TERMS OF USE – Connecting Point & HandsOn Connect

AUTHORITY TO ENTER INTO AGREEMENT

By clicking “Agree” at the end of these Terms of Use I declare that I am authorized to enter this agreement on behalf of myself as a volunteer, or on behalf of the organization as its representative, and that this agreement is binding.

Connecting Point TERMS OF SERVICE AND USE

Connecting Point provides the Connecting Point Volunteer Hub site available at https://volunteerhub.211placer.org/("**Site**"). The Site offers the services, including but not limited to the online volunteer referring service and other information and services related thereto (collectively, the "**Services**") to our users, whether they be nonprofit organizations, volunteers, readers of our newsletters, alerts, and/or blog, community partners, or other visitors to the Site. "**You**" means the individual person entering the Terms on his or her own behalf; or, if the Terms is being entered on behalf of an organization, such as an employer, "**you**" means the organization on whose behalf this Agreement is entered, and in the latter case, the person entering this Agreement represents and warrants that he or she has the authority to do so on the organization’s behalf.

These Connecting Point Terms of Service and Use set forth the legally binding terms of your access to and use of the Site and Services (the "**Terms**").

Please read the Terms carefully. You understand and agree that these terms set forth the legally binding terms and conditions for your use of the Site and Services, and the Site and Services are made available and provided to you under these Terms. **By visiting, using or accessing Site and/or the Services, you agree to comply with and be bound by the Terms**. If you do not agree with these Terms, you should leave the Site and discontinue use of the Site and Services immediately. If you wish to register to make use of the Services you must read these Terms and indicate your acceptance during the registration process. Note, however, that these Terms apply to your access to and use of the Site and Services regardless of whether you register. We reserve the right to terminate your use or access to the Services at any time for any reason, including, without limitation, if we learn that you have provided false or misleading information or have violated the Terms.

1.CONNECTING POINT VOLUNTEER HUB ACCOUNT

Registering. Depending on what Services you desire to receive, you may need to register. You will find registration instructions on the Site.

Eligibility. By registering you represent that: (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; and (c) your use of the Services does not violate any applicable law or regulation. Your profile may be deleted or suspended without warning if we have reason to believe that you do not meet eligibility requirements.

Email address and Password. If you sign up either to post volunteer opportunities or to search volunteer opportunities, you will also be asked to choose an email address and password for your profile. You are solely responsible for maintaining the confidentiality of your password and all use of your email address, password, and profile. You agree not to use the profile, email address, or password of another participant at any time unless expressly authorized by such participant. You agree to notify us immediately if you suspect any unauthorized use of your profile or access to your password.

Term. This Agreement shall remain in full force and effect while you use the Site and/or Services of the Connecting Point Volunteer Hub. You may terminate your involvement at any time, for any reason, by sending an email to volunteerhub@connectingpoint.org. We may terminate or suspend your data for any reason in our sole discretion, effective immediately upon sending notice to you at the primary e-mail address you have stored in your profile.

Access to the Site and Services is made available for your personal, internal, non-commercial use. You may not frame the Site or Services, or make available, or facilitate distribution of the Site, Services, or Content (as defined below) through any means or medium unless otherwise expressly approved in writing by Connecting Point.

Registration and access to the Site and Services does not indicate in any way an employee/employer relationship between you and Connecting Point.

2. YOUR RESPONSIBILITIES

You must not use the Site or Services to: (a) violate any local, state, national or international law or regulation; (b) violate any third-party right, including any intellectual property or privacy right; (c) stalk, harass, threaten, or harm another individual; (d) collect or store personal data about other users without their express consent; (e) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity (including a non-profit organization or Connecting Point); or (f) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services, through the use of automated software or otherwise. You must not reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Content, Site, or Services, use of the Content, Site or Services, or access to the Content, Site, or Services. You may not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site or Services or access the Site or Services in order to build a similar or competitive service. You may not introduce

software or automated agents to the Site or Services so as to produce multiple accounts, generate automated searches, requests, and/or queries, or to strip, scrape, or mine data from the Site or Services. Without our prior written consent, you may not (a) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam); (b) use any high volume, automated, or electronic means (including without limitation robots, spiders, scripts or other automatic device) to access the Services or monitor or copy our web pages or the content contained thereon; or (c) frame the Site, place pop-up windows over its pages, or otherwise affect the display of its pages. All information that you provide to us will be true, accurate, and current.

