



Ellen Meadows Prosthetic Hand Foundation (EMPHF)

Terms and Conditions of Use

Effective date: 05/18/2023

These Terms and Conditions of Use and our Privacy Policy (together, this “Agreement”) describe the terms and conditions on which The Ellen Meadows Prosthetic Hand Foundation, a 501(c)(3) nonprofit, with offices at 2600 Reynolds Ranch Parkway STE 140 #144, Lodi, CA 95240 or one or more of its affiliates (collectively, “EMPHF,” “we,” “us” or “our”) offers you access to www.LN4handproject.org and www.LN4hand.org or any related website or service in or to which this Agreement is linked or referenced (collectively, the “Services”).

Before accessing and using the Services, please read this Agreement carefully because it is a legal agreement between **EMPHF** and you.

BY ACCESSING AND USING THE SERVICES, YOU AFFIRM THAT:

- YOU HAVE READ AND UNDERSTAND THIS AGREEMENT;
- YOU WILL COMPLY WITH THIS AGREEMENT; AND
- YOU ARE AT LEAST THE AGE OF LEGAL MAJORITY IN YOUR PLACE OF RESIDENCE AND OTHERWISE LEGALLY COMPETENT TO ENTER INTO A LEGAL AGREEMENT

If you do not agree to any term of this Agreement, please do not use the Services.

1. Changes to Terms

The Effective Date of this Agreement is set forth at the top of this webpage. As we add new features, we may revise or supplement this Agreement. We will provide you with advance notice of material revisions to this Agreement. We will not make revisions that have a retroactive effect unless we are legally required to do so or to protect other users of the Services. Your continued use of the Services after the Effective Date constitutes your acceptance of this Agreement, as amended. As of the Effective Date, the amended Agreement supersedes all previous versions of or agreements, notices or statements about this Agreement.

2. Additional Terms

Certain features of the Services may be subject to additional terms (“Additional Terms”) presented in conjunction with them. Regardless of how they are presented to you, you must agree

to Additional Terms before using the features of the Services to which they apply. Unless otherwise specified in Additional Terms, all Additional Terms are incorporated into this Agreement. If you do not agree to Additional Terms, then you may not use the Services to which they relate. This Agreement and Additional Terms apply equally but, if any Additional Term is inconsistent with any provision of this Agreement, the Additional Term will prevail for the Services to which the Additional Terms apply.

3. EMPHF Content

EMPHF and its licensors retain full and complete title to all information and materials provided on or through or submitted to the Services, including any artwork, graphics, text, video and audio clips, trademarks, logos and other content (collectively, “EMPHF Content”). The names "Ellen Meadows Prosthetic Hand Foundation," “The LN4 Hand Project,” and corresponding logos and other trademarks used in the Services are trademarks of EMPHF or its affiliates and may not be used in connection with the products or services of others in any manner that is likely to cause confusion. All other trademarks not owned by EMPHF that appear in the Services are the property of their respective owners.

If you agree to this Agreement (as well as any Additional Terms), then you may download, print and/or copy EMPHF Content solely for your own personal use.

Except for content that is in the public domain or unless the EMPHF provides you with written authorization to do so, you may not:

- Incorporate any EMPHF Content into any other work (such as your own website) or use EMPHF Content in any public or commercial manner;
- Copy, modify, reproduce, adapt, reverse engineer, distribute, frame, republish, upload, display, post, transmit, transfer, license or sell EMPHF Content in any form or by any means;
- Change any of the notices about copyright, trademarks or other intellectual property rights that may be part of the EMPHF; or
- ‘Deep link’ to any of the Services (i.e., link to any page other than the home page of one of the Services).

EXCEPT FOR EMPHF CONTENT PROVIDED BY US OR OUR AGENTS, WE DO NOT GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION ON THE SERVICE OR ENDORSE THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY THIRD PARTY. EMPHF is an independent, nonpartisan organization. EMPHF takes no institutional positions on policy issues. References to specific nonprofit, private, or government entities are not an endorsement.

4. Using the Services

Age of Eligibility: You must be the age of legal majority or older in your place of residence to use the Services.

Your Account: You are required to create an account to use certain features of the Services. EMPHF offers one type of account (your “Account”):

- Sport Engine account

You agree that you will maintain your Account information to ensure that it is always current, complete and accurate. If you provide untrue, incomplete, misleading or inaccurate information, you understand that we have the right to terminate your Account and use of the Services.

