

Relief Compass

END USER TERMS OF SERVICE

Last updated January 19, 2024

*****PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, INCLUDING THE LIMITATION OF LIABILITY PROVISIONS OF SECTIONS 27 AND 29.2.*****

1. AGREEMENT TO TERMS

1.1 Legally Binding Agreement. These End User Terms of Service (“Terms”) constitute a legally binding agreement made between You, whether personally or on behalf of an entity (“You” or “Your”) and Relief Compass (“RELIEF COMPASS”), governing Your access to and use of the site located at the URL www.ReliefCompass.com as well as all associated sites linked to www.ReliefCompass.com, its subsidiaries and affiliated companies (collectively, the “Site”) and all Services (as defined herein) and any software that RELIEF COMPASS provides to You that allows You to access the Site or Services from a device (an “Application”). By using the Site, Services, or Application, you are agreeing to all of these Terms; if you do not agree with any of these Terms, do not access or otherwise use the Site, Application, any Services available through the Site or Application, or any information contained on the Site, Application, or through the Services.

1.2. Ongoing Acceptance. You agree that by accessing or using the Site, Application or Services, You have read, understood, and agree to be bound by all of these Terms. Your use of the Site, Application, or Services will constitute Your ongoing acceptance of these Terms. If You do not agree with all of these Terms, then You are expressly prohibited from using the Site, Application and Services and You must discontinue use immediately.

1.3 Authority to Bind Company / Legal Entity. If You accept or agree to these Terms on behalf of a company or other legal entity, You hereby represent and warrant that You have the authority to bind such company or other legal entity to these Terms, and in such event, “You” and “Your” will refer and apply to such company or other legal entity.

1.4 Supplemental Terms. Supplemental Terms or documents that may be posted on the Site or Application from time to time are hereby expressly incorporated herein by reference.

1.5 ARBITRATION NOTICE. IMPORTANT: PLEASE REVIEW THE ARBITRATION AGREEMENT SET FORTH IN THE “BINDING ARBITRATION AGREEMENT” SECTION CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH RELIEF COMPASS ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING INTO THESE TERMS, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE ENTIRETY OF

THESE TERMS AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

2. DEFINITIONS

Unless otherwise defined in these Terms, for the purposes of these Terms, the below capitalized terms have the following meanings:

“Account” means any Relief Compass accounts or instances created by You or on Your behalf within the Site or Application for use of the Services.

“Application” means all Services and any software that RELIEF COMPASS provides You that allows You to access the Site or Services from a device.

“Authorized End User(s)” means, collectively, You and any of Your employees, agents, or contractors accessing or using the Site, Application, or Services, under the rights granted to You pursuant to these Terms. An individual may be an Authorized End User of the Site, Application, or Services whether or not they are accessing the Site, Application, or Services in an authenticated manner.

“Confidential Information” means any and all non-public information disclosed by one party to the other party in any form or medium, whether oral, written, graphical or electronic, pursuant to these Terms, that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

“RELIEF COMPASS” means RELIEF COMPASS.

“RELIEF COMPASS API” means RELIEF COMPASS’s application programming interface and any accompanying or related documentation, source code, executable applications and other materials made available by RELIEF COMPASS, including, without limitation, through its developer and via RELIEF COMPASS’s proprietary platform.

“Documentation” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions, or operations of the Services, which materials are designed to facilitate use of the Services and which are provided by RELIEF COMPASS to You in accordance with these Terms.

“Donor(s)” means a natural person or persons or non-Provider Organization entity or entities, whose primary purpose for using or accessing the Site, Application, or Services is to offer donations, resources, or help to Requesters, in connection with an emergency or disaster.

“Materials” means collectively all the text, data, information, software, graphics, photographs and more, including the Documentation, RELIEF COMPASS’s proprietary platform and RELIEF COMPASS API through which RELIEF COMPASS offers the Site, Application, and Services to You in a ‘software as-a-service” form. “Materials” include any and all intellectual property embodied in the Materials.

“Open Source Software” means all software that is available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or any other license approved by the Open Source Initiative (www.opensource.org).

“Pickup Location” means a centralized location used to deliver and pick up life-sustaining commodities, such as shelf-stable food and water, following a disaster or emergency.

“Provider Organization” means an organization or program that provides community, social, or other services, including but not limited to local businesses, food banks, government programs or agencies, non-profit organizations (NPOs), non-governmental organizations (NGOs) and community-based organizations (CBOs).

“Requester(s)” means a natural person or natural persons or someone on their behalf, whose primary purpose for using or accessing the Site, Application, or Services is to request needs, resources, or help from Donors or Provider Organizations, in connection with an emergency or disaster.

“Services” means any and all services, tools, software, content, applications and functionalities as may be provided by RELIEF COMPASS from time to time through the Site or Application.

“Site” means, collectively, the site located at the URL www.ReliefCompass.com as well as all associated sites linked thereto by RELIEF COMPASS, its subsidiaries and affiliated companies, whether as presented to end users by RELIEF COMPASS or as presented by a Provider Organization pursuant to and subject to a RELIEF COMPASS proprietary platform license granted by RELIEF COMPASS to such Provider Organization.

“Your Content” means the data, media and content submitted, stored, posted, displayed, or otherwise transmitted by You and/or any Authorized End Users on or through the Site, Application or Services, but does not include any data You collect through use of or in connection with the Services.

3. RIGHT TO MODIFY AND INTERRUPTIONS

3.1 RELIEF COMPASS Right to Modify. RELIEF COMPASS reserves the right, in RELIEF COMPASS’s sole discretion, to make changes or modifications to these Terms at any time and

for any reason. RELIEF COMPASS will alert You about any changes by updating the “Last updated” date at the top of these Terms, and You waive any right to receive specific notice of each such change. Any changes will be effective immediately upon posting the revised version (or such later effective date as may be indicated by the “Last updated” date at the top of the revised Terms). However, RELIEF COMPASS has no obligation to update any information on the Site, Application or Services. RELIEF COMPASS also reserves the right to modify or discontinue all or part of the Site, Application or Services without notice at any time.

3.2 Your Obligation to Review Terms. It is Your responsibility to periodically review these Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms by Your continued use of the Site, Application, or Services after the date such revised Terms are posted.

3.3 Sole Remedy; No Liability. If You object to any changes or modifications to these Terms, Your sole recourse is to cease using the Site, Application, and Services. Continued use of the Site, Application, or Services following notice of any such changes or modifications indicates You acknowledge and agree to be bound by the changes and modifications. RELIEF COMPASS will not be liable to You or any third party for any modification, price change, suspension, or discontinuance of the Site, Application or Services.

3.4 Legal Notices. These Terms also may be superseded by expressly-designated legal notices or terms located on particular pages of the Site or Application. These expressly-designated legal notices or terms are incorporated into these Terms and supersede the provision(s) of these Terms that are designated as being superseded.

3.5 Interruptions, Delays, Errors. RELIEF COMPASS cannot guarantee the Site, Applications or Services will be available at all times. RELIEF COMPASS may experience hardware, software, or other problems or need to perform maintenance related to the Site, Applications or Services, resulting in interruptions, delays, or errors.