3. MODIFICATIONS TO TERMS

We may change the Terms or the Connecting Point Volunteer Hub Privacy Policy, from time to time. We will notify you of any such changes via e-mail or by posting notice to the Site. You agree that such amended Terms will be effective 30 days after the notice is sent to you or posted on the Site, and your continued access to the Site or use of the Services after that time shall constitute your acceptance of the amended Agreement. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. These changes will be effective immediately for new users of our Site or Services. If you object to any such changes, your sole and exclusive remedy shall be to terminate your profile and/or data by sending an email to volunteerhub@connectingpoint.org. In addition, certain areas of the Services may be subject to additional terms of use. By using such areas, or any part thereof, you agree to be bound by the additional terms of use applicable to such areas. In the event that any of the additional terms of use governing such areas conflict with these Terms, these Terms shall control. Any future release, update, or other addition to functionality of the Site or Services shall be subject to these Terms.

4. MODIFICATIONS TO SERVICES

We reserve the right to modify or discontinue the Site or Services with or without notice to you. We shall not be liable to you or any third party should we exercise our right to modify or discontinue the Site or Services. If you object to any such changes, your sole recourse shall be to cease using the Site and/or Services. Continued use of the Site and/or Services following notice of any such changes shall indicate your acknowledgement of such changes and satisfaction with the Site and/or Services as so modified.

5. PRIVACY

The collection, use, and disclosure of your personal information is described in our Privacy Policy available at https://volunteerhub.211placer.org/privacy-policy.

6. THIRD PARTY CONTENT AND MONITORING

We are a distributor and publisher of content supplied by users of the Services and by other third parties ("Content"). Accordingly, we have no editorial control over such Content. Any services, offers, or other information expressed or made available by third parties as part of the Content, including information provided by other users of the Services, are those of the respective author(s) or distributor(s) of that information and not of us. We neither endorse nor are responsible for the accuracy or reliability of any Content, or opinion, advice, information, or statement made on the Services by anyone. We have the right, but not the obligation, to monitor and review the Content on the Services and your account to determine compliance with these Terms and any other operating rules established by us, to satisfy any law, regulation or authorized government request, or for other purposes. You understand and acknowledge that we do not monitor Content for accuracy or reliability.

7. YOUR CONTENT; LICENSE; REPRESENTATION AND WARRANTY

You are solely responsible for any information, comments, feedback, data, materials, photos or other content of any type or description that you provide or make available to us through or to the Site or Services, including any data entry forms found through the Site ("**Your Content**"), and we act as a passive conduit for the distribution and publication of Your Content. However, we reserve the right to remove Your Content if we believe Your Content violates these Terms or may otherwise create liability for us. You represent and warrant that Your Content (a) does not infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) does not violate any law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control; (c) is not defamatory or trade libelous; (d) is not pornographic or obscene; (e) does not violate any laws regarding unfair competition, anti-discrimination or false advertising; and (f) does not contain viruses, trojan horses, worms, time bombs, cancelbots, spyware, or other similar harmful or deleterious programming routines. You hereby grant to us a worldwide, perpetual, irrevocable and royalty-free license, sublicensable through multiple tiers of sublicensees, to use, reproduce, modify, distribute, display, perform, and create derivative works from Your Content in any media or through any means now known or not currently known for the purposes of providing and maintaining the Services. You acknowledge that some of Your Content will be publicly available for other users of the Site or Services to view, such as feedback and comments. You acknowledge and agree that you are solely responsible for Your Content.

