

# Website And App Terms of Use

Last Modified: 30 May 2023

## **Acceptance of the Terms of Use**

These terms of use are entered into by and between You and DeliverFund (“Company,” “we,” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “Terms of Use”), govern your access to and use of [www.deliverfund.org](http://www.deliverfund.org) website (the “Website”) and HT Safeguard (the “App”), including any content, functionality, and services offered on or through the Website and App, whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website and App. By using the Website or App, or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at [deliverfund.org/privacy-policy/](http://deliverfund.org/privacy-policy/), incorporated herein by reference. All information we collect on the Website and App is subject to our Privacy Policy. By using the Website and App, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website or App.

The Website and App are intended for, and offered and available to, users who are 17 years of age or older. By using the Website or App, you represent and warrant that you are at least 17 years of age. If you are not at least 17 years of age or are domiciled outside of the United States, you must not access or use the Website or App.

## **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website and App thereafter.

Your continued use of the Website or App following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

We may update the content on the Website or App from time to time, but the content is not necessarily complete or up-to-date. Any of the material on the Website or App may be out of date at any given time, and we are under no obligation to update such material.

## **Accessing the Website or App and Account Security**

We reserve the right to withdraw or amend the Website or App, and any service or material we provide on the Website or App, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website or App is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website or App, or the entire Website or App, to users, including registered users.

To access the Website or App, or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website and App that all the information you provide on the Website or App is correct, current, and complete. You agree that all information you provide to register with the Website or App, or otherwise use of any interactive features on the Website or App, is governed by our *Privacy Policy* [deliverfund.org/privacy-policy/](http://deliverfund.org/privacy-policy/), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or App, or portions of them using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

## **Intellectual Property Rights**

The Website and App and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website and App for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website or App for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- For any desktop, mobile, or other applications we provide for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials from the Website or App.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Website or App.

You must not access or use for any commercial purposes any part of the Website or App or any services or materials available through the Website or App.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website or App in breach of the Terms of Use, your right to use the Website and App will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or App or any content therein is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website or App not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

## **Trademarks**

The Company name, the terms DeliverFund, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on the Website and App are the trademarks of their respective owners.

## **Prohibited Uses**

You may use the Website and App only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website or App:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website or App, or which, as determined by us, may harm the Company or users of the Website or App, or expose them to liability.
- In any way violative of Your monthly subscription, including the circumvention of monthly query limits.

Additionally, you agree not to:

- Use the Website or App in any manner that could disable, overburden, damage, or impair the Website or App, or interfere with any other party’s use of the Website or App, including their ability to engage in real time activities through

the Website or App.

- Use any robot, spider, or other automatic device, process, or means to access the Website or App for any purpose, including monitoring or copying any of the material on the Website or App.
- Use any manual process to monitor or copy any of the material on the Website or App, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website or App.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website or App, the servers on which the Website or App are stored, or any server, computer, or database connected to the Website or App.
- Attack the Website or App via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website or App.

### **Monitoring and Enforcement; Termination**

We have the right to:

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website or App.
- Terminate or suspend your access to all or part of the Website or App for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting or using any materials on or through the Website or App. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

We assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

### **Copyright Infringement**

This Website is an Internet "service provider" under the Digital Millennium Copyright Act, 17 U.S.C. Section 512 ("DMCA"). As required by the DMCA, we maintain specific contact information provided below, including an email address, for notifications of claimed infringement regarding material posted on this Website. If you believe that any content violates your copyright, please contact us by email at the email address provided at the bottom of these Terms of Use. It is the policy of the Company to terminate the user accounts of repeat infringers. In notifying us of alleged copyright infringement, the DMCA requires that you include the following information. Failure to include all of the below-listed information may result in the delay or failure to process your complaint.

- A description of the copyright work that is the subject of claimed infringement;
- A description of the infringing material and information sufficient to permit us to locate the alleged content;
- Contact information for You, including your address, telephone number and/or email address;
- A statement by You that you have a good faith belief that the material in the manner complained of is not authorized by the copyright owner, or its agent, or by the operation of any law;
- A statement by You, signed under penalty of perjury, that the information in the notification is accurate and that you have the authority to enforce the copyrights that are claimed to be infringed; and
- A physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner's behalf.

Copyright June 2023, Deliver Fund. All rights reserved worldwide.

### **Reliance on Information Posted**

The information presented on or through the Website and App is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website or users of the App, or by anyone who may be informed of any of its contents.

The Website and App may include content provided by third parties, including materials provided by third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions

and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

#### **Linking to the Website; Links from the Website**

You may link to the Website homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

You may use these features solely as they are provided by us and in accordance with any terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or App or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on the Website or App that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice. We may disable all or any links at any time without notice in our discretion.

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked from the Website or App, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

#### **Geographic Restrictions**

The owner of the Website and App is based in the State of Montana in the United States. We provide the Website and App for use only by persons located in the United States. We make no claims that the Website, the App, or any of their content is accessible or appropriate outside of the United States. Access to the Website or App may not be legal by certain persons or in certain countries. If you access the Website or App from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

#### **Disclaimer of Warranties; Limitation on Liability; Indemnification**

You understand that we cannot and do not guarantee or warrant that any files available for download from the internet or the Website or App will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR APP OR ANY SERVICES OR ITEMS OBTAINED THROUGH THEM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THEM, OR ON ANY WEBSITE LINKED THEREIN.

YOUR USE OF THE WEBSITE OR THE APP, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THEM IS AT YOUR OWN RISK. THE WEBSITE, THE APP, AND THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THEM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE OR APP. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, THE APP, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR APP WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE, THE APP, OR ANY SERVICES OR ITEMS

OBTAINED THROUGH THEM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, THE APP, ANY WEBSITES LINKED TO THEM, ANY CONTENT ON THEM OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct or death or bodily injury caused by products you purchase through the site. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website or App, including, but not limited to any use of the Website's or Apps' content or services other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website or App.

#### **Governing Law and Jurisdiction**

All matters relating to the Website, the App, and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Montana without giving effect to any choice or conflict of law provision or rule (whether of the State of Montana or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website or App shall be instituted exclusively in the federal courts of the United States or the courts of the State of Montana, in each case located in the City of Whitefish and County of Flathead, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

#### **Arbitration; Limitation on Time to File Claims**

At Company's sole discretion, it may require You to submit any disputes arising from these Terms of Use, use of the Website, or use of the App, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Montana state law.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

#### **Waiver and Severability; Entire Agreement**

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or

unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

The Terms of Use, and incorporated documents, constitute the sole and entire agreement between you and DeliverFund regarding the Website and App and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website and App.

**Your Comments and Concerns**

This website is operated by DeliverFund.

All notices of copyright infringement claims should be sent to the copyright agent as follows:

DeliverFund

c/o Copyright Officer

info@deliverfund.org

844-919-3863

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: [info@deliverfund.org](mailto:info@deliverfund.org).