You agree to protect the security of your Account. You are responsible for all use of your Account, including your login credentials (i.e., username and password) and activation codes and passwords. EMPHF treats access to the Services through your account credentials as authorized by you. Any access, activity, or purchases made by an authorized business user account will be treated as authorized by the associated registered linked business account. Unauthorized access to password-protected or secure areas is prohibited and may lead to criminal prosecution. EMPHF may suspend your use of all or part of the Services without notice if we suspect or detect any breach of security. Please immediately notify EMPHF using the contact information provided below if you believe that information you provided to us is no longer secure or if you need to deactivate your account or password.

Accessing the Services: You are responsible for the software, hardware and Internet service needed to access and use the Services. If you access and use the Services on your smartphone, tablet or other mobile device (“Mobile Device”), you are solely responsible for any and all data and other fees related to use of the Services through your Mobile Device.

Certain Services may offer text messaging (SMS or MMS) services. Message and data rates may apply. Once you opt-in to receive text messages from us, the frequency of text messages that we send to you depends on your transactions with us. All charges are billed by and payable to your wireless service provider. Please contact your wireless service provider for pricing plans and details. Text message services are provided on an “as is” basis and may not be available in all areas at all times.

By agreeing to receive text messages, you understand and agree that EMPHF may use an automatic dialing system to deliver text messages to you and that your consent to receive text messages is not required as a condition of purchase for any goods or services.

We do not guarantee availability of the Services at all times of the day. EMPHF may from time to time perform upgrades, updates or otherwise make the Services unavailable. To the maximum extent authorized under applicable law, we reserve the right to change, remove, delete, restrict, block access to, or stop providing any or all of the Services at any time and without notice. Except as provided in our donor agreements, EMPHF has no obligation to provide access to or support for the Services.

Restrictions on Your Use of Services: You may use the Services for lawful, non-commercial purposes only. You agree that you will not (and you agree not to encourage or allow any third party to):

- Breach, test, circumvent (or attempt to breach, test or circumvent) any security, copy protection or rights management feature in the Services or otherwise attempt to gain unauthorized access to the Services, other users' Accounts, or EMPHF's computer systems or networks,
- Copy, modify, translate, adapt or otherwise create derivative works or improvements (whether or not patentable) of any part of the Services;
- Decompile, reverse engineer, disassemble or decode the Services or otherwise attempt to derive or gain access to the source code of any part of the Services (unless applicable laws specifically prohibit such restriction);
- Remove, alter or obscure any copyright, trademark or other intellectual property or proprietary notices contained in the Services;
- Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape or index any portion of the Services;
- Use the Services to advertise, buy or sell any products or services without approval of the Board of Directors of EMPHF;
- Distribute, rent, sublicense, lease, lend, sell, resell, assign, transfer, transmit, stream, broadcast or otherwise make available or exploit any features or functionality of the Services including though time-sharing, use of service bureau or by otherwise making the Services available on a network on which it is accessible by more than one device at any time;
- Reformat or frame any portion of the web pages that are part of the Services without EMPHF's written consent;
- Cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services;
- Create an Account under fraudulent pretenses; or
- Collect or store Personal Data (as defined in the Privacy Policy) about any other user without his or her express prior written consent.

5. Contests

From time to time, EMPHF may offer you the opportunity to participate in challenges or other contests (collectively, "Contests"). You may not be transfer, assign, sell, trade or barter any prize, premium or other benefit you receive through a Contest. ANY PRIZE, PREMIUM OR OTHER BENEFIT IS AWARDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR GUARANTEE FROM EMPHF, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

We reserve the right to modify, terminate or suspend the availability of Contests and to correct errors or inconsistencies in Contest-related materials. We may *disqualify any individual who tampers with any Promotion*. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF A PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND WE RESERVE THE RIGHT TO SEEK DAMAGES FROM SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

You agree to be bound by our decisions, which are final and binding in all matters relating to Contests. Contests are *subject to all* applicable federal, state and local laws, rules and regulations. Contests are void where that they are prohibited, restricted or taxed.

BY PARTICIPATING IN A CONTEST, YOU AGREE TO RELEASE EMPHF AND ITS AGENTS FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE ARISING FROM OR IN CONNECTION WITH PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY OR THE RECEIPT, USE OR MISUSE OF ANY PRIZE OR PREMIUM THAT YOU MAY RECEIVE.

6. Disclaimer of Warranties

EMPHF warrants that EMPHF has validly entered into this Agreement and has the legal power to do so. You warrant that you have validly entered into this Agreement and have the legal power to do so.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, EMPHF SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. EMPHF specifically disclaims all warranties and conditions of any kind, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, non-infringement, freedom from defects, uninterrupted use and all warranties implied from any course of dealing or usage of trade. EMPHF does not warrant that (a) the Services will meet your requirements, (b) operation of the Services will be uninterrupted or virus- or error-free or (c) errors will be corrected. Any oral or written advice provided by EMPHF or its authorized agents does not and will not create any warranty. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES WHICH MEANS THAT SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

YOUR USE OF THE SERVICES IS AT YOUR OWN RISK.

7. Limitation of Liability

YOU FURTHER WAIVE AND AGREE NOT TO ASSERT AGAINST EMPHF ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ENHANCED OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE, DIMINUTION IN VALUE, DAMAGES FOR LOSS OR CORRUPTION OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF EMPHF KNOWS OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN EACH CASE, ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE SERVICE OR TO THE CONDUCT OF YOU OR ANY OTHER REGISTERED USER IN CONNECTION WITH THE USE OF THE SERVICE.

The foregoing disclaimer of liability will not apply to the extent prohibited by applicable law in the jurisdiction of your place of residence. You acknowledge and agree that the above limitations of liability together with the other provisions in this Agreement that limit liability are essential

terms and that EMPHF would not be willing to grant you the rights set forth in this Agreement but for your agreement to the above limitations of liability.

8. Dispute Resolution

If you have a complaint about the Services, please contact EMPHF via email at LN4project@gmail.com.

YOU AND EMPHF ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, THE CAUSE OF ACTION IS PERMANENTLY BARRED.

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO THE SERVICES, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by this Section. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or this Agreement is void, voidable, or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction.

You agree to an arbitration on an individual basis. In any dispute, **NEITHER YOU NOR EMPHF WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class

arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

9. Governing Law and Jurisdiction

This website is operated from the US. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.

10. International Use

If you are not a United States resident and you are accessing our Services from outside the United States, you agree to the transfer of certain information outside your home country to us and that you will follow all the laws that apply to you.

EMPHF's servers, applications, cloud services, and operations are located primarily in the United States and our policies and procedures are based primarily on United States law. Because of this, the following provisions apply specifically to users located outside of the United States: (i) you consent to the transfer, storage, and processing of your information (including Submissions and Personal Data) to and in the United States and/or other countries; (ii) if you are using the Services from a country embargoed by the United States, or are on the United States Treasury Department's list of "Specially Designated Nationals," you are not authorized to access or use the Services; and (iii) you agree to comply with all applicable local laws, rules, and regulations, including all laws, rules, and regulations in effect in the country in which you reside and the country from which you access the Services. The Services are not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or which that would subject EMPHF or its affiliates to any registration requirement within such jurisdiction or country.

11. Termination

You may terminate your Account at any time for any reason effective upon written notice to EMPHF. EMPHF reserves the right immediately to suspend or terminate your access to the Services without notice if EMPHF believes you violated this Agreement.

12. Links to Other Websites and Services

The Services contain links to other websites and services that we think may interest you (collectively, "Linked Services"). Linked Services are not under the control of EMPHF and EMPHF is not responsible for Linked Services or for any information or materials on, or any form of transmission received from, any Linked Service. The inclusion of a link does not imply

endorsement by EMPHF of the Linked Services or any association with the operators of the Linked Services. EMPHF does not investigate, verify or monitor the Linked Services. EMPHF provides links to Linked Services for your convenience only. You access Linked Services at your own risk.

13. General Terms

- This Agreement (i) inures to the benefit of and will be binding upon EMPHF and you and your successors and assigns, respectively, and (ii) may be assigned by EMPHF but you may not assign this Agreement without the prior express written consent of EMPHF.
- This Agreement contains the entire understanding by and between EMPHF and you with respect to the subject matter described herein.
- If any provision of this Agreement is or becomes unenforceable or invalid in whole or in part, the remaining provisions (or portions thereof) will continue with the same effect as if such unenforceable or invalid provision had not been inserted herein.
- If at any time EMPHF fails to strictly enforce any term of this Agreement, the failure to enforce on any occasion will not constitute a waiver of any term and will not prevent enforcement on any other occasion.
- Nothing contained in this Agreement will be deemed to constitute EMPHF or you as the agent or representative of the other or as joint ventures' or partners.
- The headings and captions contained herein are for convenience only.
- This Agreement and all related documentation will be drafted in English. While certain text in this Agreement may be made available in languages other than English (whether translated by a person or solely by computer software), the English language version controls.

14. Question About the Services

If you have a question about the Services, please contact EMPHF via email at LN4project@gmail.com

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