

HUNGER FREE OKLAHOMA TERMS AND CONDITIONS

(Hereinafter referred to as “HFO” “us,” “we,” “our,” or “Company”).

1. ABOUT THE ONLINE SERVICES.

Obey the rules of the road.

Whenever you use HFO online services, you must obey the rules of the road and all applicable rules and regulations. You must not use the online services while driving or while behind the wheel or controls of a vehicle that is moving or not in “park”. In the interest of safety at all times, you should only use HFO online services when it is lawful and safe to do so.

You are responsible for your devices and accounts.

You are responsible for any devices, software and services needed to use the online services. HFO does not guarantee that the online services will fully function on any particular device or with any particular software. You are also responsible for any messaging and data charges, fees and taxes for your use of the online services, including when we communicate with you by phone, email or other means that you choose. You may only use the online services with devices that you own or control and using only the authorized operating system. If you create an online services account, you are responsible for keeping the account secure and for all activity under the account. You can only use one online services account and must keep your account information accurate at all times.

HFO’s right to update or terminate the online services.

You understand and consent that (with or without notice) HFO may update, modify or terminate the online services (or your access to them) from time to time.

Updates to these terms.

HFO may also update these terms at any time and at its sole discretion. If HFO makes material changes to the terms, we will notify you by any reasonable means such as by posting the new terms in the online service. If you do not agree to the changed terms, then you must immediately stop using the online services and request that HFO close any online services account that you have created. To close your account, please send your request to info@hungerfreeok.org

How to contact us.

If you have any questions or comments regarding the online services, please see the Contact Us section in the online services or you can always visit www.hungerfreeok.org.

2. OWNERSHIP AND LICENSES FOR THE ONLINE SERVICES.

HFO intellectual property ownership.

Any and all rights in the online services are and shall remain the exclusive property of HFO or its licensors. For purposes of clarity, “online services” includes any and all content on the online services, such as, but not limited to, text, images, graphics, logos, page headers, button icons, images, audio clips, digital downloads, data compilations, software, trademarks, service marks, trade dress, audio, video, data and other materials (together, “content”) as well as any part of the online services. The online services are licensed, not sold, to you. Nothing in these terms

intends to transfer any such rights to, or to vest any such rights in, you. You may not take any action to jeopardize, limit or interfere with HFO or its licensors' rights.

Your license to use the online services.

Subject to these terms, you are granted a personal, non-exclusive, non-transferable and revocable license to use the online services solely for your own personal, non-commercial purposes and solely in accordance with these terms. For purposes of clarity, "Use" includes access, interact with, and display. No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights these terms expressly grant to you. HFO reserves all other rights.

Trademark information.

Trademarks, service marks, and all graphical elements, including the look and feel appearing on the online services, are distinctive and protected trademarks or trade dress of HFO or its licensors. The online services may also contain various third-party names, trademarks, and service marks that are the property of their respective owners.

3. USER SUBMISSIONS AND UNSOLICITED IDEAS.

User submissions.

Some online services may allow you to send comments, remarks, suggestions, ideas, graphics, photographs, questions, complaints or other information posted or communicated to HFO through the online services (together, "submissions"). You understand that by submitting any information to HFO through the online services, you grant HFO a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, distribute, sublicense to others, modify, translate, prepare derivative works of, publicly display, and publicly perform the submissions, including to use them for any commercial or other purpose whatsoever without approval from or compensation to you or any other person, including to use them for any commercial or other purpose whatsoever without approval from or compensation to you or any other person. HFO will not be required to treat any submissions as confidential.

Unsolicited ideas.

It is HFO policy not to consider unsolicited ideas. While we appreciate you taking the time to consider HFO, we're unable to review new ideas from outside the HFO system. You expressly waive any and all claims against HFO and all other HFO entities, members, and affiliates in connection with HFO consideration, use or development of any product, design, concept or other materials similar or identical to your submission now or in the future.

4. ACCEPTABLE USES AND RESTRICTIONS FOR THE ONLINE SERVICES.

Acceptable uses and other restrictions.

