

TERMS OF USE

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Welcome to the website for Delivering Good, Inc. and its subsidiary companies (collectively “**Delivering Good**,” “**we**,” or “**us**”), which applies to the website located at www.delivering-good.org, its affiliate sites, subdomains, mobile versions, and any associated applications (collectively, the “**Website**”).

The Terms for the Website represent a legally binding agreement between you, an individual user or a single entity (collectively or individually “**Users**”), and Delivering Good regarding your use of the Website. Together, Users and Delivering Good are each referred to herein individually as a “**Party**” or collectively as the “**Parties**.” When using the Website, you will be subject to any additional posted guidelines or rules applicable to specific services and features which may be posted from time to time on the Website (the “**Guidelines**”). All Guidelines are at this moment incorporated by reference into these Terms.

BEFORE USING THE WEBSITE, PLEASE READ THE FOLLOWING TERMS CAREFULLY. BY ACCESSING, BROWSING, USING AND/OR REGISTERING WITH THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS, INCLUDING THE GUIDELINES, AND ANY FUTURE MODIFICATIONS. IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY TERMINATE YOUR USE OF THE WEBSITE.

1. **Children.** You must be at least the age of Majority (18 in the United States; older in some jurisdictions) to sign up with us. Please do not provide any of your information to us if you are under the age of Majority. We do not knowingly collect or maintain any personal information about anyone under age of Majority, nor is this information knowingly used by us for any marketing or promotional purposes. NOTICE: Visit www.OnGuardOnline.gov for tips from the Federal Trade Commission on protecting children’s privacy online.
2. **Privacy Notice.** Your privacy is important to Delivering Good. Delivering Good’s Privacy Policy is at this moment incorporated into these Terms by reference. Please read the Privacy Policy carefully for information relating to Delivering Good’s collection, use and disclosure of your personal information.
3. **Modification of the Terms.** Delivering Good reserves the right, at our discretion, to change, modify, add or remove portions of these Terms at any time for any reason, and we may notify you of such changes through any of a variety of means, including a change to the “Last Updated” date set forth above and other reasonable means to be determined at our discretion. All changes shall be effective immediately. Please check these Terms periodically for changes. Your continued use of the Website after the posting of changes constitutes your binding acceptance of such changes.
4. **Website Access, Linking.** Delivering Good grants you permission to use its Website as set forth in these Terms, provided that and for so long as (i) you use the Website solely for your personal, non-commercial use; (ii) except as expressly permitted in these Terms, you do not download, reproduce, redistribute, retransmit, publish, resell, distribute, publicly display or otherwise use or exploit any portion of the Website in any medium without Delivering Good’s prior written authorization; (iii) you do not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purposes; (iv) you do not engage in any of the prohibited uses as described in these Terms; and (v) you otherwise fully comply with these Terms. The Website is controlled and offered by Delivering Good from its facilities in New York in the United States of America. Delivering Good makes no representations that the Website is appropriate or available for use in other locations. If

you are accessing or using the Website from other jurisdictions, you do so at your own risk, and you are responsible for compliance with local laws.

5. **Subscription to our Newsletter.** In order to communicate with you about local events, offers and opportunities, you may subscribe to our newsletter by providing your name and email address. You grant to us and to all other persons and entities involved in the operation of the Website the right to use, store, monitor, retrieve and transmit your information in connection with the operation of the Website and as otherwise provided herein. Our information collection and use policies with respect to the privacy of your account information are set forth in our Privacy Policy, which is incorporated into these Terms by reference for all purposes. You acknowledge, consent, and agree that Delivering Good may access, preserve and disclose your information and User Content if required to do so by law or in a good-faith belief that such access preservation or disclosure is reasonably necessary to (a) comply with legal process; (b) enforce the Terms; (c) respond to any claim that User Content violates the rights of third parties; (d) provide certain customized features of the Website to you, if any; (e) respond if you contact Delivering Good for any reason; or (f) protect the rights, property, or personal safety of Delivering Good, its other Users, and the public.

(a) Removal. At any time you can add or remove your name from a Delivering Good list by contacting us at Contact@Delivering-Good.org. We will endeavor to comply with your request as soon as reasonably practicable.

6. **Ownership; Proprietary Rights.**

(a) General. The Website, including all content, visual interfaces, interactive features, audio, video, digital content, information, text, graphics, design, compilation, computer codes, products, software, services, proprietary information, copyrights, service marks, trademarks, trade names, distinctive information such as logos, the selection, sequence, “look and feel,” arrangement of items, and all other elements of the Website that are provided by Delivering Good (“Delivering Good Materials”) are owned and/or licensed by Delivering Good and are legally protected, without limitation, under U.S. federal and state laws and regulations, as well as applicable foreign laws, regulations and treaties. Delivering Good Materials do not include Non-Delivering Good Content (as defined below). Except as expressly authorized by Delivering Good, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, reverse engineer or disassemble any software or otherwise make unauthorized use of the Website or Delivering Good Materials. Delivering Good reserves all rights not expressly granted in these Terms. You shall not acquire any right, title or interest to Delivering Good Materials, except for the limited rights expressly set forth in these Terms.

7. **Donations.**

(a) Delivering Good, Inc. is a tax-exempt charitable organization under section 501(c)(3) of the Internal Revenue Service code. We provide the ability for you to make monetary and product donations via the Website. We are grateful for all donations, thank you. Please carefully read all terms in the areas of the Website that allow you to make donations. You acknowledge that entering into a transaction electronically (including without limitation all records relating to such transactions) constitutes your agreement and intent to be bound by and to pay for such agreements and transactions. Delivering Good is not responsible for typographic errors. A valid credit card (VISA, MasterCard or American Express) is required to make a donation. The fee will be charged only when you submit your credit card information to us. This license is a personal, limited, non-transferable, non-sublicensable, revocable license, and we reserve the right to alter or revoke the license at any time by providing notice to you.

8. **User Content.**

(a) General. The Website may now or in the future permit you and other Users to post or link media, text, ideas, questions, audio and video recordings, photos, graphics, commentary or other information or content (“User Content”), and to host and/or share such User Content. User Content is controlled by Delivering Good. Delivering Good makes no representations that your User Content will remain available via the Website in any way. We may remove your User Content at our sole discretion. YOU UNDERSTAND THAT ANY USER CONTENT THAT YOU POST FOR VIEWING ON THE WEBSITE IS MADE PUBLICLY AVAILABLE TO USERS OF THE WEBSITE, AND DELIVERING GOOD DOES NOT GUARANTEE ANY CONFIDENTIALITY WITH RESPECT TO ANY SUCH USER CONTENT, NOR DOES IT GUARANTEE THAT YOUR INTELLECTUAL OR PROPRIETARY RIGHTS IN SUCH USER CONTENT WILL NOT BE INFRINGED OR MISAPPROPRIATED.

(b) Grant of Rights. By submitting User Content to Delivering Good, you hereby grant Delivering Good a worldwide, non-exclusive, fully paid-up, royalty-free, transferable license, with the right to grant and authorize sublicenses, to use, reproduce, distribute, modify, adapt, translate, prepare derivative works of, display, perform, and otherwise exploit your User Content in connection with the Website and Delivering Good’s (and its successor’s, transferees’, sublicensees’ and their respective affiliates’) business, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels or through merchandising. You grant Delivering Good, transferees and sublicensees (and their respective affiliates) the right to use the name that you submit in connection with such User Content if they choose. You also agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content. You also hereby grant to each User of the Website a non-exclusive license to access your User Content through the Website, and to use, reproduce, distribute, modify, adapt, translate, prepare derivative works of, display, and perform such User Content as permitted by the functionality of the Website and these Terms. **The above licenses granted by you in User Content you submit to the Website shall be perpetual and irrevocable, except that with respect to any User Content that you have removed or deleted while maintaining your Website user account, or any User Content following any deactivation or deletion of your Website user account, you may specifically notify Delivering Good regarding the termination of the foregoing license from you to Delivering Good, specifically identifying the item(s) of User Content to which such termination applies, in which case the foregoing license will terminate within a commercially reasonable time after you provide such notice to Delivering Good.** You understand and agree, however, that even following such termination, Delivering Good may retain, but not display or perform, server copies of such User Content. Notwithstanding anything to the contrary herein, the above licenses granted by you in user comments you submit are perpetual and irrevocable.

(c) Your Representations and Warranties Regarding User Content. You shall be solely responsible for your own User Content and the consequences of posting such User Content. In connection with User Content, you affirm, represent, and/or warrant that: (i) your User Content is not confidential or secret, (ii) you own, or have the necessary licenses, rights, consents, and permissions to use and authorize Delivering Good to use, all patent, trademark, copyright, or other proprietary rights in and to any and all User Content to enable inclusion and use of User Content in the manner contemplated by Delivering Good and these Terms, and to grant the rights and license set forth in this Section, and (iii) your User Content, Delivering Good’s use of such User Content pursuant to these Terms, and Delivering Good’s exercise of the license rights set forth in this Section, do not and will not: (A) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (B) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (C) violate any applicable law or regulation, (iv) you have no expectation of compensation or confidentiality of any nature with respect to your User Content and we, our affiliates, our licensors

and/or their affiliates may already have projects under consideration or are independently developing projects that are similar to your User Content; and (v) you shall indemnify and hold us harmless from and against any and all claims, actions and damages (including, without limitation, court costs, legal fees, accounting fees and amounts paid in settlement) that are related to or result from your use of the Website, your User Content or its posting on, or submission to, the Website, and/or your violation of these Terms or your representations and warranties hereunder. You will cooperate as fully as reasonably required in the defense of any such claim or action; however, we reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

(d) **Prohibited Uses of User Content.** Except as otherwise permitted by these Terms, in connection with your User Content, you further agree that you will not publish, post, submit, transmit through or otherwise make available to the Website: (i) any falsehoods or misrepresentations that could damage Delivering Good or any third party; (ii) any material which is unlawful, defamatory, libelous, slanderous, pornographic, obscene, abusive, profane, vulgar, sexually explicit, threatening, harassing, harmful, hateful, racially or ethnically offensive or otherwise objectionable, creates a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to yourself, to any other person, or to any animal or which encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or any right of privacy or publicity, or is otherwise inappropriate; (iii) advertisements or solicitations of business, products, or services; or (iv) any material that would be harmful to minors in any manner.

