

TERMS OF USE

A. Assent to Agreement.

BY USING THIS WEBSITE, YOU ARE INDICATING THAT YOU HAVE READ, ACKNOWLEDGE, AND ASSENT TO BE BOUND BY THE POLICIES, TERMS, AND CONDITIONS SET FORTH BELOW (THIS "AGREEMENT") IN THEIR ENTIRETY WITHOUT LIMITATION OR QUALIFICATION, AS WELL AS ALL APPLICABLE LAWS AND REGULATIONS, AS IF YOU HAD HAND WRITTEN AND SIGNED YOUR NAME ON A CONTRACT, AND OUR PRIVACY POLICY, WHICH IS INCORPORATED BY REFERENCE HEREIN.

THIS AGREEMENT IS A CONTRACT BETWEEN THE USER ("YOU", IF THE USER IS NOT AN INDIVIDUAL, "YOU" MEANS YOUR COMPANY, ITS OFFICERS, MEMBERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS.) AND HEARTLAND UNITED WAY ("HUW") AND GOVERNS ALL TRANSACTIONS BETWEEN YOU AND HEARTLAND UNITED WAY RELATED TO THIS WEBSITE, AS WELL AS YOUR USE OF THIS WEBSITE.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THIS WEBSITE OR DOWNLOAD MATERIALS FROM THIS WEBSITE.

B. Restrictions on Use.

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C. Intellectual Property.

All content included on this Website, such as text, graphics, logos, button icons, images, audio clips, information, data, photographs, graphs, videos, typefaces, graphics, music, sounds, and other material and software (the "Materials") is the property of HEARTLAND UNITED WAY or its content suppliers and is protected by copyrights, trademarks, trade secrets, or other proprietary

rights, and these rights are valid and protected in all forms, media, and technologies existing now or hereinafter developed. All such content is copyrighted as a collective work under the United States copyright laws (17 U.S.C. § 101, et. seq.) and international treaty provisions, and HEARTLAND UNITED WAY owns a copyright in the selection, coordination, arrangement, and enhancement of such content. All software used on this Website is the property of HEARTLAND UNITED WAY or its software suppliers and is protected by United States and international copyright laws. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the content on this Website, in whole or in part. Any use other than as contemplated herein, including the reproduction, modification, distribution, transmission, republication, display, or performance of the content on this Website, except as specifically permitted below, is strictly prohibited. All trademarks, names, and logos mentioned on this Website are the property of their respective owners. Your use of any HEARTLAND UNITED WAY trademark without the express written consent of HEARTLAND UNITED WAY is strictly prohibited.

D. Website Uptime

We take all reasonable steps to ensure that our Website is available 24 hours a day, 365 days per year. However, websites do sometimes encounter downtime due to server and other technical issues. Therefore, we will not be liable if this Website is unavailable at any time.

Our Website may be temporarily unavailable due to issues such as system failure, maintenance or repair, or for reasons beyond our control. Where possible, we will try to give our users advance warning of maintenance issues, but shall not be obligated to do so.

E. Limited License.

HEARTLAND UNITED WAY grants you a limited, nonexclusive, non-transferable personal license to access, display, and copy the Materials on this Website for personal, non-commercial use only, subject to the requirements set forth in this Agreement. This license is conditioned on your continued compliance with the terms and conditions in this Agreement. All rights not expressly granted herein are reserved.

F. Disclaimer of Warranties.

You expressly agree that use of this Website is at your sole risk. Neither HUW, nor its affiliates, nor any of their officers, directors, or employees, agents, third-party content providers, merchants, sponsors, or licensors (collectively, "Providers") warrant that this Website will be uninterrupted or error-free; nor do they make any warranty as to the results that may be obtained from the use of this Website, or as to the accuracy, completeness, reliability, security

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G. Limitation of Liabilities.

YOU AGREE THAT HEARTLAND UNITED WAY AND ITS PROVIDERS SHALL NOT BE LIABLE FOR ANY DAMAGES, LOSS, OR EXPENSE OF ANY KIND ARISING OUT OF OR RESULTING FROM YOUR POSSESSION OR USE OF THE MATERIALS, CONTENT, OR INFORMATION ON THE WEBSITE REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT, OR OTHERWISE. IN NO EVENT, INCLUDING WITHOUT LIMITATION A NEGLIGENT ACT, SHALL HEARTLAND UNITED WAY OR ANY OF ITS PROVIDERS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR INTERRUPTION OF BUSINESS), ARISING OUT OF OR IN ANY WAY RELATED TO THE MATERIALS, CONTENT OR INFORMATION ON THE WEBSITE OR ANY OTHER PRODUCTS, SERVICES, OR INFORMATION OFFERED, SOLD, OR DISPLAYED ON THE WEBSITE, YOUR USE OF, OR INABILITY TO USE, THE WEBSITE GENERALLY, OR OTHERWISE IN CONNECTION WITH

THIS AGREEMENT, REGARDLESS OF WHETHER HEARTLAND UNITED WAY OR ANY OF ITS PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

H. Your Information and Your Privacy

If you post any messages, photographs, audio or video files or other data or information on the Website, you agree to grant, and shall be deemed to have automatically granted to HEARTLAND UNITED WAY an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license in and through any medium or technology, digital or analogue, now known or later developed, to: (i) use, copy, perform, display and distribute such information and content; (ii) modify, alter, prepare derivative works of, and/or incorporate into other works, such information and content; and (iii) grant and authorize sublicenses of the foregoing. You represent and warrant that you have the right, power and authority to grant the foregoing license and you agree to release, discharge and agree to hold harmless HEARTLAND UNITED WAY from any and all claims or liability, whether known or unknown, including any and all claims in connection with the publication, production, processing, distribution or exploitation of such materials, including any claims of infringement of any rights of publicity or rights of privacy.