8. RESPONSIBILITY FOR DEALINGS WITH THIRD PARTIES

If you are using the Services to find volunteer opportunities, your correspondence and/or ensuing relationship with nonprofit and public service organizations, volunteers, partners, advertisers, sponsors or other third parties found on or through the Services ("**Partner**"), including posting or acceptance of volunteer opportunities, and any other terms or conditions associated with such dealings, are solely between you and the Partner you choose to deal with. YOU AGREE THAT CONNECTING POINT WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, COST, DAMAGE, OR OTHER LIABILITY OF ANY SORT INCURRED AS THE RESULT

OF ANY SUCH DEALINGS, OR AS THE RESULT OF THE PRESENCE OF SUCH PARTIES ON THE SERVICES AND YOU HEREBY IRREVOCABLY WAIVE ANY CLAIMS AGAINST CONNECTING POINT ARISING FROM OR RELATED TO YOUR RELATIONSHIP WITH A PARTNER.

If you are using the Services to find volunteers to fill volunteer opportunities, your correspondence or ensuing relationship with the volunteers found on or through the Services, including posting volunteer opportunities, and any other terms or conditions associated with such dealings, are solely between you and the volunteer. YOU AGREE THAT CONNECTING POINT WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, COST, DAMAGE, OR OTHER LIABILITY OF ANY SORT INCURRED AS THE RESULT OF ANY SUCH DEALINGS, OR AS THE RESULT OF THE PRESENCE OF SUCH PARTIES ON THE SERVICES AND YOU HEREBY IRREVOCABLY WAIVE ANY CLAIMS AGAINST CONNECTING POINT ARISING FROM OR RELATED TO YOUR RELATIONSHIP WITH A VOLUNTEER.

Release. You hereby release Connecting Point our officers, employees, agents and successors from claims, demands, any and all losses, damages, rights, claims, and actions of any kind including, without limitation, personal injuries, death, and property damage, that is either directly or indirectly related to or arises from (i) any interactions with other Connecting Point Volunteer Hub users (including volunteer opportunities), or (ii) your participation in any volunteer activities or activities arising from or related to your use of the Services.

If you are a California resident, you hereby waive California Civil Code Section 1542, which states: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.”

9. LINKS

Our provision of a link to any other site or location is for your convenience and does not signify our endorsement of such other site or location or its contents. We have no control over, do not review, and cannot be responsible for, these outside sites or their content. We encourage you to review the terms of use and privacy policies for any such third party links you visit on the Site or Services. CONNECTING POINT WILL NOT BE LIABLE FOR ANY INFORMATION, SOFTWARE, OR LINKS FOUND AT ANY OTHER WEBSITE, INTERNET LOCATION, OR SOURCE OF INFORMATION, OR FOR YOUR USE OF SUCH INFORMATION.

10. TERMINATION

You agree that Connecting Point, in our sole discretion, may terminate your profile/and or data or other use of the Site or Services without prior notice, and remove and discard Your Content from the Site, for any reason and without prior notice, including, without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of the Terms. FURTHER, YOU AGREE THAT CONNECTING POINT SHALL NOT BE LIABLE TO YOU OR

ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE SERVICES. You may discontinue your participation in and access to the Services at any time by emailing volunteerhub@connectingpoint.org.

11. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT USE OF THE SITE AND SERVICES IS AT YOUR SOLE RISK. THE SERVICES AND SITE ARE ALL PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CONNECTING POINT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. CONNECTING POINT MAKES NO WARRANTY THAT THE SERVICES OR SITE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES CONNECTING POINT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR SITE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR SITE, OR THAT DEFECTS IN THE SERVICES OR SITE WILL BE CORRECTED. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES OR SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SERVICES OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR INFORMATION. CONNECTING POINT MAKES NO WARRANTY REGARDING ANY DEALINGS WITH OR TRANSACTIONS ENTERED INTO WITH ANY OTHER PARTIES (INCLUDING VOLUNTEER OPPORTUNITIES) THROUGH THE SERVICES OR SITE. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, EFFORT AND RESULTS TO BE OBTAINED THROUGH THE USE OF THE SITE OR THE SERVICES IS WITH YOU. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CONNECTING POINT OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

12. LIMITATION OF LIABILITY; RELEASE

YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL CONNECTING POINT OR ITS OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY), ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE OR THE SERVICES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, STATUTE, OR OTHERWISE. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE. The

aggregate liability of Connecting Point to you for all claims arising from or related to the Site or the Services OR THESE TERMS is limited to one-hundred dollars ($100).