(e) **No Responsibility for User Content.** With the exception of the limited license granted above, we do not obtain or control any rights in, and do not exert editorial control over, User Content. Nothing herein obligates us to verify, and we have not necessarily verified, the representations and warranties made by Users with respect to such User Content.

9. **Non-Delivering Good Content Disclaimer.** You understand that when using the Website you will be exposed to User Content, advertising and other third party content (together, the “Non-Delivering Good Content”) from a variety of sources and that you may be exposed to Non-Delivering Good Content that is inaccurate, offensive, indecent, or otherwise objectionable. Delivering Good does not endorse any Non-Delivering Good Content or any opinion, recommendation, or advice expressed therein. Under no circumstances will Delivering Good be liable in any way for or in connection with the Non-Delivering Good Content, including, but not limited to, for any inaccuracies, errors or omissions in any Non-Delivering Good Content, any intellectual property infringement or misappropriation with regard to any Non-Delivering Good Content, or for any loss or damage of any kind incurred as a result of the use of any Non-Delivering Good Content posted, emailed or otherwise displayed or transmitted through the Website.
10. **Non-Monitoring of Users and Non-Delivering Good Content.** You understand that you, and not Delivering Good, are entirely responsible for all User Content that you upload, post, e-mail, transmit or otherwise make available through the Website. Delivering Good does not control Non-Delivering Good Content posted by Users or otherwise made available by other persons or entities and does not have any obligation to monitor such Non-Delivering Good Content for any purpose. If at any time Delivering Good chooses, in its sole discretion, to monitor the Non-Delivering Good Content, Delivering Good nonetheless assumes no responsibility for the Non-Delivering Good Content, no obligation to modify or remove any inappropriate Non-Delivering Good Content, no obligation to continue to monitor the Non-Delivering Good Content and no responsibility for the conduct of the User or other person or entity submitting any such Non-Delivering Good Content. You agree that you must evaluate, and bear all risks associated with the use of any User Content or other Non-Delivering Good Content, including any reliance on the accuracy, completeness, usefulness, non-infringement or legality of such User Content or other Non-Delivering Good Content.

11. **Removal of Non-Delivering Good Content.** Delivering Good and its designees shall have the right (but not the obligation) in their sole discretion to refuse to post or remove any Non-Delivering Good Content that is available on the Website in whole or in part at any time for any reason or no reason, with or without notice and with no liability of any kind.

12. **Prohibited Uses of the Website.**

(a) As a condition of your use of the Website, you hereby represent and warrant that you will not use the Website for any purpose that is unlawful or prohibited (including, without limitation, the prohibitions in this Section) by these Terms.

(b) Any use by you of any of Delivering Good Materials and Website other than for your personal use is strictly prohibited. You agree not to reproduce, duplicate, copy, sell, trade, resell, distribute, or exploit any portion of the Website, use of the Website, access to the Website, or Non-Delivering Good Content obtained through the Website, for any purpose other than for your personal use.

(c) Except as expressly provided in Section 4, you agree not to create derivative works of the Website content, including, without limitation, montages, mash-ups and similar videos, wallpaper, desktop themes, greeting cards or merchandise, unless permitted under these Terms or with the prior written authorization of Delivering Good and any applicable licensors.

(d) You agree not to use the Website if you do not meet the eligibility requirements described in Section 1 above.

(e) You agree not to defame, harass, abuse, threaten, stalk or defraud Users of the Website, or collect, or attempt to collect, personal information about Users or third parties without their consent.

(f) You agree not to intentionally interfere with or damage, impair or disable the operation of the Website or any User's enjoyment of it by any means, including but not limited to uploading or otherwise disseminating viruses, worms, spyware, adware, or other malicious code, or placing a disproportionate load on the Website with the intended result of denying service to other Users.

(g) You agree not to remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Website, features that prevent or restrict the use or copying of any part of the Website, or features that enforce limitations on the use of the Website.

(h) You agree not to attempt to gain unauthorized access to the Website or any part of it, including gaining access or attempting to gain access to another user's account, computer systems or networks connected to the Website or any part of it, through request, hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the Website or any activities conducted through the Website.

(i) You agree not to obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website. You agree neither to modify the Website in any manner or form (other than contributing User Content as enabled by the Website's functionality and in accordance with these Terms), nor to use modified versions of the Website, including (without limitation) for the purpose of obtaining unauthorized access to the Website or for the removal of any proprietary notices or labels on the Website.

(j) You agree that you will not use any robot, spider, scraper, or other automated means to access the Website for any purpose without our express prior written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Website.

(k) You agree not to utilize framing techniques to enclose any trademark, logo, or other Delivering Good Materials without our express prior written consent. You agree not to use any meta tags or any other “hidden text” utilizing Delivering Good’s name or trademarks without Delivering Good’s express prior written consent.

