

LAST UPDATED: April 26, 2017

Janie Appleseed Network

Member Terms and Conditions

These Member Terms and Conditions (this “Agreement”) constitutes a binding agreement between Janie Appleseed Network, a Rhode Island nonprofit organization (“Janie Appleseed”, “we” or “us”), and you (“you” or “your”) and govern your participation as a “member” in the Janie Appleseed Member Network Program and use of any content or service provided through the Member Network Program (collectively, the “Member Program”). The Member Program is offered through the Janie Appleseed website located at <http://janieappleseed.org> (the “Website”).

BY CLICKING ON THE BUTTON LABELED "I ACCEPT" AFTER THIS AGREEMENT, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, PLEASE DO NOT CLICK ON THE BUTTON LABELED “I ACCEPT” AND DO NOT ACCESS OR USE THE MEMBER PROGRAM OR ANY SERVICE PROVIDED THROUGH THE MEMBER PROGRAM.

BY CLICKING ON THE “I ACCEPT” BUTTON, OR BY ACCESSING OR ACCESSING OR USING THE MEMBER PROGRAM OR ANY SERVICE PROVIDED THROUGH THE MEMBER PROGRAM, YOU REPRESENT AND WARRANT THAT (A) YOU ARE AT LEAST 18 YEARS OLD AND THE AGE OF MAJORITY AND LEGAL CONSENT IN THE JURISDICTION IN WHICH YOU LIVE OR RESIDE, AND (B) YOU AGREE TO BE BOUND BY THIS AGREEMENT.

You agree to execute a written copy of this Agreement upon our request.

THIS AGREEMENT MAY BE AMENDED OR CHANGED BY US IN OUR DISCRETION AT ANY TIME. We will notify you of changes to this Agreement by posting the amended terms on our Website at least thirty (30) days before the effective date of the changes. We will also notify you by email of material changes to this Agreement by sending an email at least thirty (30) days before the effective date of the changes to the email address we have on file. We encourage you to keep the email address you provide to us current and to promptly notify us of any changes to your email address, so that you may receive any notices we send to you regarding material changes to this Agreement.

Any amendment or change to this Agreement will not apply to any dispute that we had actual notice of prior to the effective date of the amendment or change. We indicate at the top of the page when this Agreement was last updated. Your continued access or use of the Member Program or any Service following the effective date of such changes will be deemed acceptance of such changes. Be sure to return to this page periodically to ensure you are familiar with the most current version of this Agreement.

We are committed to protecting the privacy of the personal information and any protected health information (collectively, “Personal Data”) provided by you through the Member Program. Any

Personal Data you provide to us through the Member Program is subject to our privacy policy located at <http://janieappleseed.org/index.php/3201-2/>, which is incorporated herein by reference. **PLEASE REVIEW OUR PRIVACY POLICY TO UNDERSTAND OUR PRACTICES WITH RESPECT TO THE PERSONAL DATA YOU PROVIDE TO US.**

WARNING: THE WEBSITE AND MEMBER PROGRAM ARE PROTECTED BY COPYRIGHT LAW AND INTERNATIONAL TREATIES. UNAUTHORIZED REPRODUCTION, DISTRIBUTION OR USE OF THE WEBSITE OR MEMBER PROGRAM MAY RESULT IN SEVERE CIVIL AND CRIMINAL PENALTIES AND WILL BE PROSECUTED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

1. Medical Advice Disclaimer.

If you believe you or any other individual has a medical emergency or any other health problem, you should promptly call an emergency medical service provider or consult your physician or healthcare provider. If you think you may be suffering from any medical condition, you should seek immediate medical attention. The Website and Member Program are not designed to, and do not provide, medical advice, professional diagnosis, opinions, or treatment to you or to any other person. Never disregard medical or professional advice, or delay seeking it, because of something you read on the Website or through the Member Program or on any linked website. You should also ask your physician or other healthcare provider to assist you in interpreting any information provided through the Website, Member Program or any linked website, or in applying any such information to your individual case.