3.6 No Notice; Downtime or Discontinuance. RELIEF COMPASS reserves the right to change, revise, update, suspend, discontinue, or otherwise modify the Site, Applications or Services at any time or for any reason without notice to You. You agree that RELIEF COMPASS has no liability whatsoever for any loss, damage, or inconvenience caused by Your inability to access or use the Site, Applications or Services during any downtime or discontinuance of the Site, Applications or Services.

3.7 No Support Obligations. Nothing in these Terms will be construed to obligate RELIEF COMPASS to maintain and support the Site, Applications or Services or to supply any corrections, updates, or releases in connection therewith.

4. SERVICES

4.1 Description of Services. The Site, Application, and Services are intended to provide a centralized, holistic platform for disaster relief, recovery, and preparation purposes, allowing for individuals to request needs and offer donations (including, but not limited to Donors and/or Provider Organizations), and connecting such individuals with organizations or programs that provide community, social, or other services, including but not limited to local businesses, food banks, government programs or agencies, NPOs, NGOs and CBOs (individually, each a “Provider Organization”), and allowing those Provider Organizations to coordinate their response within a collaborative map-and-queue-based user interface. Through the Site, Application, and Services, RELIEF COMPASS will generate request and donation orders for a team of dispatchers on behalf of Provider Organizations (or, in some cases, on behalf of RELIEF COMPASS), and those orders will be fulfilled by delivery drivers, warehouse workers, and other individuals as necessary, using a Pickup Location system.

4.2 RELIEF COMPASS Right to Add/Discontinue. RELIEF COMPASS reserves the right to add or discontinue any function, service, or feature of the Site, Application, or Services at any time, or to integrate services or features provided by third parties.

5. GENERAL USE OF THE SITE, APPLICATION, SERVICES

5.1 Consumer Purposes. You are permitted to use the Site, Application, and Services for individual, consumer purposes.

5.2 Intended for Adults. The Site, Application, and Services are intended for a general audience comprised of adults and those who are in need of resources and help in connection with emergencies or disasters.

5.3 Users Must be at Least 13; Adult Permission Required if under 18. By using the Site, Application, or Services, You promise that You are at least 13 years of age. If You are not yet 18 years old, You must have the permission of an adult to use the Site, Application, and Services and agree to these Terms, and that adult must be a parent or legal guardian who is willing to be responsible for Your use of the Site, Application, and Services.

5.4 Limited License. In these Terms, RELIEF COMPASS is granting You a limited, personal, non-exclusive, non-assignable, non-transferable and revocable right to access and use and to access the Materials; Your right to use the Materials is conditioned on Your compliance with these Terms. You have no other rights in the Site, Application, Services, or Materials, and You may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Site, Application, Services, or Materials in any manner. If RELIEF COMPASS permits You, in writing in advance, to make copies of any part of the Site, Application, Services, or Materials, You agree not to remove or alter any of RELIEF COMPASS’s copyright and other

proprietary notices as they appear on the Site, Application, Services, or Materials. You explicitly agree that You have not been granted any license to use RELIEF COMPASS's proprietary platform or RELIEF COMPASS API (such use would require a separate Subscription Order agreed on between You and RELIEF COMPASS).

5.5 Breach. If You breach any of these Terms the above right to access and use will terminate automatically.

6. COMPLIANCE WITH LAWS

6.1 U.S. Laws and Regulations. The Site, Application, and Services are offered, controlled, and operated by RELIEF COMPASS from its offices in the State of California, in the United States of America. RELIEF COMPASS makes no representation that any of the materials or the services to which You have been given access through the Site, Application, or Services are available or appropriate for use in other locations. The information and materials provided through the Site, Application, and Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject RELIEF COMPASS to any registration requirement within such jurisdiction or country.

6.2 Your Responsibility for Legal Compliance Outside the United States of America.

Accordingly, those persons who choose to use or access the Site, Application, or and Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

7. REGISTERING YOUR ACCOUNT

7.1 Registration. Certain functions and features of the Site, Application, and Services are only accessible following agreements signed. If applicable, you may be required to complete an account registration with RELIEF COMPASS and through an authenticated, password-protected process. In order to successfully set up an account, You may be required to provide a working email address and a preferred password through the registration page. You may also choose to provide additional information to permit RELIEF COMPASS to provide a more customized experience to You when using the Site, Application, or Services.

7.2 RELIEF COMPASS Discretion for Approval. RELIEF COMPASS will decide to approve Your requested account in RELIEF COMPASS's sole discretion. If RELIEF COMPASS does approve Your request, RELIEF COMPASS may send you an email with directions about how to complete Your registration. Through Your continued use of Your account and of the Site, Application, or Services, You agree to provide true, accurate, current, and complete information, which may be done by accessing Your account and making applicable changes or contacting Us.

7.3 Your Responsibilities. You agree to comply with these Terms when You access Your account, the Site, Application or Services and further agree that it is Your sole responsibility to obtain and maintain all equipment and services necessary to access and use Your account, the Site, Application, or Services, and timely pay all required charges, as applicable. It is Your responsibility to maintain the confidentiality of Your password(s) related to Your account and related to any third-party website RELIEF COMPASS may allow You to use to access the Site, Application, or Services. If You believe Your password(s) or security related to Your account and/or use of the Site, Application, or Services is compromised or breached in any way, You must immediately notify RELIEF COMPASS.

8. USE BY YOU AND YOUR AUTHORIZED END USERS

8.1 Sending of Referrals, Requests, Inquiries, Donation Offers; Contractual Relationships Between You and Provider Organizations. You and Your Authorized End Users may be given the ability through the Site, Application and Services to send referrals, requests, inquiries, or donation offers directly to Provider Organizations that are also authorized end users of the Site, Application, or Services. You and each such Provider Organization, not RELIEF COMPASS, are responsible for entering into any necessary contractual relationships with each other as You and such Provider Organization deem necessary, including those contracts necessary to fulfill Your and/or such Provider Organization's obligations regarding data/information protection under applicable laws and regulations. This includes, but is not limited to, circumstances where You and/or such Provider Organization are a "covered entity" or "business associate" as those terms are defined in regulations under the HIPAA (defined below). You are responsible for ensuring Your disclosures to any organization comply with HIPAA, as applicable.

8.2 RELIEF COMPASS is not a HIPAA Business Associate. RELIEF COMPASS is not a HIPAA business associate of You or any individuals or assistance organizations, and does not sign a "business associate agreement" or other written agreement governing the use or disclosure of "protected health information," as defined under 45 CFR § 160.103, with such individuals or organizations. Between You and RELIEF COMPASS, You are solely responsible for entering into a business associate agreement with any organization if, in Your sole interpretation, it is necessary to disclose to, or receive information from, such organization.

8.3 Your Responsibility for Authorized End Users. You agree that You are responsible, not RELIEF COMPASS, for the actions of Your Authorized End Users. You hereby agree that Your Authorized End Users are bound to these Terms regarding their use and access of Your account, the Site, Application, and Services. Further, You shall not engage in, and You will prohibit Your Authorized End Users from:

1. Copying or duplicating any content or materials available through the Site, Application, or Services, regardless of technique (e.g., screen-scraping, downloading, printing except as permitted in these Terms;

2. Decompiling, disassembling, reverse engineering or otherwise attempting to obtain or perceive the source code from which any software component of any of the materials or content accessible through the Site, Application, or Services, or attempting to do any of the foregoing, and You acknowledge that nothing in these Terms will be construed to grant You any right to obtain or use such source code;
3. Modifying, altering, tampering with or repairing any of the materials or contents accessible through the Site, Application, or Services, or creating any derivative product from any of the foregoing, or attempting to do any of the foregoing, except with RELIEF COMPASS's prior written consent;
4. Interfering or attempting to interfere in any manner with the functionality or proper working of the Site, Application, or Services;
5. Removing, obscuring, or altering any notice of any intellectual property or proprietary right appearing on or contained within the Site, Application, or Services;
6. Using any Open Source Software in connection with the Site, Application, or Services, in any manner that requires, pursuant to the license applicable to such Open Source Software, that any such use be:
 - a. Disclosed or distributed in source code form;
 - b. Made available free of charge to recipients; or
 - c. Modifiable without restriction by recipients;
7. Assigning, sublicensing, selling, reselling, leasing, renting or otherwise transferring or conveying, or pledging as security or otherwise encumbering, Your rights granted under these Terms;
8. Hosting, saving, preserving, memorializing, aggregating, collecting, compiling, or otherwise retaining or storing any of the materials or contents accessible through the Site, Application, or Services (or any copy thereof); or
9. Using the materials or contents accessible through the Site, Application, or Services, in any manner not expressly authorized by these Terms.

8.4 Compliance with Laws. You must ensure that Your use, and Your Authorized End Users' use of any materials or contents accessible through the Site, Application, or Services complies with all applicable laws, statutes, regulations or rules and Your use and Your Authorized End Users' use will not be done in connection with any illegal activities. Applicable laws, statutes, regulations or rules include, but are not limited to any and all applicable federal, national, state, or other privacy and data protection laws (including, where applicable, EU Data Protection Law, CCPA, and HIPAA) as may be amended or superseded from time to time. "EU Data Protection Law" means (a) the EU General Data Protection Regulation (Regulation 2016/679); (b) the EU e-Privacy Directive (Directive 2002/58/EC; and (c) any national data protection laws made under or pursuant to (a) or (b). "CCPA" means the California Consumer Privacy Act of 2017, Cal. Civ. Code sec. 1798.100 et seq. "HIPAA" means the Health Insurance Portability and Accountability Act, and its implementing regulations, 45 C.F.R. part 160 and 45 C.F.R. part 164, subparts A and E, and 45 C.F.R. part 164, subpart C.

8.5 RELIEF COMPASS's Right to Suspend Access and Use. In addition to RELIEF COMPASS's cancellation rights set forth in these Terms, RELIEF COMPASS reserves the right, in RELIEF COMPASS's discretion, to temporarily suspend Your and Your Authorized End Users' access to and use of Your account, the Site, Application, and Services:

1. During planned downtime for upgrades and maintenance to Your Account, the Site, Application, or Services. RELIEF COMPASS will generally provide notice of such planned downtime to the email You have provided to RELIEF COMPASS and associated with Your account.
2. During any unavailability caused by circumstances beyond RELIEF COMPASS's reasonable control, such as, but not limited to, acts of God, acts of government, acts of terror or civil unrest, outbreaks or pandemics or endemics involving diseases or viruses, technical failures beyond RELIEF COMPASS's reasonable control (including, without limitation, inability to access the Internet), or acts of third parties.
3. If RELIEF COMPASS suspects or detects any malicious software connected to Your account or Your or Your Authorized End Users' use of Your account, the Site, Application, or the Services.

8.6 Your Content. You retain all right, title, and interest in and to Your Content. You grant RELIEF COMPASS the right to use Your Content for purposes of making available the Services to You. Notwithstanding anything else in these Terms or otherwise, RELIEF COMPASS may monitor Your use of the Site, Application and Services and use data and information related to such use, and Your Content in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Site, Application, and Services ("Aggregated Statistics"). As between RELIEF COMPASS and You, all right, title, and interest in the Aggregated Statistics and all intellectual property rights therein, belong to and are retained solely by RELIEF COMPASS. You acknowledge that RELIEF COMPASS will be compiling Aggregated Statistics based on Your Content input into the Services and You agree that RELIEF COMPASS may:

1. Make such Aggregated Statistics publicly available; and
2. Use such information to the extent and in the manner required by applicable law or regulation and for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify You or Your Confidential Information.

9. CANCELLATION/TERMINATION OF YOUR ACCOUNT

9.1 Cancelling Your Account. You may cancel Your Account at any time by emailing RELIEF COMPASS at ReliefCompass@ReliefCompass.com. You agree and acknowledge that upon cancellation, RELIEF COMPASS may immediately suspend Your Account. RELIEF COMPASS reserves the right to delete all information, data, content and materials that You and/or Your Authorized End Users have inputted into Your Account.

9.2 Modifying, Suspending, or Terminating Your Account. RELIEF COMPASS reserves the right to modify, suspend or terminate Your Account or the Site, Application, or Services (or any part thereof) and/or Your and Your Authorized End Users' access to Your account or the Site, Application, or Services (or any part thereof), and remove, disable and discard any of the information, data, content and materials that You and/or Your Authorized End Users have inputted into Your account, if RELIEF COMPASS believes that You or Your Authorized End Users have violated these Terms. Unless legally prohibited from doing so, RELIEF COMPASS will use commercially reasonable efforts to contact You directly via email to notify You when taking any of the foregoing actions. RELIEF COMPASS will not be liable to You, Your Authorized End Users or any other third party for any such modification, suspension or discontinuation of Your or Your Authorized End Users' rights to access and use Your Account, the Site, Application or Services.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Content and Marks. Unless otherwise indicated, the Site, Application, and Services are RELIEF COMPASS's proprietary property and all source code, databases, functionality, software, Website designs, audio, video, text, photographs, and graphics on the Site, Application, or through the Services (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by RELIEF COMPASS or licensed to RELIEF COMPASS, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions.

10.2 RELIEF COMPASS Retains All Rights. You acknowledge that:

1. RELIEF COMPASS owns and controls all right, title and interest in the Site, Application, Services, Content and the Marks and all intellectual property rights relating thereto;
2. The Site, Application, Services, Content and Marks, and RELIEF COMPASS's tools and infrastructure constitute valuable intellectual property of RELIEF COMPASS;
3. RELIEF COMPASS does not grant to You any right or license, either express or implied, in the Site, Application, Services, Content or Marks except as specified in these Terms, and RELIEF COMPASS reserves all other rights; and
4. Your use of the Site, Application, Services, Content and Marks shall be subject to the restrictions set forth in these Terms. RELIEF COMPASS shall be entitled to use and exploit, without restriction or charge, any ideas, improvements, suggestions, feedback or enhancements to the Site, Application, Services, Content or Marks made or provided by You, Your personnel, or Your Authorized End Users.

10.3 Content and Marks Provided "As Is"; No Commercial Use. The Content and the Marks are provided on the Site, Application and through the Services "AS IS" for Your information and personal use only. Except as expressly provided in these Terms, no part of the Site, Application or Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed,

or otherwise exploited for any commercial purpose whatsoever, without RELIEF COMPASS's express prior written permission.

10.4 Limited License; Reservation of Rights. Provided that You are eligible to use the Site, Application or Services, You are granted a limited license to access and use the Site, Application, Services and Content to which You have properly gained access solely for Your personal, non-commercial use. RELIEF COMPASS reserves all rights not expressly granted to You in and to the Site, Application, the Services, the Content and the Marks.

10.5 Materials. The Materials are provided to You under a nonexclusive license and not in connection with a sale. Other than the non-exclusive license granted to You for the purposes authorized hereunder, RELIEF COMPASS retains all right, title and interest, including all copyright, patent, trade secret and other intellectual property rights, in and to all data generated from Your use of the Site, Application, Services, and Materials and all modifications and enhancements thereof, and all suggestions, ideas and feedback proposed by You regarding the Site, Application, Services, and Materials, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing.

10.6 Feedback. You hereby do and will irrevocably assign to RELIEF COMPASS all evaluations, ideas, feedback and suggestions made by You whether transmitted to RELIEF COMPASS by phone, email, or otherwise regarding the Materials, Site, Application and Services (collectively, "Feedback") and all intellectual property rights in the Feedback.

11. USER REPRESENTATIONS AND WARRANTIES

11.1 Your Representations and Warranties. By using the Site, Application or Services, You represent and warrant that:

1. You have the legal capacity and You agree to comply with these Terms.
2. You are not under the age of 18.
3. You are not a minor in the jurisdiction in which You reside, or if a minor in such jurisdiction, You have received parental permission to use the Site, Application and Services.
4. You will not access the Site, Application or Services through automated or non-human means, whether through a bot, script, or otherwise.
5. You will not use the Site, Application or Services for any illegal or unauthorized purpose.
6. Your use of the Site, Application and Services will not violate any applicable law or regulation.

11.2 Right to Suspend/Terminate Your Account. If You provide any information that is untrue, inaccurate, not current, or incomplete, RELIEF COMPASS has the right to suspend or terminate Your account and refuse any and all current or future use of the Site, Application or Services (or any portion thereof).

12. PROHIBITED ACTIVITIES

12.1 Permitted and Prohibited Purposes. You may not access or use the Site, Application, or Services for any purpose other than that for which RELIEF COMPASS makes the Site, Application, or Services available. The Site, Application, and Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by RELIEF COMPASS in prior writing.

12.2 Examples of Prohibited Acts. As a user of the Site, Application, or Services, You agree not to (these are examples only and the list below is not a complete list of everything You are not permitted to do):

1. Systematically retrieve data or other content from the Site, Application or Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from RELIEF COMPASS;
2. Make any unauthorized use of the Site, Application or Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses;
3. Use a buying agent or purchasing agent to make purchases on the Site, Application, or through the Services;
4. Use the Site, Application, or Services for any public or commercial purpose, which includes but is not limited to advertising or offering to sell goods and services and/or use of the Site, Application, or Services on another site or through a networked computer environment;
5. Circumvent, disable, or otherwise interfere with security-related features of the Site, Application or Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site, Application, or Services and/or the Content contained therein;
6. Engage in unauthorized framing of or linking to the Site, Application or Services.
7. Modify, publicly display, publicly perform, reproduce or distribute any of the Site, Application, or Services;
8. Trick, defraud, or mislead RELIEF COMPASS and other users, especially in any attempt to learn sensitive account information such as user passwords;
9. Attempt to gain unauthorized access to any portion of the Site, Application or Services or any other accounts, computer systems, or networks connected to the Site, Application, or Services, whether through hacking, password mining, or any other means;
10. Make improper use of RELIEF COMPASS's support services or submit false reports of abuse or misconduct;
11. Engage in any automated use of the Site, Application, or Services, such as using scripts to send comments or messages, or using any data mining, robots, or similar data

- gathering and extraction tools or methods in connection with the Site, Application, or Services;
12. Interfere with, disrupt, or create an undue burden on the Site, Application, or Services or the networks or servers connected to the Site, Application or Services;
 13. Manipulate the relationship between the Site, Application and/or Services with the intention to falsify information or access information beyond what is permitted hereunder.
 14. Attempt to impersonate another user or person or use the username of another user.
 15. Sell or otherwise transfer Your profile;
 16. Use any information obtained from the Site, Application or Services in order to stalk, harass, abuse, or harm another person;
 17. Use the Site, Application or Services as part of any effort to compete with RELIEF COMPASS or otherwise use the Site, Application, Services, Content or Marks for any revenue-generating endeavor or commercial enterprise;
 18. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site, Application or Services;
 19. Attempt to bypass any measures of the Site, Application or Services designed to prevent or restrict access to the Site, Application or Services, or any portion of the Site, Application or Services;
 20. Stalk, harass, annoy, intimidate, or threaten another individual, including but not limited to any of RELIEF COMPASS's employees or agents engaged in providing any portion of the Site, Application or Services to You;
 21. Impersonate any person or entity or otherwise misrepresent Your affiliation with a person or entity;
 22. Delete the copyright or other proprietary rights notice from any Content;
 23. Copy or adapt the Site, Application or Services software, including but not limited to Flash, PHP, HTML, JavaScript, or all other code;
 24. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site, Application or Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site, Application or Services;
 25. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, Web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms");
 26. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, Application or Services, or using or launching any unauthorized script or other software; or
 27. Use the Site, Application or Services in a manner inconsistent with any applicable laws or regulations, including but not limited to any local, state, national, foreign, international statute, regulation, rule, order, treaty, or other law.

12.3 Your Content. You also agree and understand that as pertaining to those sections of the Site, Application, or Services that may allow You to publicly post comments or content, You as the author are entirely responsible for the content of, and any harm resulting from, any public content posted or uploaded by You. That is the case regardless of whether Your Content in question constitutes text, graphics, audio files, information, or computer software. By making Your Content publicly available, you represent and warrant that:

1. The posting, downloading, copying and use of Your Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
2. Your Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
3. Your Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
4. Your Content does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;
5. Your Content is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and websites, and similar unsolicited promotional methods;
6. Your Content is not named in a manner that misleads Your readers into thinking that You are another person or company; and
7. Your Content does not include racially, ethnically, obscene, sexually explicit or otherwise offensive language or use the Site, Application, or Services to discuss, incite illegal activity or promote hatred against individuals or groups based on race, ethnic origin, religion, disability, gender, age, veteran status, sexual orientation, or gender identity.

12.4 Indemnity. You agree to indemnify, defend and hold RELIEF COMPASS harmless from and against all damages, losses, claims and costs (including reasonable attorneys' fees) incurred by RELIEF COMPASS as a result of Your placement of Your Content on the Site, Application, and Services.

13. PROVIDER ORGANIZATION TOOLS; REFERRALS, REQUESTS, INQUIRIES, AND DONATION OFFERS; DIRECT REPLIES

13.1 Users Who are Provider Organizations. In addition to all of the other provisions in these Terms, users of the Site, Application, and Services who are Provider Organizations, and the users who use the Site, Application and Services on such Provider Organizations' behalf are subject to the additional requirements of the entirety of this section 14. By claiming to be a Provider Organization through any method that may now or in the future become available, You represent

and warrant that You are authorized to act on Your own behalf, and on the behalf of the Provider Organization, and its Authorized End Users (collectively, "Your Provider Organization"), and to bind Your Provider Organization to the terms of these Terms. Your Provider Organization and its Authorized End Users are granted access to certain functionality through the Site, Application and Services to help Your Provider Organization with intake management, resource coordination, dispatch coordination, communication and other tasks related to Requesters who are seeking resources and/or help from Your Provider Organization and/or Donors as well as Donors who are offering donations, resources, or help for the benefit of Requesters ("Provider Organization Tools"). Provider Organization Tools and their use by Authorized End Users are subject to all terms of these Terms, in addition to any supplemental terms related to specific functionality described in this section 14.

13.2 Requests, Referrals, Inquiries, and Donation Offers. You understand that by using the Site, Application and Services, Your Provider Organization will be granted access to requests, referrals, inquiries, and donation offers made by or on behalf of other users of the Site, Application, and Services, such as Requesters, who may be seeking resources and/or help from Your Provider Organization and/or Donors, as well as offerings of donations, resources, or help made by other users of the Site, Application, and Services, such as Donors, for the benefit of other users of the Site, Application, and Services in need. These requests, referrals, inquiries, and donation offers are content generated by and are the exclusive property of the users who submit them.

RELIEF COMPASS has and is able to grant You the limited license described in these Terms, to use any request, referral, inquiry or donation offer only for the purpose of making further contact with the users who submitted it or the individual who is the subject of the inquiry or referral, such as Requesters or Donors. Your Provider Organization is not permitted to use any request, referral, inquiry or donation offer for any other purpose, unless that purpose is explicitly authorized by RELIEF COMPASS, the user who submitted it, or the individual who is the subject of the inquiry or referral. Obtaining necessary consents from the appropriate individual(s), such as Requesters or Donors, for any other use of requests, referrals, inquiries, or donation offers is Your responsibility. You agree that between Your Provider Organization and RELIEF COMPASS, Your Provider Organization is solely liable for its use of any requests, referrals, inquiries, or donation offers sent to it, whether or not such use is not explicitly authorized by these Terms. RELIEF COMPASS reserves the right, but does not have any obligation, to terminate these Terms according to the terms of the section 20 if Your Provider Organization is misusing requests, referrals, inquiries, or donation offers from other users of the Site, Application, or Services.

13.3 Modifications; Information You Upload. By claiming to be a Provider Organization, You may be granted access to make modifications or updates to the information on the Site, Application or Services related to Your Provider Organization. Any information about Your Provider Organization that You upload to the Site, Application, or Services is Your Content.

13.4 Direct Replies to Requests, Referrals, Inquiries, or Donation Offers. In certain circumstances, You may be granted the functionality to reply directly to a request, referral, inquiry, or donation offer made by other users of the Site, Application, or Services that represent a health care or care management organization. If You make use of this functionality, You agree to grant the other user, and the organization that the user represents, if any, a non-exclusive, perpetual, irrevocable, and royalty-free license to use Your reply for the purposes of maintaining or updating medical or other records held by that user, and for any other purpose related to the care of or providing

services to the individual who is the subject of the referral or inquiry. This license will survive the termination of these Terms for any reason.

13.5 Consent. RELIEF COMPASS is aware that some organizations provide services to individuals where the records related to those services are subject to the privacy requirements established in 42 CFR Part 2 – Confidentiality of Substance Use Disorder Patient Records. If Your Provider Organization provides such services, You agree that Your Provider Organization is solely liable for maintaining compliance with 42 CFR Part 2, including but not limited to collecting proper written or electronic consent from any individual where such consent is necessary to further disclose that individual's information for any purpose. While RELIEF COMPASS may provide You with communication tools related to the services that Your Provider Organization provides, it is Your Provider Organization's responsibility to ensure that those tools, and any other Provider Organization Tools, are used in compliance with all applicable laws and regulations, including 42 CFR Part 2.

14. THIRD-PARTY WEBSITES AND CONTENT

14.1 No Responsibility for Third-Party Websites and Content. The Site, Application, and Services may contain (or You may be sent via the Site, Application, or Services) links to other Websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by RELIEF COMPASS, and RELIEF COMPASS is not responsible for any Third-Party Websites accessed through the Site, Application, or the Services, or any Third-Party Content posted on, available through, or installed from the Site, Application, or the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content.

14.2 No Approval or Endorsement. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by RELIEF COMPASS. If You decide to leave the Site, Application, or Services and access the Third-Party Websites or to use or install any Third-Party Content, You do so at Your own risk, and You should be aware these Terms no longer govern.

14.3 Third-Party Policies and Purchases; RELIEF COMPASS Not Responsible. You should review the applicable terms and policies, including privacy and data gathering practices, of any Website to which You navigate from the Site, Application, or Services or relating to any applications You use or install from the Site, Application, or Services. Any purchases You make through Third-Party Websites will be through other Websites and from other companies, and RELIEF COMPASS takes no responsibility whatsoever in relation to such purchases which are exclusively between You and the applicable third party.

14.4 No Endorsement; Hold Harmless. You agree and acknowledge that RELIEF COMPASS does not endorse the products or services offered on Third-Party Websites and You shall hold RELIEF COMPASS harmless from any harm caused by Your purchase of such products or services. Additionally, You shall hold RELIEF COMPASS harmless from any losses sustained by You or harm caused to You relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

15. MANAGEMENT OF YOUR ACCOUNT

15.1 Rights Regarding Management of Account. If Applicable, RELIEF COMPASS reserves the right, but not the obligation, to:

1. Monitor Your Account, the Site, Application and Services for violations of these Terms;
2. Take appropriate legal action against anyone who, in RELIEF COMPASS's sole discretion, violates the law or these Terms, including without limitation, reporting such user to law enforcement authorities;
3. In RELIEF COMPASS's sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of Your contributions or any portion thereof;
4. In RELIEF COMPASS's sole discretion and without limitation, notice, or liability, to remove from Your Account, the Site, Application or Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to RELIEF COMPASS's systems; or
5. Otherwise, manage Your account, the Site, Application and Services in a manner designed to protect RELIEF COMPASS's rights and property and to facilitate the proper functioning of Your Account, the Site, Application and Services.
6. Issue upgraded versions of the Site, Application, or Services, in RELIEF COMPASS's sole discretion and without any prior notice. You consent to such automatic upgrading and agree that these Terms will apply to all such upgrades.

16. PRIVACY POLICY

16.1 Bound by the Relief Compass Privacy Policy. RELIEF COMPASS cares about data privacy and security. Please review the Relief Compass Privacy Policy ("Privacy Policy") posted on the Site and Application. By using the Site, Application, and Services, You agree to be bound by the Relief Compass Privacy Policy, which is incorporated into these Terms. Please be advised the Site, Application, and Services are hosted in the United States. A complete statement of the Privacy Policy can be found by [clicking here](#).

17. SECURITY AND CONFIDENTIALITY

17.1 Your Responsibilities; Duty to Notify. You are responsible for maintaining the confidentiality of Your account passwords, and You are responsible for all activities that occur using Your account passwords, including but not limited to activities of Your Authorized End Users. You agree not to share Your Account passwords, let others access or use Your Account or do anything else that might jeopardize the security of Your Account passwords. You agree to notify RELIEF COMPASS if Your Account passwords are lost, stolen, if You are aware of any unauthorized use of Your Account passwords on the Site, Application, or Services or if You know of any other compromise or breach of security in relation to Your Account, the Site, Application, or Services.

17.2 Obligations Regarding Confidential Information. You and RELIEF COMPASS agree as follows with respect to Confidential Information:

1. To use Confidential Information disclosed by the other party only for the purposes described herein;
2. To not reproduce Confidential Information of the other party, and to hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party;
3. To not create any derivative work from the Confidential Information of the other party.
4. To restrict access to the Confidential Information of the other party to its personnel, agents, and/or consultants, who have a need to have access and who have been advised of and have agreed in writing to treat such Confidential Information in accordance with these Terms; and
5. To return or destroy all Confidential Information disclosed by the other party that is in its possession upon termination or expiration of Your Account, the Application, or the Services.

17.3 Circumstances Where Confidential Information Obligations Not Applicable. Notwithstanding the foregoing, the obligations contained in this section will not apply to Confidential Information that:

1. Is publicly available or in the public domain at the time disclosed;
2. Is or becomes publicly available or enters the public domain through no fault of the recipient;
3. Is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto;
4. Is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure;
5. Is independently developed by the recipient; or
6. Is approved for release or disclosure by the disclosing party without restriction or otherwise permitted to be disclosed under these Terms.

17.4 Permitted Disclosures of Confidential Information. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required:

1. In order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or
2. To establish a party's rights under these Terms, including to make such court filings as it may be required to do.

18. COPYRIGHT COMPLAINTS / DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) NOTICE AND POLICY

18.1 Notifications. RELIEF COMPASS respects the intellectual property rights of others and it is RELIEF COMPASS's policy to remove content that violates intellectual property rights of others, suspending access to the Site, Application or Services, or any portion thereof, to any user who uses the Site, Application or Services in violation of someone's intellectual property rights, and/or terminating in appropriate circumstances the account of any user who uses the Site, Application or Services in violation of someone else's intellectual property rights. If You believe that any material available on or through the Site, Application or Services infringe upon any copyright You own or control, please immediately notify RELIEF COMPASS's Designated Copyright Agent using the contact information provided below (a "Notification").

18.2 Notification to Copy Recipient; Damages for Material Misrepresentation. A copy of Your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to federal law You may be held liable for damages if You make material misrepresentations in a Notification. Thus, if You are not sure that material located on or linked to by the Site, Application or Services infringes Your copyright, You should consider first contacting an attorney.

18.3 Notification Content Requirements. All Notifications should meet the requirements of DMCA 17 U.S.C. § 512(c)(3) and include the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Site, Application or Services are covered by the Notification, a representative list of such works on the Site, Application or Services.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit RELIEF COMPASS to locate the material.
4. Information reasonably sufficient to permit RELIEF COMPASS to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted.

5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed upon.

18.4 RELIEF COMPASS Designated Agent. For the Notification to be effective, You must provide it to RELIEF COMPASS's Designated Copyright Agent at:

RELIEF COMPASS Community Organized Relief Effort
Attention: Copyright Agent – DMCA Complaint
910 North Hill St.
Los Angeles, CA 90012

18.5 Counter-Notification. If You believe Your own copyrighted material has been removed from the Site, Application or Services as a result of a mistake or misidentification, You may submit a written counter-notification to RELIEF COMPASS's Designated Copyright Agent using the contact information provided above (a "Counter Notification").

18.6 Counter-Notification Content Requirements. To be an effective Counter Notification under the DMCA, Your Counter Notification must include substantially the following:

1. Identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled.
2. A statement that You consent to the jurisdiction of the Federal District Court in which Your address is located, or if Your address is outside the United States, for any judicial district in which RELIEF COMPASS is located.
3. A statement that You will accept service of process from the party that filed the Notification or the party's agent.
4. Your name, address, and telephone number.
5. A statement under penalty of perjury that You have a good faith belief that the material in question was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
6. Your physical or electronic signature.

18.7 Restoration of Removed/Disabled Material. If You send RELIEF COMPASS a valid, written Counter Notification meeting the requirements described above, RELIEF COMPASS will restore Your removed or disabled material, unless RELIEF COMPASS first receives notice from the party filing the Notification informing RELIEF COMPASS that such party has filed a court action to restrain You from engaging in infringing activity related to the material in question.

18.8 Damages for Material Misrepresentation; Costs and Attorney's Fees; Perjury. Please note that if You materially misrepresent that the disabled or removed content was removed by mistake

or misidentification, You may be liable for damages, including costs and attorney's fees. Filing a false Counter Notification constitutes perjury.

18.9 Termination of Repeat Infringers. RELIEF COMPASS reserves the right, in RELIEF COMPASS's sole discretion, to terminate the account or access of any user of the Site, Application or Services who is the subject of repeated DMCA or other infringement notifications.

19. TERM AND TERMINATION

19.1 Full Force and Effect; Denial of Access. These Terms shall remain in full force and effect while You use the Site, Application and Services. Without limiting any other provision of these Terms, RELIEF COMPASS reserves the right to, in RELIEF COMPASS's sole discretion and without notice or liability, deny access to an use of the Site, Application and Services (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these Terms or of any applicable law or regulation. RELIEF COMPASS may terminate your use or participation in the Site, Application or Services or delete any content or information that you posted at any time, without warning, in RELIEF COMPASS's sole discretion.

19.2 Termination/Suspension; No Fake or Borrowed Name Accounts. If RELIEF COMPASS terminates or suspends Your use or participation for any reason, You are prohibited from registering and creating a new account under Your name, a fake or borrowed name, or the name of any third party, even if You may be acting on behalf of the third party.

19.3 Right to Pursue Legal Action. In addition to terminating or suspending Your use or participation, RELIEF COMPASS reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

20. GOVERNING LAW AND VENUE

20.1 California Law Rules. These Terms are entered into in the State of California and shall be governed by and construed in accordance with the laws of the State of California, exclusive of its choice of law rules. The Site, Application and Services shall be deemed passive ones that do not give rise to personal jurisdiction over RELIEF COMPASS. Notwithstanding the preceding sentences with respect to substantive law, any arbitration conducted pursuant to the terms of these Terms shall be governed by the Federal Arbitration Act (9 U.S.C. sections 1 – 16). The application of the United Nations Convention and Contracts for the International Sale of Goods is expressly excluded.

20.2 Personal Jurisdiction and Venue in Los Angeles County, California. You agree to submit to the personal jurisdiction of the federal and state courts located in Los Angeles County, California, for any actions for which RELIEF COMPASS retains the right to seek injunctive or other equitable

relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of RELIEF COMPASS's copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration Agreement below, including any provisional relief required to prevent irreparable harm. You agree that Los Angeles County, California, is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable, and that in such case, the prevailing party will be entitled to costs and attorney's fees. In the event that any of the Terms are held by a court or other tribunal of competent jurisdiction to be unenforceable, those provisions shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect.