(l) You agree not to use any Delivering Good logos, graphics, or trademarks as part of the link without our express prior written consent.

(m) You agree not to sell, rent, lease, distribute, broadcast, sublicense or otherwise assign any right to the Website to any third party.

(n) You agree not to make unsolicited offers, advertisements, proposals, or send junk mail or spam to other users of the Website or to insert your own or a third party’s advertising, branding or other promotional content on the Website. This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures.

(o) You agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Website or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

(p) You agree not to use the Website in any manner that could interrupt, damage, disable, overburden or impair the Website, or interfere with any other party’s use and enjoyment of the Website, including, without limitation, sending mass unsolicited messages or “flooding” servers.

(q) You agree not to modify, adapt, translate, or create derivative works based upon the Website or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

(r) You agree not to impersonate another person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.

(s) You agree not to use the Website to “stalk” or otherwise harass or harm another in any way.

(t) You agree not to post, transmit or otherwise disseminate through the Website any User Content that, as we determine in our sole discretion: (i) is unlawful, harmful, harassing, fraudulent, threatening, abusive, libelous, defamatory, vulgar, obscene, hateful, or racially, ethnically or otherwise objectionable, or infringes our or any third party’s intellectual property or other rights, (ii) is derogatory or harmful to our reputation, the reputation of our licensors, or any of our or their respective officers, members, employees, representatives, licensors and/or suppliers, in any way; (iii) may incite violence or other unlawful activity; or (iv) is harmful to children in any manner.

Unauthorized or prohibited use of the Website or Delivering Good Materials may subject you to civil liability, criminal prosecution, or both under federal, state and local laws.

13. Social Media Component

In certain sections of the Website, you may also be able to post your comments on Facebook, Instagram or other social media platforms. For example, your friends and others who have access to view information about you on Facebook or Instagram will be able to see (on Facebook, Instagram and on our Website) that you posted a comment. You'll also be able to see similar information about your Facebook or Instagram friends who are connected to our Website. In addition, our Website may personalize and otherwise enhance your experience based on your Instagram information, such as your basic information, likes and interests. Please pay careful attention to your Instagram settings in your account as well as your privacy settings in Facebook or Instagram which will impact this feature and may give you some control over the information that is shared and who it is shared with.

While we hope that you find these features to be a great way to share information, including discovering new content, you may nonetheless disconnect your accounts at any time by signing in to your account. Facebook or Instagram also offers ways to manage the information you share with Delivering Good. See the respective websites for details.

BY USING DELIVERING GOOD'S FACEBOOK, INSTAGRAM OR OTHER SOCIAL MEDIA PLATFORMS, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE CONSENTING TO THE CONTINUOUS RELEASE OF INFORMATION ABOUT YOU TO OTHERS, INCLUDING TO THE SOCIAL MEDIA PLATFORMS (IN ACCORDANCE WITH YOUR PRIVACY SETTINGS ON THE SOCIAL MEDIA PLATFORMS AND YOUR ACCOUNT SETTINGS ON OUR WEBSITE). IF YOU DO NOT WANT INFORMATION ABOUT YOU TO BE SHARED IN THIS MANNER, DO NOT USE INSTAGRAM OR OTHER DELIVERING GOOD SOCIAL MEDIA PLATFORMS.

14. Links and Third Party Websites.

(a) Linking to the Website. You agree that if you include a link from any other website to the Website, such link shall open in a new browser window and shall link to the full version of an HTML formatted page of the Website. You are not permitted to link directly to any image hosted on the Website, such as using an "in-line" linking method to cause the image hosted on the Website to be displayed on another website. You agree not to download or use images hosted on the Website on another website, for any purpose, including, without limitation, posting such images on another website. You agree not to link from any other website in any manner such that the Website, or any page of the Website, is "framed," surrounded or obfuscated by any third party content, materials or branding. We reserve all of our rights under the law to insist that any link to the Website be discontinued, and to revoke your right to link to the Website from any other website at any time.

(b) Reference Websites. Delivering Good, Users and other third parties may provide links on the Website to other sites, including the content therein ("Reference Websites"). Delivering Good has no control over such Reference Websites or their content, and therefore makes no claim or representation regarding, and expressly disclaims responsibility for, the accuracy, quality, legality, nature, availability, or reliability of Reference Websites or other content linked to by the Website. Delivering Good provides links to you only as a convenience, and the inclusion of any link on the Website does not imply our affiliation, endorsement, or adoption of the linked Reference Website or other content or any information therein. If you choose to correspond or engage in transactions with any other person, organization or business found on or through the Website, you acknowledge and agree that we are not a party to, and will not be responsible for, your interaction with such person, organization or business, including its treatment of your information, your User Content, and/or the terms and conditions applicable to any transaction between you and such third party. You agree that we have no responsibility or liability for any loss or damage of any kind that you may suffer as the result of any such interaction or the presence of such person, organizations or businesses on the Website. ACCESS AND USE OF REFERENCE WEBSITES, INCLUDING THE INFORMATION, CONTENT,

MATERIAL, PRODUCTS, AND SERVICES ON REFERENCE WEBSITES OR AVAILABLE THROUGH REFERENCE WEBSITES, IS SOLELY AT YOUR OWN RISK. Our terms and policies do not govern your use of any website other than the Website. You should review applicable terms and policies, including the privacy and data gathering practices, of any Reference websites.