2. Accounts.

- a. Janie Appleseed Member Accounts. To participate in the Member Program, you will be required to create a member account with Janie Appleseed (a “Member Account”). The Janie Appleseed Member Program is available to any individual with a mailing address in the United States. An individual may have only one Member Account and such Member Account must be in his or her legal name. Membership will not be extended to corporations or other legal entities. Membership in the Janie Appleseed Member Program is non-transferable and void where prohibited by law. You will be provided a Member Account number and asked to set up a password upon registering for the Janie Appleseed Member Program.
- b. Service Accounts. Upon completion of the registration process to use any paid or non-paid service available through the Member Program (each, a “Service”) and acceptance of any additional terms and conditions that may apply (which additional terms will be presented to you at the time you register to use that Service), you will be assigned a unique user name for such Service (a “Service Account”). Each Service Account is separate and distinct from the Member Account you establish to participate in the Janie Appleseed Member Program. When you set up a Service Account, you will also be also asked to set up a password for that Service Account. **PLEASE NOTE THAT IN ORDER TO OBTAIN A SERVICE ACCOUNT OR USE ANY SERVICE PROVIDED THROUGH THE**

MEMBER PROGRAM, YOU MUST BE A MEMBER IN THE JANIE APPLESEED MEMBER PROGRAM AND HAVE A VALID MEMBER ACCOUNT AT ALL TIMES.

- c. Responsibility for Passwords and Use of any Member Account or Service Account. You are responsible for maintaining the confidentiality of your password(s) for you Member Account and any Service Account(s) and for all activity that occurs under your Member Account and any Service Account(s). You agree to notify Janie Appleseed immediately of any unauthorized use of your Member Account or any Service Account. You should not share your password(s) with anyone.
- d. Name Changes. If your name legally changes after enrolling in the Janie Appleseed Member Program, you should email a signed, written request detailing the reason for the change to: Support@JanieAppleseed.org. Supporting legal documentation for the name change, such as a marriage license, court order, divorce decree or legal name change document must be attached to the e-mail. Janie Appleseed will not make a name change to any Member Account without the supporting legal documentation. Different terms may apply for changing your name on a Service Account provided through the Member Program.

3. License to Access and Use the Member Portions of the Website and Member Program.

Upon acceptance of this Agreement and completion of your registration to become a member in the Janie Appleseed Member Program, Janie Appleseed grants you a limited, non-exclusive, non-transferrable and non-sub-licensable license to access and use the member portions and content of the Website and Member Program. Such license includes the right to download for your personal use that portion of any content of the Website or Member Program which is expressly made available for download or your personal use. Upon completion of the registration process for any Service provided through the Member Program, including acceptance of any additional terms and conditions that may apply to such Service, you are granted the limited, non-exclusive, non-transferable and non-sub-licensable license to access and use such Service and to download for your personal use any of your protected health information transmitted through the Service. The Website, Member Program and each Service may only be used for your personal, non-commercial use. This license terminates automatically if you breach any of the terms and conditions of this Agreement (or the special terms and conditions applicable to any Service) or upon termination of this Agreement for any reason. All rights (including, but not limited to, all intellectual and proprietary rights) in and to the Website, the Member Program, any Service provided through the Member Program, and all related content, are hereby exclusively reserved to Janie Appleseed and its licensors.

4. Restrictions on Use of the Member Portions of the Website and Each Service.

Except as expressly authorized in Section 3 above or as otherwise expressly permitted in the special terms and conditions that apply to a specific Service, you may not copy, modify, distribute, download, display, transfer, post, or transmit any portion of the Member Program or any Service,

or any related content (other than your Personal Data as defined above) in any form without Janie Appleseed's prior written permission in each instance. In addition, you may not decompile, disassemble or reverse engineer any portion of the Member Program or any Service, or any related applications or software. The following activities are also expressly prohibited without Janie Appleseed's prior written permission in each instance: (a) any non-personal or commercial use of the Website, Member Program or any Service; (b) use of any robot, spider, other automatic device, or manual process to monitor or copy the Website, Member Program, a Service or any related content; (c) "mirroring" the Website, Member Program, a Service or any related content on any other server; (d) creating any derivative work of a Service or any associated software or applications; (e) use of the Website, Member Program, a Service or any portion thereof for application development purposes; or (g) any action that imposes an unreasonable or disproportionately large load on the Website, Member Program or a Service, or any website, servers or systems used to provide the Website, Member Program or any Service or that otherwise interferes with the proper functioning of the Website, Member Program or any Service.