You acknowledge, consent and agree that HEARTLAND UNITED WAY may, at its sole discretion and to the extent permitted by law, access, read, preserve and disclose your account information, usage history and submitted messages, photographs, audio or video files or other data or information in order to: (1) comply with any applicable law, regulation, legal process, or governmental request; (2) respond to claims regarding the violation of the rights of third parties, including intellectual property rights; (3) enforce this Agreement and investigate potential violations thereof; (4) detect, prevent, or otherwise address fraud, security, or technical issues; (5) respond to your requests for customer service; or (6) protect the rights, property, or personal safety of HUW, its users, or the public.

Without limiting the foregoing, HEARTLAND UNITED WAY agrees to treat your private information in accordance with the terms of our then current privacy policy, which is incorporated herein for all purposes. [Here is a link to our privacy policy.](#)

I. Dispute Resolution.

At HEARTLAND UNITED WAY's option, any dispute relating in any way to your use of this Website may be submitted to confidential arbitration in Nebraska. Furthermore, in the case of any such dispute, HEARTLAND UNITED WAY may commence litigation, including seeking injunctive or other appropriate relief, in any state or federal court in the state of Nebraska or any state where you reside, and you irrevocably consent to exclusive jurisdiction and venue in such courts. Any arbitration under this Agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

J. Limitations on Claims.

Any cause of action you may have with respect to your use of this Website must be commenced within one (1) year after the claim or cause of action arises.

J. Term and Termination.

Without limiting its other remedies, HEARTLAND UNITED WAY may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate the license granted under this Agreement if you fail to comply with any term or condition of this Agreement. Upon such violation, you agree to terminate access to this Website.

K. Indemnification

You agree to indemnify, defend, and hold us, our officers, directors, employees, volunteers, agents, licensors, and suppliers harmless from and against any claims, actions, or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from or alleged to result from, your use of and access to the Website or your violation of these Terms or your violation of any third party right, including without limitation any trademark, copyright or other proprietary or privacy right.

L. Hyperlink Disclaimer.

As a convenience to you, HEARTLAND UNITED WAY may provide, on this Website, links to websites operated by other entities (collectively the "Linked Sites"). If you decide to visit any Linked Site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. Linked Sites, regardless of the linking form (e.g. hotlinks, hypertext links, IMG links) are not maintained, controlled or otherwise governed by HUW. The content, accuracy, opinions expressed, and other links provided by Linked Sites are not investigated, verified, monitored, or endorsed by HUW. HEARTLAND

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M. Choice of Law and Venue.

This Website is controlled, operated and administered by HEARTLAND UNITED WAY from its offices within Monroe County, Nebraska, United States of America. HEARTLAND UNITED WAY makes no representation that materials at this Website are appropriate or available for use at other locations outside of the State of Nebraska or the United States and access to them from territories where their contents are illegal is prohibited. You may not use this Website or export the Materials in violation of United States export laws and regulations. If you access this Website from locations outside of the United States, you are responsible for compliance with all local laws. This Agreement shall be governed by the laws of the State of Nebraska, without giving effect to its conflict of laws provisions. This is the case regardless of whether you reside or transact business with HEARTLAND UNITED WAY in Nebraska or elsewhere.

N. Entire Agreement.

This Agreement constitutes the entire agreement between HEARTLAND UNITED WAY and you with respect to this Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the customer and HEARTLAND UNITED WAY with respect to this Website. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If for any reason a court of competent jurisdiction finds any provision of the Agreement or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Agreement, and the remainder of this Agreement



Heartland United Way

shall continue in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

O. Modifications to Agreement.

HEARTLAND UNITED WAY MAY REVISE THE AGREEMENT AT ANY TIME AND YOU AGREE TO BE BOUND BY THE REVISED AGREEMENT. IT IS YOUR RESPONSIBILITY TO RETURN TO THIS AGREEMENT FROM TIME TO TIME TO REVIEW THE MOST CURRENT TERMS AND CONDITIONS. Any such revisions will become effective upon the date they are first posted to this Website. HEARTLAND UNITED WAY does not and will not assume any obligation to notify you of revisions to this Agreement. This Agreement shall supersede any prior or subsequent terms or conditions included with any communications or agreements, whether or not such terms or conditions are signed by HEARTLAND UNITED WAY.

P. Our Policy Concerning Children.

HEARTLAND UNITED WAY's services and this website are not intended for use by children. You may not use this website or submit ANY personal information through our website if you are under the age of 13. By using this website, you agree that you are at least 18 years of age or older. We are not liable for any damages that may result from a visitor's misrepresentation of age. Under no circumstances may anyone under age 13 use our website. Parents or legal guardians of children under 13 cannot agree to these terms on their behalf.

Q. Electronic Communications and Electronic Signatures.

YOU AGREE TO BE BOUND BY ANY AFFIRMATION, ASSENT OR AGREEMENT YOU TRANSMIT THROUGH THIS WEBSITE, INCLUDING BUT NOT LIMITED TO ANY CONSENT YOU GIVE TO RECEIVE COMMUNICATIONS FROM HEARTLAND UNITED WAY SOLELY THROUGH ELECTRONIC TRANSMISSION. YOU AGREE THAT, WHEN IN THE FUTURE YOU CLICK ON "I AGREE," "I CONSENT" OR OTHER SIMILARLY WORDED "BUTTON" OR ENTRY FIELD WITH YOUR MOUSE, KEYSTROKE OR OTHER COMPUTER DEVICE, YOUR AGREEMENT OR CONSENT WILL BE LEGALLY BINDING AND ENFORCEABLE AND THE LEGAL EQUIVALENT OF YOUR HANDWRITTEN SIGNATURE.

CONTACT US

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