(c) Purchases on Third Party Websites. In addition to purchases on the Website, the Website may allow you to make purchases of products or services through third party websites. The terms associated with your transactions for these services and/or products are subject to the terms and conditions and privacy policies of the third party websites. If you have problems or questions regarding a transaction with a third party website, please contact the third party website directly.

15. **Service Availability.** Delivering Good may make changes to or discontinue any of Delivering Good Materials, web communities, products or services available on the Website at any time, and without notice, and Delivering Good makes no commitment to update these materials on the Website.
16. **Service Testing.** From time to time, we test various aspects of the Website, including the platform, user interfaces, service levels, plans, promotions, features, availability of Delivering Good Materials, and pricing, and we reserve the right to include you in or exclude you from these tests without notice.
17. **Feedback.** You agree that with respect to any feedback, analysis, suggestions and comments to Delivering Good provided by you (collectively, "Feedback"), IN CONSIDERATION OF DELIVERING GOOD PROVIDING ACCESS TO THE WEBSITE FREE OF CHARGE, USER HEREBY GRANTS TO DELIVERING GOOD THE EXCLUSIVE PERPETUAL, IRREVOCABLE AND WORLDWIDE RIGHT TO USE, COPY, DISPLAY, PERFORM, TRANSLATE, MODIFY, LICENSE, SUBLICENSE AND OTHERWISE EXPLOIT ALL OR PART OF THE FEEDBACK OR ANY DERIVATIVE THEREOF IN ANY EMBODIMENT, MANNER OR MEDIA NOW KNOWN OR HEREAFTER DEvised WITHOUT ANY REMUNERATION, COMPENSATION OR CREDIT TO USER. User represents and warrants that User has the right to make the foregoing grant to Delivering Good and that any Feedback which is provided by User to Delivering Good does not infringe any third-party intellectual property rights. Notwithstanding the foregoing, Delivering Good grants to you a non-exclusive, non-transferable, non-sublicensable, world-wide, perpetual and irrevocable license to use the Feedback for your own personal, non-commercial purposes that do not compete, directly or indirectly, with our use of such Feedback.
18. **Termination.** You agree that Delivering Good, in its sole discretion, may terminate any access you may have through the Website or your use of the Website, and remove and discard all or any part of any User Content. You agree that your access to the Website or any account you may have or portion thereof may be terminated without prior notice, and you agree that Delivering Good shall not be liable to you or any third-party for any such termination. Delivering Good reserves the right to modify, suspend or discontinue the Website and/or access to it at any time and without notice to you, and Delivering Good will not be liable to you should it exercise such rights, even if your use of the Website is impacted by the change. These remedies are in addition to any other remedies Delivering Good may have at law or in equity.
19. **INDEMNIFICATION; HOLD HARMLESS.** YOU AGREE TO INDEMNIFY AND HOLD HARMLESS DELIVERING GOOD AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, LOSSES, OBLIGATIONS, DAMAGES, LIABILITIES, COSTS, DEBT, AND EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING OUT OF (I) YOUR USE OR MISUSE OF THE WEBSITE; (II) YOUR USER CONTENT, INCLUDING DELIVERING GOOD'S USE, DISPLAY OR OTHER EXERCISE OF ITS LICENSE RIGHTS GRANTED HEREIN WITH RESPECT TO YOUR USER CONTENT; (III) YOUR

VIOLATION OF THESE TERMS; (IV) YOUR VIOLATION OF THE RIGHTS OF ANY OTHER PERSON OR ENTITY, INCLUDING CLAIMS THAT ANY USER CONTENT INFRINGES OR VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS; (V) YOUR BREACH OF THE FOREGOING REPRESENTATIONS, WARRANTIES, AND COVENANTS; AND (VI) ANY UNAUTHORIZED USE OF YOUR ACCOUNT NOT CAUSED BY DELIVERING GOOD. DELIVERING GOOD RESERVES THE RIGHT, AT YOUR EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER FOR WHICH YOU ARE REQUIRED TO INDEMNIFY US AND YOU AGREE TO COOPERATE WITH OUR DEFENSE OF THESE CLAIMS. YOU AGREE NOT TO SETTLE ANY MATTER GIVING RISE TO YOUR INDEMNIFICATION OBLIGATIONS WITHOUT THE PRIOR WRITTEN CONSENT OF DELIVERING GOOD. DELIVERING GOOD WILL USE REASONABLE EFFORTS TO NOTIFY YOU OF ANY SUCH CLAIM, ACTION, OR PROCEEDING UPON BECOMING AWARE OF IT.

