TERMS AND CONDITIONS

Welcome to the United Way website, operated by United Way of Midland County ("United Way", "we", and/or "us") and located at http://www.unitedwaymidland.org (the "Site"). The following terms and conditions ("Terms") govern your use of this Site. By accessing, viewing, or using the content, material, or services available on or through this Site, you indicate that you have read and understand these Terms, that you agree to them and intend to be legally bound by them. If you do not agree to these Terms, or if you are under 16 years of age, you are not granted permission to use this Site and must exit immediately.

1. Informational Purposes Only.

The information on this Site is for informational purposes only. Without limiting anything else in these Terms or otherwise, United Way is not responsible for any errors or omissions in the Site or Site Materials, as defined in Section 3 of these Terms and Conditions.

2. Registration.

In order to access certain content, services, products or benefits on the Site, you may be asked to register and create an account. As part of the registration process, you must click to agree to these Terms, and may then be asked to select a username and password. You may also be required to provide United Way with certain information about yourself including some types of personally identifying information such as your email and your address. You are fully responsible for your account, including use of the account by any third party, and maintaining the confidentiality of your password. You may terminate your account at any time by contacting us by email privacy@unitedwaymidland.org.

3. