

Website Terms & Conditions

Effective Date: 10/01/2020

Site Covered: www.wheelitforwardusa.org

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY.

The following are the terms of an agreement between You and Wheel it Forward a charitable organization whose mission is to create, template, and operate a branded lending library where people who need durable medical equipment (DME) can borrow it, and where people who have lightly used DME can conveniently donate it to benefit others, and the environment. (You and Wheel it Forward are also referred to as the "Parties".)

By accessing or using this Website, You acknowledge that You agree to these terms. If You do not agree to these terms, please do not use this Website.

1) AGE RESTRICTION

You must be at least eighteen (18) years of age to use this Website or any services contained herein (the "Services"). By using this Website, You represent and warrant that You are at least 18 years of age and may legally agree to this Agreement. Wheel it Forward assumes no responsibility or liability for any misrepresentation of Your age.

2) LICENSE TO USE WEBSITE & INTELLECTUAL PROPERTY

Wheel it Forward may provide You with certain information as a result of your use of the Website . Such information may include, but is not limited to, documentation, data, or information developed by Wheel it Forward, and other materials which may assist in your use of the Website ("Wheel it Forward Materials"). Wheel it Forward grants You a non-exclusive, limited, non-transferable, and revocable license to use Wheel it Forward Materials solely in connection with your use of the Website. Wheel it Forward Materials may not be used for any other purpose except with Wheel it Forward's express written consent.

Material from the Website may not be copied or distributed, or republished, uploaded, posted, or transmitted in any way, without the prior written consent of Wheel it Forward, EXCEPT: You may download one copy of the material on one computer for your personal, non-commercial home use only, provided You do not delete or change any copyright, trademark or other proprietary notices. Modification or use of the Wheel it Forward Materials for any other purpose violates the intellectual property rights of Wheel it Forward.

Related to your use of this Website, You hereby grant Wheel it Forward a royalty-free, non-exclusive, worldwide license to copy, display, use, broadcast, transmit, and make derivative works of any content You publish, upload or otherwise make available to the Website ("your Content"). Wheel it Forward claims no further proprietary rights in your Content. If You feel that any of your intellectual property rights have been infringed or otherwise violated by the posting of information or media by another of our users, please contact us.

3) ACCEPTABLE USE

You agree not to use the Website for any unlawful purpose, or any purpose prohibited under this clause. You agree not to use the Website in any way that could damage the Website, Services or general business of Wheel it Forward.

You further agree not to use the Website or Services:

- a) To harass, abuse, or threaten others or otherwise violate any person's legal rights;
- b) To violate any intellectual property rights of Wheel it Forward or any third party;
- c) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- d) To perpetrate any fraud;
- e) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- f) To publish or distribute any obscene or defamatory material;
- g) To publish or distribute any material that incites violence, hate or discrimination towards any group; or
- h) To unlawfully gather information about others.

4) PRIVACY INFORMATION

Through your use of the Website, You may provide us with certain information. By using the Website or the Services, You authorize Wheel it Forward to use your information in the United States and any other country where We may operate.

Wheel it Forward's use and retention of personally-identifiable information You provide to Wheel it Forward through this site, including in connection with any Submission, is governed by the Wheel it Forward's Privacy.

5) MEDICAL INFORMATION AND GENERAL INQUIRY FORM

If you are not certain that you are legally authorized to do so, do not provide ANY medical information to the Wheel it Forward. Only individuals who are legally authorized to provide all such information may use the Website's General Inquiry Form.

6) ASSUMPTION OF RISK

The Website is provided for communication purposes only. You acknowledge and agree that any information posted on our Website is not intended to be legal advice, medical advice, or financial advice, and no fiduciary relationship has been created between You and Wheel it Forward. You further agree that your use of this Website is at your own risk. Wheel it Forward does not assume responsibility or liability for any advice or other information given on the Website.

7) REVERSE ENGINEERING, SECURITY & SPAM

You agree not to undertake any of the following actions:

- I. Reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the Website or Services.
- II. Violate the security of the Website through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.
- III. Use the Website or any of Wheel it Forward's Services for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.
- IV. Use of the Website or any of Wheel it Forward's Services other than in accordance with (i) this Agreement, (ii) any specifications, or (iii) all applicable laws and regulations, including export laws and regulations of the United States or any other country, including any export, re-export, or use of the Wheel it Forward's Services or the Website to provide services in violation of such export laws and regulations.