20. DISCLAIMERS; NO WARRANTIES.

(A) ACKNOWLEDGMENT. YOU EXPRESSLY ACKNOWLEDGE THAT AS USED IN THIS SECTION 20, AND SECTIONS 21 AND 22 BELOW, THE TERM DELIVERING GOOD INCLUDES EACH OF ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, MEMBERS, AGENTS AND SUBCONTRACTORS.

(B) NO WARRANTIES. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, DELIVERING GOOD DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DELIVERING GOOD OR THROUGH THE WEBSITE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

(C) "AS IS" AND "AS AVAILABLE" AND "WITH ALL FAULTS." YOU EXPRESSLY AGREE THAT THE USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE, DELIVERING GOOD MATERIALS, USER CONTENT, NON-DELIVERING GOOD CONTENT, AND ANY OTHER THIRD-PARTY MEDIA, CONTENT, SOFTWARE, GOODS, SERVICES OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE," "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.

(D) WEBSITE OPERATION AND NON-DELIVERING GOOD CONTENT. DELIVERING GOOD DOES NOT WARRANT THAT DELIVERING GOOD MATERIALS, USER CONTENT, NON-DELIVERING GOOD CONTENT, WEBSITE, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE WEBSITE OR ANY REFERENCE WEBSITES WILL BE UNINTERRUPTED, OR FREE OF ERRORS, HACKING, VIRUSES, OR OTHER HARMFUL COMPONENTS AND DOES NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

(E) ACCURACY. DELIVERING GOOD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE WEBSITE OR ANY REFERENCE WEBSITES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

(F) HARM TO YOUR COMPUTER. YOU UNDERSTAND AND AGREE THAT YOUR USING, ACCESSING, DOWNLOADING, OR OTHERWISE OBTAINING INFORMATION, MATERIALS,

OR DATA THROUGH THE WEBSITE (INCLUDING RSS FEEDS) OR ANY REFERENCE WEBSITES IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM THE USE OR DOWNLOAD OF, OR OTHER ACCESS TO SUCH MATERIAL OR DATA.

(G) ANY HEALTH AND WELLNESS CONTENT AND OR INFORMATION IS DESIGNED FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY AND DOES NOT AND IS NOT INTENDED AS MEDICAL ADVICE, TO SERVE AS A SUBSTITUTE FOR MEDICAL ADVICE AND DOES NOT CONSTITUTE THE PRACTICE OF MEDICINE. YOUR USE OF THE WEBSITE DOES NOT CREATE A DOCTOR / PATIENT RELATIONSHIP. DELIVERING GOOD IS NOT A HEALTH CARE PROVIDER. THE WEBSITE DOES NOT OFFER MEDICAL ADVICE AND NOTHING CONTAINED IN THE CONTENT IS INTENDED TO CONSTITUTE PROFESSIONAL ADVICE FOR MEDICAL DIAGNOSIS OR TREATMENT. YOU SHOULD NOT USE THE WEBSITE TO DIAGNOSE A HEALTH OR FITNESS PROBLEM OR DISEASE. USE OF THE WEBSITE DOES NOT REPLACE MEDICAL CONSULTATIONS WITH A QUALIFIED HEALTH OR MEDICAL PROFESSIONAL TO MEET THE HEALTH AND MEDICAL NEEDS OF YOU OR ANY OTHER PARTY. DELIVERING GOOD DISCLAIMS ALL RESPONSIBILITY FOR THE PROFESSIONAL QUALIFICATIONS AND LICENSING OF, AND SERVICES PROVIDED BY, ANY PHYSICIAN OR OTHER HEALTH PROVIDER REFERRED TO ON THE WEBSITE AND/OR ANY THIRD PARTY WEBSITE. NEVER DISREGARD THE MEDICAL ADVICE OF A PHYSICIAN OR HEALTH PROFESSIONAL, OR DELAY IN SEEKING SUCH ADVICE, BECAUSE OF SOMETHING YOU READ ON THE WEBSITE. ALTHOUGH DELIVERING GOOD STRIVES TO ENSURE THAT THE INFORMATION DELIVERING GOOD PROVIDES ON THE WEBSITE IS CORRECT, DELIVERING GOOD CANNOT GUARANTEE THAT IT IS ALWAYS ACCURATE AND UP-TO-DATE. DELIVERING GOOD OFFERS THE WEBSITE AS IS AND WITHOUT ANY WARRANTIES.

(H) DELIVERING GOOD MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING DELIVERING GOOD READY DEVICES OR THE COMPATIBILITY OF THE DEVICE WITH OUR SERVICE. Additional disclaimers or limitations of liability may be contained in the various software end license agreements you have agreed to by using our service.