21. BINDING ARBITRATION AGREEMENT

21.1 Informal Resolution. To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms (each a "Dispute" and collectively, the "Disputes") brought by either You or RELIEF COMPASS (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least 40 days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

21.2 Binding Arbitration; Venue in Los Angeles County. If both Parties cannot come to an informal resolution within the 40 day period mentioned above, the Parties agree to binding individual arbitration before the American Arbitration Association ("AAA"), and not to sue in court in front of a judge or jury. Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of appeal under the Federal Arbitration Act ("FAA"). The arbitration shall be conducted in Los Angeles County, California, in accordance with the section 21. To the extent permitted by law, each Party shall bear one-half of the arbitration fees and costs incurred through the AAA, and each Party shall bear its own attorneys' fees.

21.3 Injunctive or Other Equitable Relief. Notwithstanding the above, You and RELIEF COMPASS each retain the right to bring an individual action in small claims court and the right to seek injunctive relief or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

21.4 Notice of Dispute. If You have a dispute under the first paragraph of this section (the "Informal Resolution" paragraph), and RELIEF COMPASS have not been able to resolve it, send a Notice of Dispute by U.S. Mail to RELIEF COMPASS, ATTN: DISPUTES / PRE-ARBITRATION, 910 North Hill St., Los Angeles, CA 90012, USA. Tell RELIEF COMPASS Your name, address, how to contact You, what the problem is, and what You want. RELIEF COMPASS will do the same if RELIEF COMPASS has a dispute with You. After 40 days, You or RELIEF COMPASS may start an arbitration if the dispute is unresolved.

21.5 Procedure. The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if You are an individual and use the Site, Application, or Services for personal or household use, or if the value of the dispute is \$75,000 or less whether or not You are an individual or how You use the Sites or Services, its Consumer Arbitration Rules). For more information, see www.adr.org or call 1-800-788-7879. To start an arbitration, the initiating party must provide the other party with a written Demand for Arbitration as specified in the AAA rules. (The AAA provides a form Demand for Arbitration – Consumer Arbitration Rules at the Website and phone number mentioned in the prior sentence. The Arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the State of California and will be selected by the parties from the AAA’s roster of consumer dispute arbitrators if the Consumer Arbitration Rules apply; or if the Commercial Arbitration Rules apply, from the AAA’s roster of commercial dispute arbitrators. If the Parties are unable to agree upon an Arbitrator within 7 days of delivery of the Demand for Arbitration, then the AAA will appoint the Arbitrator in accordance with the applicable AAA Rules.

22. ARBITRATION RESTRICTIONS / CLASS ACTION WAIVER

22.1 Class Actions Not Allowed. The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceedings where someone acts in a representative capacity are not allowed. Nor is combining individual proceedings without the consent of all parties.

23. EXCEPTIONS TO ARBITRATION

23.1 Disputes Not Subject to Arbitration. The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiation, and the Parties retain the right to bring an individual action in small claims court for the following Disputes:

1. Any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party;
2. Any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and
3. Any claim for injunctive relief.

23.2 Illegality or Unenforceability of Arbitration Provisions. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

24. CORRECTIONS

24.1 Right to Correct Errors. There may be information on the Site, Application or Services that contains typographical errors, inaccuracies, or omissions that may relate to the Site, Application or Services, including descriptions, pricing, availability, and various other information. RELIEF COMPASS reserves the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site, Application or Services at any time, without prior notice.

25. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT THE SITE, APPLICATION, SERVICES AND MATERIAL ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITE, APPLICATION, SERVICES AND MATERIAL WITH YOU. YOU AGREE THAT YOUR USE OF THE SITE, APPLICATION, SERVICES AND MATERIAL WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, RELIEF COMPASS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE, APPLICATION, SERVICES AND MATERIALS AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. RELIEF COMPASS MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING TITLE, OR THE ACCURACY, RELIABILITY, OR COMPLETENESS OF THE SITE, APPLICATION, SERVICES OR MATERIALS, OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE, APPLICATION OR SERVICES AND RELIEF COMPASS WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, APPLICATION, SERVICES OR MATERIALS, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF RELIEF COMPASS'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, APPLICATION OR SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE, APPLICATION OR SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE, APPLICATION OR SERVICES. RELIEF COMPASS DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, APPLICATION OR SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND RELIEF COMPASS WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

YOU EXPRESSLY AGREE THAT NEITHER RELIEF COMPASS NOR ITS AFFILIATES NOR ANY OF THEIR OFFICERS, DIRECTORS, OR EMPLOYEES, AGENTS, THIRD-PARTY PROVIDERS, MERCHANTS, SPONSORS, LICENSORS (COLLECTIVELY, "PROVIDERS") OR THE LIKE, WARRANT THAT THE SITE, APPLICATION, SERVICES OR MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE , NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, APPLICATION, SERVICES, OR MATERIALS OR AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION CONTENT OR SERVICE PROVIDED THROUGH THE SITE, APPLICATION, SERVICES, OR MATERIALS.

ALTHOUGH RELIEF COMPASS ATTEMPTS TO ENSURE THE INTEGRITY AND ACCURATENESS OF THE SITE, APPLICATION, SERVICES AND MATERIALS IT MAKES NO GUARANTEES WHATSOEVER AS TO THE CORRECTNESS OR ACCURACY OF THE SITE, APPLICATION, SERVICES, OR MATERIALS. IT IS POSSIBLE THAT THE SITE, APPLICATION, SERVICES, OR MATERIALS COULD INCLUDE INACCURACIES OR ERRORS, AND THAT UNAUTHORIZED ADDITIONS, DELETIONS AND ALTERATIONS COULD BE MADE TO THE SITE, APPLICATION, SERVICES AND MATERIALS BY THIRD PARTIES. IN THE EVENT THAT AN INACCURACY ARISES, PLEASE INFORM RELIEF COMPASS SO THAT IT CAN BE CORRECTED. INFORMATION CONTAINED ON THE SITE AND APPLICATION THROUGH THE SERVICES MAY BE CHANGED OR UPDATED WITHOUT NOTICE.

RELIEF COMPASS MAKES NO WARRANTY THAT THE SITE, APPLICATION, SERVICES OR MATERIALS WILL MEET YOUR REQUIREMENTS OR THAT THE SITE, APPLICATION, SERVICES OR MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE OR THAT DEFECTS IN THE SITE, APPLICATION, SERVICES OR MATERIALS WILL BE CORRECTED. WE MAKE NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, APPLICATION, SERVICES OR MATERIALS OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SITE, APPLICATION, SERVICES OR MATERIALS.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SITE, APPLICATION OR SERVICES OR FROM RELIEF COMPASS OR RELIEF COMPASS'S AFFILIATES, LICENSORS, AGENTS, OR AFFILIATED COMPANIES SHALL CREATE ANY WARRANTY. RELIEF COMPASS DISCLAIMS ALL EQUITABLE INDEMNITIES.

AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. USERS ARE SOLELY RESPONSIBLE FOR ENSURING THE ACCURACY OF ALL INFORMATION PROVIDED TO AND THROUGH THE SITE, APPLICATION, SERVICES, AND MATERIALS, AND RELIEF COMPASS UNDERTAKES NO RESPONSIBILITY FOR DAMAGES CAUSED BY THE INCLUSION OF ERRONEOUS, INCOMPLETE OR OUTDATED INFORMATION.