5. Website and Member Program Available in the United States Only.

We control and operate the Website and Member Program from the United States of America. We do not represent that the Website, Member Program, any Service or related content are appropriate or available for use in other locations. If you choose to access the Website or Member Program from other locations, you do so at your sole risk, and you are solely responsible for compliance with all applicable laws, including the local laws of your jurisdiction.

6. Posting and Transmitting to the Website and Member Program.

- a. Personal Data. You are solely responsible for the accuracy and completeness of any Personal Data (as defined above) transmitted or modified by you through the Website, Member Program or any Service. Janie Appleseed will not modify your Personal Data unless expressly authorized by you to do so. You hereby grant Janie Appleseed and its third-party service providers a non-exclusive license to receive, transmit and store your Personal Data as reasonably necessary to provide the Website, Member Program and any Service to which you subscribe.
- b. Postings to the Website or Member Program. By sending information or content to Janie Appleseed through the Website or Member Program (including by transmitting, posting, or otherwise) that is not Personal Data, you agree that Janie Appleseed may use that information and content in any way, for any purpose, including Janie Appleseed's own commercial purposes. You may not post or transmit any threatening, defamatory, sexually graphic, inflammatory, profane, or other inappropriate or illegal material. Janie Appleseed reserves the right to edit or remove any post or transmission that, in its sole judgment, is not appropriate.

7. Accuracy of Information and Disclaimer of Warranty.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE WEBSITE, MEMBER PROGRAM AND EACH SERVICE ARE PROVIDED "AS-IS" AND WE AND OUR LICENSORS AND SERVICE PROVIDERS EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUSES, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR TRADE. TO THE EXTENT APPLICABLE LAWS PROHIBIT TERMS OF USE OR CLICK-WRAP AGREEMENTS FROM DISCLAIMING ANY IMPLIED WARRANTY, THE APPLICABLE IMPLIED WARRANTY SHALL BE LIMITED TO THE MINIMUM WARRANTY AND WARRANTY PERIOD REQUIRED BY LAW. WE CANNOT GUARANTEE AND DO NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE WEBSITE, MEMBER PROGRAM OR ANY SERVICE. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE WEBSITE, MEMBER PROGRAM OR ANY SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

8. Limitation of Liability.

IN NO EVENT WILL WE OR OUR LICENSORS OR SERVICE PROVIDERS BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF DATA, ARISING OUT OF YOUR USE, OR INABILITY TO USE, THE WEBSITE, MEMBER PROGRAM OR ANY SERVICE, EVEN IF WE OR OUR LICENSORS OR SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE TYPES OF DAMAGES. UNDER NO CIRCUMSTANCES SHALL JANIE APPLESEED OR ITS LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY CLAIM FOR DIRECT OR OTHER DAMAGES IN EXCESS OF THE AMOUNT PAID BY YOU FOR USE OF ANY SERVICE DURING THE SIX (6) MONTH PERIOD PRECEDING THE CLAIM, OF IF NO FEES WERE PAID BY YOU DURING SUCH PERIOD, THE SUM OF \$100. THE FOREGOING LIMITATION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

9. Links to Third Party Websites.

Janie Appleseed does not review or control third party websites, content or resources ("Resources") that link to or from the Website, Member Program or any Service. Janie Appleseed is not responsible for their content, and does not represent that their content is accurate or appropriate. You acknowledge and agree that we have no control over and are not responsible for the availability of these Resources, and we do not endorse any advertising, products or other materials on or available from these Resources. Because we cannot control the activities of these Resources, we cannot accept responsibility for any use of your Personal Data or information by these Resources, and we cannot guarantee that they will adhere to the same privacy and security practices as us. If you visit or link to a Resource, you should consult that Resource's terms and

conditions and privacy policy before providing any Personal Data or information. Your use of any such third-party website is at your discretion and at your sole risk.

10. Ownership.

We and our licensors and service providers retain exclusive ownership of the Website, Member Program, each Service and all related content, information, software and systems provided or made available through the Website, Member Program and each Service (other than your Personal Data).

11. Release.

In the event that you have a dispute with one or more other members or users of the Website, Member Program or a Service, you hereby release us, our affiliates, contractors and their parent, subsidiary and affiliated entities, and ours and their shareholders, directors, officers, employees, representatives, agents, successors and assigns from any and all claims, demands, damages (actual and consequential), losses and liabilities of every kind or nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to these disputes. If you are a California resident, you waive California Civil Code Section 1542, which says in part: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.”