21. LIMITATION OF LIABILITY AND DAMAGES.

(A) LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL DELIVERING GOOD OR ITS THIRD PARTY COLLABORATORS, LICENSORS OR SUPPLIERS, BE LIABLE FOR PERSONAL INJURY OR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSS, DATA OR USE OR COST OF COVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OF, OR THE INABILITY TO USE, DELIVERING GOOD MATERIALS AND USER CONTENT ON THE WEBSITE OR ANY REFERENCE WEBSITES, THE WEBSITE ITSELF, OR ANY OTHER INTERACTIONS WITH DELIVERING GOOD, EVEN IF DELIVERING GOOD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(B) LIMITATION OF DAMAGES. IN NO EVENT SHALL DELIVERING GOOD OR ITS THIRD PARTY COLLABORATORS, LICENSORS OR SUPPLIERS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE WEBSITE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE) EXCEED THE GREATER OF

ONE HUNDRED DOLLARS (USD \$100) IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THAT SUCH CLAIM AROSE.

(C) THIRD PARTY PRODUCTS AND SERVICES. SOME USERS MAY USE THE WEBSITE TO MARKET PRODUCTS AND/OR SERVICES. THE ABOVE LIMITATIONS SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY SUCH PRODUCTS OR SERVICES MARKETED, SOLD OR PROVIDED BY USERS, OR OTHERWISE BY THIRD PARTIES OTHER THAN DELIVERING GOOD AND RECEIVED BY YOU THROUGH OR ADVERTISED ON THE WEBSITE OR THIRD PARTY WEBSITES, INCLUDING WITHOUT LIMITATION ANY REFERENCE WEBSITES.

22. LIMITATIONS BY APPLICABLE LAW; BASIS OF THE BARGAIN.

(A) LIMITATIONS BY APPLICABLE LAW. CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES, OR LIABILITY CONTAINED IN THESE TERMS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION IN WHICH YOU ARE LOCATED.

(B) BASIS OF THE BARGAIN. YOU ACKNOWLEDGE AND AGREE THAT DELIVERING GOOD HAS OFFERED ITS SERVICES AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND DELIVERING GOOD, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND DELIVERING GOOD. YOU ACKNOWLEDGE AND AGREE THAT DELIVERING GOOD WOULD NOT BE ABLE TO PROVIDE THE WEBSITE TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

23. Digital Millennium Copyright Act Compliance (“DMCA”).

(a) Infringement Claims. If you are a copyright owner or an agent thereof, and believe that any User Content or other Non-Delivering Good Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing our Copyright Agent with the following information in writing (see 17 U.S.C. 512(c)(3) for further detail):

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 are covered by a single notification, a representative listing of such works or a link or URL to all such works;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity on the Website and that is to be removed or access to which is to be disabled, including the link or URL for all such material on the Website;

4. Information reasonably sufficient to permit Delivering Good to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail 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; and
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.

Delivering Good's designated Copyright Agent to receive notifications of claimed infringement is:

Delivering Good, Inc.
Attn: Copyright Agent
266 W 37th St., 22nd Floor
New York, NY 10018
Contact@Delivering-Good.org

FAILURE TO INCLUDE ALL OF THE ABOVE INFORMATION, ESPECIALLY SPECIFIC INFORMATION ABOUT WHERE INFRINGING CONTENT MAY BE FOUND, WILL RESULT IN A DELAY IN THE PROCESSING OF YOUR DMCA NOTIFICATION AND MAY RESULT IN YOUR HAVING TO REPEAT SOME OR ALL OF THE ABOVE PROCESS.

(b) Notice and Takedown. If we receive proper notification of claimed copyright infringement, we will respond expeditiously by removing, or disabling access to, the material that is claimed to be infringing, as described below, or to be the subject of infringing activity. We will also comply with the appropriate provisions of the DMCA in the event a counter-notification is received, as described below. We may, at our discretion, deny access to the Website by, or disable and/or terminate the accounts of, Users who may be infringers.

(c) Copyright Counter-Notices. If content you posted on the Website was removed for copyright or intellectual property infringement, and you would like to dispute that removal, the process for counter-notifications, which is governed by Section 512(g) of the DMCA, is as follows:

1. To file a counter-notification with us, you must provide our Copyright Agent, at the address set forth above, with a written communication that sets forth the items specified below.
2. Please note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability. Please also be advised that we enforce a policy that provides for the termination, in appropriate circumstances, of the accounts of (or access privileges by) Users who are infringers. Accordingly, if you are not sure whether certain material infringes your copyright or the copyrights of others, we suggest that you first contact an attorney.

(d) Elements of Counter-Notification. To expedite our ability to process your counter-notification, please use the following format (including section numbers):

1. Identify the specific URLs of (or other information sufficient to allow us to identify) material that Delivering Good has removed or to which Delivering Good has disabled access.

2. Provide your full name, address, telephone number, email address and, if you are a registered User, the User name of your Delivering Good account.
3. Provide a statement that you consent to the jurisdiction of the Southern District of New York and the Federal District Court for the judicial district in which your address is located (if your address is outside of the U.S.A.), and that you will accept service of process from the person who provided notification to our Copyright Agent in accordance with the process outlined above or an agent of such person.
4. Include the following statement: "I swear, under penalty of perjury, that I have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."
5. Sign the notice. If you are providing notice by email, a scanned physical signature or a valid electronic signature will be accepted. Send the communication to the following address:

Delivering Good, Inc.
266 W 37th St., 22nd Floor
New York, NY 10018
Contact@Delivering-Good.org

After we receive your counter-notification, we will forward it to the party who submitted the original claim of copyright infringement. Please note that when we forward the counter-notification, it includes any of your Identifying Information set forth in the counter-notification. By submitting a counter-notification, you consent to having such Identifying Information revealed in this way. We will not forward the counter-notification to any party other than the original claimant. After we send out the counter-notification, the claimant must then notify us within ten (10) days that he or she has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the material on the Website. If we receive such notification, we will be unable to restore the items. If we do not receive such notification, we may, but are not obligated to, reinstate the disputed item(s).