13. EXCLUSIONS AND LIMITATIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of our liability shall be the minimum permitted under such applicable law.

14. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Connecting Point, its subsidiaries, affiliates, officers, directors and other partners (including third-party partners to whom Connecting Point may provide Your Content ("**Third Parties**")), employees, consultants and agents, from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) that Connecting Point or Third Parties may incur as a result of or arising from (1) Your Content and any information you (or anyone accessing the Services using your password) submit, post or transmit through the Services, (2) your (or access to the Services as you) violation of these Terms or applicable law or regulation, (3) your (or anyone using your account's) violation of any rights of any other person or entity (including, but not limited to, third party privacy rights), or (4) any information or content we collect from third parties through the Site or Service at your request, or (5) any viruses, trojan horses, worms, time bombs, cancelbots, spyware or other similar harmful or deleterious programming routines input by you into the Services.

15. INSURANCE

You shall maintain proper insurance if applicable:

A. Commercial General Liability:

(i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage;
(ii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by Connecting Point shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to Connecting Point;

B. Automobile Liability Insurance:

Either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used, including non-owned and hired automobiles.

(i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage
(ii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by Connecting Point shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to Connecting Point;

16. TRADEMARKS

Certain of the names, logos, and other materials displayed in the Services constitute trademarks, tradenames, service marks or logos ("**Marks**") of us or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities.

17. COPYRIGHTS; RESTRICTIONS ON USE

The content made available to you through the Services, other than Your Content, including without limitation, text, databases, software, code, music, sound, photos, and graphics ("**Our Content**"), is (1) copyrighted by Connecting Point and/or its licensors under United States and international copyright laws, (2) subject to other intellectual property and proprietary rights and laws, and (3) owned by Connecting Point or its licensors. Our Content, and Content (except Your Content), may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, publicly performed, publicly displayed, or redistributed in any way without our prior written permission or the prior written permission of our applicable licensors, with the sole exception that one copy may be downloaded onto a single computer for (a) your personal, noncommercial use if you are a volunteer or (b) your archival purposes, if you are a nonprofit or public service organization. You must abide by all copyright notices, information, or restrictions contained in or attached to any Content.

18. MISCELLANEOUS

The Terms constitute the entire and exclusive and final statement of the agreement between you and us with respect to the subject matter hereof, and govern your use of the Services, superseding any prior agreements or negotiations between you and us with respect to the subject matter hereof. The Terms and the relationship between you and Connecting Point shall be governed by the laws of the State of California, without giving effect to any choice of laws or principles that would require the application of the laws of a different country or state. Any legal action, suit, or proceeding arising out of or relating to the Terms, or your use of, the Services must be instituted exclusively in the federal or state courts located in Nevada County, California and in no other jurisdiction. You further consent to personal jurisdiction and venue in, and agree to service of process issued or authorized by, any such court. Our failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver

of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of the Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the Terms must be filed within one (1) year after such claim or cause of action arose, or be forever barred. The section titles in the Terms are for convenience only and have no legal or contractual effect. This Agreement cannot be transferred or assigned by you without Connecting Point's prior written consent. The terms of this Agreement can only be modified as set forth in Section 3 or upon Connecting Point's written agreement.

19. SURVIVAL

The terms of Sections 4 through 20 as well as any other limitations on liability explicitly set forth herein shall survive the expiration or earlier termination of the Terms for any reason. Our (and our licensors') proprietary rights (including any and all Intellectual Property Rights) in and to Our Content and the Services shall survive the expiration or earlier termination of the Terms for any reason.

20. VIOLATIONS

Please report any violations of the Terms to volunteerhub@connectingpoint.org.