With respect to the online services (which includes content), you may not, and may not allow third parties, to:

1. Use the online services for any purpose that is unlawful or prohibited by these terms;
2. Delete or change any copyright, trademark, or other proprietary notices;

3. Attempt to obtain ownership or title to the online services, including the content;
4. Use, copy, distribute, republish, display, disclose, upload, post, or transmit the online services in any commercial manner;
5. Rent, lease, sell, sub-license, loan, translate, merge, adapt, assign or transfer the online services, or combine them with, or incorporate them into, any other programs or services;
6. Disassemble, decompile, reverse-engineer, copy in source or object code format, or create derivative works based on the online services;
7. Transfer, provide, export or re-export the online services in violations of an embargo, trade sanction, or other technology control or export laws and regulations; you also represent and warrant that you are not (i) located in a country subject to a U.S. Government embargo, or designated by the U.S. Government as a “terrorist supporting” country; or (ii) listed on any U.S. Government list of prohibited or restricted parties;
8. Use or launch any unauthorized technology or automated system to access the online services or extract content from the online services, including but not limited to spiders, robots, screen scrapers, or offline readers;
9. Attempt to disable, damage, overburden, impair or gain unauthorized access to the online services, HFO network or any user accounts associated with the online services.

5. LIMITATIONS ON LIABILITY AND DISCLAIMERS.

Limitations on HFO liability.

Neither HFO nor any other Members, Entities, or Affiliates of HFO shall be liable for any direct or indirect lost profits or lost business damage, special, indirect, consequential, exemplary or incidental damages, including lost data, personal injury or property damage related to or arising out of the online services. Nothing in this section is intended to limit HFO liability for damages to the extent caused by HFO’s own gross negligence or intentional or unlawful misconduct. Additionally, nothing in this section is intended to limit or alter your rights as a consumer that cannot be limited or altered under applicable law. HFO reserves all legal rights to recover damages or other compensation under these terms or as allowed by law.

HFO provides the online services “AS-IS” and without any warranties.

The online services may include inaccuracies or errors. HFO provides the online services “as is” and without warranties of any kind either expressed or implied. HFO disclaims all warranties of merchantability and fitness or a particular purpose. HFO does not warrant or make any representation that the online services will be accurate, reliable, uninterrupted or error-free, that defects will be corrected, or that the online services are free of viruses or other harmful components. You assume total responsibility related to your use of the online services. Your sole remedy against HFO and all other Members, Entities, and Affiliates of HFO for dissatisfaction with the online services is to stop using them. This limitation of relief is a part of

the bargain between the parties. These warranty exclusions may not apply to you to the extent that applicable law does not allow the exclusion of implied warranties.

Third party services.

The online services may link to or allow you to use third-party websites, downloadable materials, content, social networks, or other digital services (together, “third party services”). These third parties may have their separate terms and conditions or privacy policies that you should review and understand before using them. HFO does not endorse and is not associated with any of these third-party services. Neither HFO nor any other HFO Members, Entities, and Affiliates have any responsibility arising from or related to these third-party services.

Events beyond our control.

Neither HFO nor any Members, Entities, and Affiliates of HFO have any responsibility for HFO failure to perform any of its obligations under these terms cause by or related to any event beyond HFO’s reasonable control. If such an event occurs, then HFO’s obligations under these terms will be suspended for the duration of the event; and HFO may, but is not required to, use reasonable endeavors to find a solution by which its obligations under these terms may be performed despite the event.

6. MISCELLANEOUS.

- HFO makes no representation that the online services are appropriate or available outside of the United States.
- These terms will be governed and interpreted pursuant to the laws of Oklahoma, notwithstanding any principles of conflicts of law.
- The terms are written in English (US). Any translation of the terms into another language is provided solely for your convenience, and to the extent there is any conflict between the two, the English (US) version controls.
- On termination of these terms or of your permission to use the online services, all rights granted to you under terms shall cease; however, these terms will continue to apply to your prior use of the online services and anything relating to or arising from such use. Upon termination, all rights of HFO and all other Members, Entities, and Affiliates of HFO, including all intellectual property rights, proprietary rights, and licenses in these terms shall survive, as well as all restrictions on use, all limitations on liability and disclaimers.
- Each of the terms and conditions in these terms are severable and operate separately. If any of them are unlawful, void or unenforceable, then the remaining terms and conditions will remain in full force and effect.
- If HFO fails to insist that you perform any of your obligations under these terms, or if HFO does not enforce its rights against you, or delays in doing so, that will not mean

that HFO has waived its rights against you and will not mean that you do not have to comply with those obligations.

- HFO may transfer its rights and obligations under these terms to another organization or entity, but this will not affect your rights or our obligations under these terms. You may only transfer your rights or obligations under these terms to another person if HFO agrees in writing.

Last updated October 7, 2022