(e) Foreign Counter-Notification: If you reside outside of the United States, please understand that filing a counter-notice may lead to legal proceedings between you and the complaining party to determine ownership. Be aware that there may be adverse legal consequences in your country and/or the United States of America if you make a false or bad faith allegation by using this process. Please also be advised that we enforce a policy that provides for the termination in appropriate circumstances of access privileges for Users who are infringers. So, if you are not sure whether content you posted on the Website is being infringed, or are otherwise unsure of whether to file a counter-notification using these procedures, we strongly recommend you first contact a lawyer knowledgeable in the laws of the United States and the State of New York. If you do wish to file a counter-notice, you should follow the process set forth above under the heading "Elements of Counter-Notification."

(f) DISCLAIMER: WE ARE NOT YOUR ATTORNEYS, AND THE INFORMATION WE PRESENT HERE IS NOT LEGAL ADVICE. WE PRESENT THIS INFORMATION FOR INFORMATIONAL PURPOSES ONLY.

23. Miscellaneous.

(a) Notice. Delivering Good may provide you with notices, including those regarding changes to these Terms, by email, regular mail, or postings on the Website. If Notice is by e-mail or mail, it will be provided to the e-mail or regular mailing address provided by you with your account information and it is your responsibility to update such account information for any changes. Notice to you will be

deemed given twenty-four hours after an email is sent, unless Delivering Good is notified that the email address is invalid, and if through postal mail, three days after the date of mailing. You may provide Delivering Good with notices only by mail to the address indicated in subsection (l) below.

(b) Governing Law. These Terms shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of law. The Uniform Computer Information Transactions Act does not apply to these Terms.

(c) Jurisdiction. For any dispute you have with us, you agree to first contact us through email at Contact@Delivering-Good.org and attempt to resolve the dispute with us informally. If we have not been able to resolve the dispute with you informally, you agree that any action at law or in equity arising out of or relating to these Terms shall be filed only in the state or federal courts in and for New York County, State of New York and you hereby consent and submit to the personal and exclusive jurisdiction and venue of such courts for the purposes of litigating any such action. You agree that you will not file or participate in a class action against us. IN ANY ACTION OR PROCEEDING COMMENCED TO ENFORCE ANY RIGHT OR OBLIGATION UNDER THIS AGREEMENT OR WITH RESPECT TO THE SUBJECT MATTER HEREOF, YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.

(d) Notice for California Users.

Under California Civil Code Section 1789.3, users of our Website service from California are entitled to receive the following information on how to resolve a complaint regarding the Website service or to receive further information regarding use of the Website service:

Such complaints or requests may be submitted to Delivering Good, Inc. by using one (1) of the following methods:

By E-mail: Contact@Delivering-Good.org or

By U.S. Postal Mail:
Delivering Good, Inc.
266 W 37th St., 22nd Floor
New York, NY 10018

(e) Claims. YOU AGREE THAT ANY CAUSE OF ACTION BROUGHT BY YOU ARISING OUT OF OR RELATED TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. If, for any reason, we believe, have reason to believe, suspect or are notified of any act, omission or circumstances which may or could (i) compromise or endanger the health, well-being or safety of any person, (ii) cause or lead to damage to persons or property (tangible or intangible), (iii) adversely affect, infringe upon or misappropriate the rights of others, (iv) harass or interfere with any other user or person, firm or enterprise, (v) interfere with or bypass our security or other protective measures applicable to our systems, networks and communications capabilities, (vi) breach or violate these Terms, or (vii) violate any law or regulation, we have the right, reserving cumulatively all other rights and remedies available to us at law, in equity and under this agreement with you, to report and provide information to any and all regulatory and law enforcement authorities and agencies and take any action permitted by law.

(f) No Agency. There is no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between you and us or between us and any other User of the Websites.

(g) Waiver. A provision of these Terms may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of Delivering Good to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

(h) Severability. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

(i) Assignment. The Terms and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Delivering Good without restriction. Any assignment attempted to be made in violation of these Terms shall be void.

(j) Headings. The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and shall not be deemed to limit or affect any of the provisions hereof.

(k) Entire Agreement. This is the entire agreement between you and Delivering Good relating to the subject matter herein and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. These Terms shall not be modified except in writing, signed by both parties, or by a change to these Terms made by Delivering Good as set forth in Section 3 above. All rights not expressly granted in these Terms are reserved to us.

(l) Disclosures. The services hereunder are offered by Delivering Good located at:

266 W 37th St., 22nd Floor
New York, NY 10018

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