HandsOn Connect TERMS OF USE

HandsOn Network ("HON", "we" or "our") provides HandsOn Connect (the "Service"), located at www.HandsOnConnect.org (the "Site"), to all Volunteer Centers, non-profit organizations, governmental agencies, private businesses, volunteers or visitors to the Site (collectively referred to as "Authorized Users," and each is individually an "Authorized User"), exclusively under the following terms of service and use (the "Terms"). By using the Service, Authorized User states that he or she has read and understands the Terms and agrees to be bound by them. We reserve the right to terminate an Authorized User's account or use of the Service at any time, for any reason, including without limitation, if we learn that Authorized User has violated these Terms. Capitalized terms used, but not defined, are used as defined in the Privacy Policy or Service Provider Agreement.

A. YOUR RESPONSIBILITIES

Authorized User agrees not to reproduce, sell, resell or exploit for any commercial or non-commercial purposes, any portion of the Service or the Site. Without our written permission, Authorized User may not: (a) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail, (b) access the Service using

any high volume or automated means, (c) place pop-up windows over its pages, or otherwise affect the display of its pages or (d) access the Site or the Service in any manner that violates our Privacy Policy. All information that Authorized User provides to us shall be true, accurate and current.

Authorized User agrees not to use the Service to: (a) violate any local, state, national or international law, (b) impersonate any person or entity, or otherwise misrepresent Authorized User's affiliation with a person or entity, (c) stalk, harass or harm another individual, (d) promote or glorify hatred, violence or racial intolerance, (e) collect or store personal data about other Authorized Users or (f) disobey any requirements, procedures, policies or regulations of networks connected to the Site or the Service, or interfere with or disrupt the Service, the Site or servers or networks connected to the Service or the Site.

B. PRIVACY

Authorized User will be requested to provide specific personal data to us, as described in the Privacy Policy ("Personal Data"). All uses of Authorized User's Personal Data will be treated according to our Privacy Policy. By using the Site and the Service, Authorized User is accepting the terms and conditions of our Privacy Policy. If Authorized User objects to having his, her or its information used as described in the Privacy Policy, Authorized User's sole recourse is to discontinue using the Site and the Service.

C. DATA SECURITY AND MONITORING

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

D. AUTHORIZED USER DATA; LICENSE; REPRESENTATION AND WARRANTY

Authorized User is responsible for data provided to us for inclusion on the Site and as part of the Service. HandsOn Connect acts as a passive distributor of Authorized User's data. However, if we believe Authorized User's data may create a liability for us, we reserve the right to remove Authorized User's data. Authorized User warrants that his, her or its data or use of the Site and the Service: (a) does not and will not contain unlawful, harmful, libelous,

discriminatory, obscene or otherwise objectionable material of any kind; (b) encourage conduct that could violate any applicable national, state, or local laws, regulations, ordinances, or codes, or that could constitute a criminal offense or give rise to civil liability or (c) does not and will not violate any right of privacy (including the terms of our Privacy Policy). Authorized User represents and warrants that he, she or it will not knowingly transmit computer viruses, worms, harmful program routines or use the Site or the Service to access without authorization any other computer or machine.

Authorized User grants to HandsOn Connect a worldwide, perpetual, irrevocable, non-transferable, royalty-free license to use, reproduce, create derivative works of, sub-license and exercise all rights with respect to Authorized User's data in any media format for data that Authorized User has submitted to HandsOn Connect.

E. DEALINGS WITH OTHER AUTHORIZED USERS, SPONSORS AND ADVERTISERS

Authorized User agrees that HandsOn Connect will not be responsible or liable for any loss or damage incurred as a result of any interaction or relationship with other Authorized Users, sponsors, or advertisers, or as a result of such parties' access to and use of the Site or Service.

F. LINKS

Links provided to other locations or web sites are made available for Authorized User's convenience only and do not indicate our endorsement of such other location or site or its data. We do not review or control, and are not responsible for any web sites other than the Site or the Service (and in the case of the Site or the Service, only as provided for herein), or any data available on such other web sites or locations. We are not liable for any links, information, or applications found at any other web site, Internet location, or source of information, or for Authorized User's use of such information.