8) THIRD-PARTY LINKS, CONTENT & SERVICES

Wheel it Forward may occasionally post links to third party websites or other services. You agree that Wheel it Forward is not responsible or liable for any loss or damage caused as a result of Your use of any third party services linked to from Our Website.

For donations, Wheel it Forward may use third-party services such as Paypal. In using these services, You agree at all times to all applicable terms and conditions set forth by the third-party service provider, e.g. PayPal services. Those terms and conditions may be amended from time-to-time at the sole discretion of the third-party service provider. Paypal terms can be found on <https://www.paypal.com/us/webapps/mpp/ua/legalhub-full>.

Wheel it Forward uses a third-party service through myTurn to provide a platform for Our users to select, reserve, and borrow durable medical equipment. In using these services, You agree at all times to all applicable terms and conditions set forth by the third-party service provider, e.g. myTurn services. Those terms and conditions may be amended from time-to-time at the sole discretion of the third-party service. myTurn terms can be found on <https://myturn.com/about/terms-and-conditions/>.

9) MODIFICATION & VARIATION

Wheel it Forward may, from time to time and at any time without notice to You, modify this Agreement. You agree that Wheel it Forward has the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement.

If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement, shall be enforced to the fullest extent allowed by law as to affect the intention of the parties, and shall not affect the validity and enforceability of any remaining provisions.

10) TERM, TERMINATION & SUSPENSION

You or Wheel it Forward may terminate this Agreement at any time. You may terminate this Agreement by: (a) ceasing to access the Website; and (b) destroying all materials obtained from the Website; and (c) destroying all related documentation and all copies. Wheel it Forward may terminate this Agreement at any time in its sole discretion, including but not limited to if, in its sole judgment,

You violate any of the terms of the Agreement. At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

11) DISCLAIMER OF WARRANTY

USE OF THIS WEBSITE IS AT YOUR SOLE RISK. ALL MATERIALS, INFORMATION, AND SERVICES ARE PROVIDED "AS IS," WITH NO WARRANTIES OR GUARANTEES WHATSOEVER. WHEEL IT FORWARD EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITATION, WHEEL IT FORWARD MAKES NO WARRANTY OR GUARANTEE THAT THIS WEB SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

YOU UNDERSTAND AND AGREE THAT IF YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIALS, INFORMATION, OR SERVICES FROM THIS WEB SITE, YOU DO SO AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES THAT MAY RESULT, INCLUDING LOSS OF DATA OR DAMAGE TO YOUR COMPUTER SYSTEM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

12) LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WHEEL IT FORWARD BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY TYPE WHATSOEVER RELATED TO OR ARISING FROM THIS WEBSITE OR ANY USE OF THIS WEBSITE, OR OF ANY SITE OR RESOURCE LINKED TO, REFERENCED, OR ACCESSED THROUGH THIS WEBSITE, OR FOR THE USE OR DOWNLOADING OF, OR ACCESS TO, ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOST SAVINGS OR LOSS OF PROGRAMS OR OTHER DATA, EVEN IF WHEEL IT FORWARD IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION AND WAIVER OF LIABILITY APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED ON CONTRACT, WARRANTY, TORT, OR ANY OTHER LEGAL THEORIES.

13) GENERAL PROVISIONS:

- I. **JURISDICTION, VENUE & CHOICE OF LAW:** Through your use of the Website or Services, You agree that the laws of the State of Connecticut shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between You and Wheel it Forward, with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts of the following county: Fairfield, Connecticut. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. You hereby waive the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.

- II. **ARBITRATION:** In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the following county: Fairfield, Connecticut. The arbitration shall be conducted by a single arbitrator and such arbitrator shall have no authority to add parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be selected by the mutual agreement of the parties and shall be bound by applicable and governing Federal law as well as the law of the following state: Connecticut. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes or regulations. *Intellectual property claims by Wheel it Forward will not be subject to arbitration and may, as an exception to this sub-part, be litigated.* The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

- III. **ELECTRONIC COMMUNICATIONS PERMITTED:** Electronic communications are permitted to both Parties under this Agreement, including e-mail or fax. For any questions or concerns, please email Us at the following address: info@wheelitforwardusa.org