THE THIRD-PARTY DISASTER RESPONSE, RESOURCE COORDINATION, AND/OR HEALTH-RELATED ORGANIZATIONS HAVE NO CONTRACTUAL RELATIONSHIP WITH RELIEF COMPASS AND ARE NOT AGENTS, EMPLOYEES, OR INDEPENDENT CONTRACTORS OF RELIEF COMPASS OR ITS PROVIDERS. RELIEF COMPASS'S DISPLAY THROUGH THE SITE, APPLICATION AND SERVICES OF INFORMATION FROM OR RELATED TO SUCH THIRD PARTIES DOES NOT CONSTITUTE ANY SPONSORSHIP OR APPROVAL BY RELIEF COMPASS OR ITS PROVIDERS OF SUCH ORGANIZATIONS OR ANY AFFILIATE OF SUCH ORGANIZATIONS. YOUR INTERACTION WITH SUCH ORGANIZATIONS IS AT YOUR OWN RISK. RELIEF COMPASS AND ITS PROVIDERS WILL HAVE NO LIABILITY FOR THE ACTS OR OMISSIONS, REPRESENTATIONS OR NEGLIGENCE OF ANY SUCH ISSUERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM.

26. LIMITATION OF LIABILITY

IN NO EVENT WILL RELIEF COMPASS OR ITS DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUBSIDIARIES, LICENSORS, AGENTS OR SPONSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OR OTHER DAMAGES ARISING FROM OR RELATING IN ANY WAY TO YOUR USE OF THE SITE, APPLICATION OR SERVICES, AND/OR ANY HYPERLINKED WEBSITE, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF RELIEF COMPASS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, APPLICATION OR SERVICES AND/OR HYPERLINKED WEBSITES IS TO STOP USING THE SITE, APPLICATION OR SERVICES AND/OR HYPERLINKED WEBSITES, AS APPLICABLE. YOU HEREBY ACKNOWLEDGE THAT THIS PARAGRAPH APPLIES TO THE SITE, APPLICATION AND SERVICES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THESE TERMS HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

THE CUMULATIVE LIABILITY OF RELIEF COMPASS OR ITS DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUBSIDIARIES, LICENSORS, AGENTS OR SPONSORS, TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THESE TERMS, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF \$100. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THESE TERMS HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

27. INDEMNIFICATION

27.1 Indemnity. You agree to hire attorneys to defend, indemnify, and hold RELIEF COMPASS harmless, including RELIEF COMPASS's subsidiaries, affiliates, and all of RELIEF COMPASS's respective officers, directors, agents, partners, employees, successors, licensees, and assigns from and against any loss, damage, liability, claim, action or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

1. Your or Your Authorized End Users' use of the Site, Application or Services;
2. Your or Your Authorized End Users' violation or breach of these Terms;
3. Any breach of Your representations and warranties set forth in these Terms;
4. Your negligence or willful misconduct;
5. Any products or services offered or otherwise provided by You;
6. Your violation of the rights of a third party, including but not limited to intellectual property rights;
7. Any overt harmful act by You toward any other user of the Site, Application or Services with whom You connected via the Site, Application or Services; or
8. Any violation of applicable local, state, or federal laws or regulations by You or Your Authorized End Users.

27.2 Damages; Assumption of Defense; Reasonable Efforts to Notify. You also agree to pay any damages that RELIEF COMPASS may incur as a result of Your violation of these Terms. You alone are responsible for any violation of these Terms by You or Your Authorized End Users. Notwithstanding the foregoing, RELIEF COMPASS reserves the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify RELIEF COMPASS, and You agree to cooperate, at Your expense, with RELIEF COMPASS's defense of such claims. RELIEF COMPASS will use reasonable efforts to notify You of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

28. USER DATA

28.1 Data Maintenance. RELIEF COMPASS will maintain certain data that You transmit to the Site, Application or through the Services for the purpose of managing the Site, Application and Services, as well as data relating to Your use of the Site, Application and Services. You are solely responsible for all data that You transmit or that relates to any activity You have undertaken using the Site, Application and Services.

28.2 No Liability to RELIEF COMPASS. YOU AGREE THAT RELIEF COMPASS SHALL HAVE NO LIABILITY TO YOU FOR ANY LOSS OR CORRUPTION OF ANY SUCH DATA, AND YOU HEREBY WAIVE ANY RIGHT OF ACTION AGAINST RELIEF COMPASS ARISING FROM ANY SUCH LOSS OR CORRUPTION OF DATA.

29. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

29.1 Your Consent to Receive Electronic Communications. Visiting and/or using the Site, Application, and Services, sending RELIEF COMPASS emails, and completing online forms constitute electronic communications. You consent to receive electronic communications from RELIEF COMPASS. These electronic communications may include notices or disclosures about applicable fees and charges or other issues, disclosures, transactional information, and other information concerning or related to the Site, Application, or Services. You agree that all notices, agreements, disclosures or other communications RELIEF COMPASS provides to You electronically will satisfy any legal communication requirements, including that such communications be in writing.

29.2 Electronic Signatures; Notices. You hereby agree to the use of electronic signatures, contracts, order, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by RELIEF COMPASS or via the Site, Application or through the Services.

29.3 Waiver of Rights. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

29.4 Automatic Filtering. RELIEF COMPASS is not responsible for any automatic filtering You or Your network provider may apply to communications RELIEF COMPASS sends to an e-mail address that You provide to RELIEF COMPASS.

30. MISCELLANEOUS

30.1 Entire Agreement. These Terms and any policies or operating rules posted by RELIEF COMPASS on the Site, Application or Services constitute the entire agreement and understanding between You and RELIEF COMPASS. RELIEF COMPASS's failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. RELIEF COMPASS does not guarantee that RELIEF COMPASS will take action against all breaches of these Terms.

30.2 Assignment. These Terms operate to the fullest extent permissible by law. RELIEF COMPASS may assign any or all of RELIEF COMPASS's rights and obligations to others at any time. RELIEF COMPASS shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond RELIEF COMPASS's reasonable control.

30.3 Severability. If any provision or part of a provision of these Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

30.4 Independent Parties. There is no joint venture, partnership, employment or agency relationship created between You and RELIEF COMPASS as a result of these Terms or use of the Site, Application or Services. You agree that these Terms will not be construed against RELIEF COMPASS by virtue of having drafted them.

30.5 Your Waiver of Defenses. You hereby waive any and all defenses You may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms.

30.6 Headings. Headings in these Terms are for reference purposes only and do not limit the scope or extent of such section.

30.7 English Language Governs These Terms. These Terms are written in the English language. If any translated versions of these Terms conflict with the English language version, the English version of these Terms controls.

31. CONTACT RELIEF COMPASS

In order to resolve a complaint regarding the Site, Application, or Services or to receive further information regarding use of the Site, Application, or Services, please contact RELIEF COMPASS at:

RELIEF COMPASS Community Organized Relief Effort
ReliefCompass@ReliefCompass.com