G. MODIFICATIONS TO THE SERVICE

We reserve the right to modify or discontinue the Service or the Site with or without notice to Authorized User. We are not liable to Authorized User or any third party should we exercise our right to modify or discontinue the Service or the Site. If Authorized User objects to any such changes, his, her or its sole recourse is to discontinue using the Service. Continued access and/or use of the Service or the Site following notice of any such changes shall indicate Authorized User's assent to and acceptance of such changes.

H. MODIFICATIONS TO TERMS

We may change the Terms from time to time. We will notify any affected Authorized User of any such changes by posting a notice of such changes on the Site or notifying any Authorized User via e-mail. If Authorized User objects to any such changes, his, her or its sole recourse

shall be to cease using the Service and/or the Site. Continued access to and/or use of the Service and/or the Site following notice of such modifications or changes shall indicate Authorized User's assent to and acceptance of the Terms, including but not limited to all posted changes.

I. TERMINATION

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

J. DISCLAIMER OF WARRANTIES

Authorized User expressly agrees that use of the Service and the Site is at Authorized User's own risk. The Site and the Service are provided on an "as available" and "as is" basis. HandsOn Connect expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to any implied warranties of merchantability, fitness for a particular use or purpose and non-infringement with respect to the Service. HandsOn Connect makes no warranty that the Site or the Service will be error free or meet Authorized User's requirements, or that the Site or the Service will be uninterrupted, timely, or secure; nor does HandsOn Connect make any warranty as to the accuracy, or reliability of the results that may be obtained from or through the use of the Site or the Service, or that defects in the Site or the Service will be corrected. The entire risk as to satisfactory quality, accuracy, performance, and results to be obtained through the use of the Site or the Service is with Authorized User. No information or advice, whether oral or written, obtained by Authorized User from HandsOn Connect or through the Site or the Service shall create any warranty not expressly made herein. HandsOn Connect makes no warranty regarding any transactions or dealings entered into with any other parties through the Site or the Service. Authorized User understands and agrees that any information downloaded or otherwise obtained through the use of the Site or the Service is done at Authorized User's own discretion and risk, and that Authorized User will be solely responsible for any damage to his, her or its computer services or loss of data that results from the download of such information.

K. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL HON OR HANDSON CONNECT, THEIR AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, TRUSTEES, EMPLOYEES, INDEPENDENT CONTRACTORS AND AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL,

SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM BREACH OF THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS (COLLECTIVELY, "DISCLAIMED DAMAGES").

L. INDEMNIFICATION

Authorized User agrees to indemnify and hold harmless HandsOn Connect, its affiliates and their respective directors, officers, trustees, employees, independent contractors and agents ("Indemnified Party") from and against any losses, liabilities, suits, claims, costs, and expenses (including reasonable attorney's fees) ("Loss") arising out of or relating to any claim, suit, judgment, or proceeding brought or asserted by any third party ("Claim") alleging any breach of such party's representations, warranties or covenants under this Agreement. Authorized User shall indemnify and hold harmless HandsOn Connect for any Loss arising out of or relating to (a) Authorized User's violation of these Terms or the rights of any other Authorized User, (b) Authorized User's use of the Site or the Service, (c) any information submitted or transmitted through the Site or Service or (d) the transmission of computer viruses, worms, harmful program routines or other similar items into the Site or the Service, or using the Site or the Service to access without authorization any other computer or machine. The Indemnified Party shall notify the Indemnifying Party of any such claim of which it becomes aware and shall: (x) at Indemnifying Party's expense, provide reasonable cooperation to Indemnifying Party in connection with the defense or settlement of any such claim and (y) be entitled to participate in the defense of any such claim at its own expense with counsel of its own choosing.

M. Proprietary Rights.

All copyright and trade secret rights in and to the Site, the Service and the data used therein are and shall be the exclusive property of HandsOn Connect. To the extent, if any, that Authorized User has any rights in or to the Site or the Service, Authorized User hereby irrevocably assigns to HandsOn Connect, and agrees that HandsOn Connect shall be the sole and exclusive owner of, all right, title and interest in and to the Site and the Service, including without limitation all copyright, trade secret and other proprietary rights therein that may be secured in any place under laws now or hereafter in effect.

N. TRADEMARKS

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