12. Suspension.

We reserve the right without liability to suspend or restrict your Member Account and/or any Service Account, or your access to or use of the Website, Member Program or any Service if we believe that you have violated or acted inconsistently with the letter or spirit of this Agreement. We also reserve the right to suspend the Website, Member Program or any Service, or any portion of the Website, Member Program or any Service, if we believe such suspension may be necessary or prudent to comply with applicable law or to protect the Website, Member Program or any Service, or any Personal Data or related networks or systems. We will use commercially reasonable to give you prior notice of any such suspension to the extent practical and if permitted by law. All decisions regarding suspension of your access to the Website, Member Program or a Service, or your Member Account or any Service Account, shall be made by us in our discretion.

13. Termination and Discontinuation.

You may terminate your membership in the Janie Appleseed Member Program or any Service at any time by sending notice of such cancellation to Canellations@JanieAppleed.org. In addition, we may terminate this Agreement, your Member Account and any Service Account if you violate any of the terms or conditions of this Agreement. In addition, we may discontinue providing any portion of the Website, Member Program or any Service at any time. All decisions regarding the termination of this Agreement, your Member Account and any Service Account shall be made by us in our discretion. We are not required, and may be prohibited, from disclosing to you the reason for termination of this Agreement, your Member Account or any Service Account. Upon termination of this Agreement for any reason, those provisions which, by their nature survive

termination (including, but not limited to, Sections 1, 2(c), 5, 6, 7, 8, 9, 10, 11, 13, 15, 16, 17, 19, 20, and 21 shall survive termination in accordance with their respective terms.

14. Notices.

By providing us your email address you consent to us using your email address to send you member and service-related notices. We may also use your email address to send you other messages, such as changes to features of the Website, Member Program or a Service and special offers. If you do not want to receive these email messages, you may opt out by using the unsubscribe option in the applicable email. Opting out may prevent you from receiving email messages regarding updates, improvements or offers with respect to the Service.

Except as explicitly stated otherwise, legal and other notices (including but not limited to notices of legal proceedings) shall be delivered to us by U.S. mail at Janie Appleseed Network, 40 Happy Valley Road, Westerly, Rhode Island 02891, Attention: Managing Director, or to you at the email address you provided us (a) at the time you registered; (b) through a subsequent notice of an address change; or (c) through a posting through the Service or Website. Physical notices shall be effective when received. An email notice will be deemed to be received 24 hours after email is sent. In addition, we may provide notice by certified mail, postage prepaid and return receipt requested. In these situations, notice shall be deemed given when received.

15. Force Majeure.

Neither we nor our licensors or service providers shall be responsible or liable for any delay or failure in performance hereunder caused by acts of God (or natural disasters), terrorism, strikes, embargoes, fires, war, or any other cause beyond our reasonable control.

16. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island, conflict of laws principles excluded. You agree to bring any action to enforce this Agreement in the federal or state courts located in Providence, Rhode Island. You consent to the exclusive jurisdiction of the federal or state courts located in Providence, Rhode Island with respect to any claim arising out of this Agreement.

17. No Waiver.

No delay or failure by us to take any action under this Agreement will be a waiver by us of any provision of this Agreement.

18. Enforceability.

If any provision of this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect.

19. Assignment; Binding Effect.

This Agreement is personal to you and may not be transferred, assigned or delegated by you to any other person or entity. Any attempt by you to assign, transfer or delegate this Agreement shall

be null and void. This Agreement will bind and inure to the benefit of each party's permitted successors and permitted assigns.

20. Entire Agreement.

This Agreement set forth the complete and exclusive agreement between us and you with respect to the subject matter of this Agreement.

21. Third Party Beneficiaries.

Except for our licensors and service providers, who shall be third party beneficiaries of this Agreement, this Agreement is between us and you and there are no other third party beneficiaries of this Agreement.

22. Questions.

If you have questions about the Member Program or Janie Appleseed's Privacy Policy or our practices, please contact PrivacyOfficer@JanieAppleseed.org, or send mail to:

Janie Appleseed Network
40 Happy Valley Road
Westerly, Rhode Island 02891

Attention: Privacy Officer