contractors and agents ("Indemnified Party") from and against any losses, liabilities, suits, claims, costs, and expenses (including reasonable attorney's fees) ("Loss") arising out of or relating to any claim, suit, judgment, or proceeding brought or asserted by any third party ("Claim") alleging any breach of such party's representations, warranties or covenants under this Agreement. You shall indemnify and hold harmless VOLUNTEER WEST VIRGINIA for any Loss arising out of or relating to (a) your violation of these Terms or the rights of any other User, (b) your use of the Site or the Service, (c) any information submitted or transmitted through the Site or Service, to include submissions that infringe on the copyright or other intellectual property of third parties, or (d) the transmission of computer viruses, worms, harmful program routines or

other similar items into the Site or the Service, or using the Site or the Service to access without authorization any other computer or machine. The Indemnified Party shall notify the Indemnifying Party of any such claim of which it becomes aware and shall: (x) at Indemnifying Party's expense, provide reasonable cooperation to Indemnifying Party in connection with the defense or settlement of any such claim and (y) be entitled to participate in the defense of any such claim at its own expense with counsel of its own choosing.

L. MISCELLANEOUS

These Terms contain the entire terms between the parties. In the event, any provision of these Terms is held to be illegal, invalid or unenforceable, then such provision shall be severed from these Terms while the remaining terms shall remain binding on the parties hereto. The section titles in these Terms are for convenience only and have no contractual or legal effect. These Terms shall be governed by the laws of West Virginia and the United States, without regard to its conflicts of law provisions. Our failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action brought by you arising out of or related to the use of the Service or the Site, or specified in these Terms, must be filed within one (1) year after such claim or cause of action arose, or shall be forever barred.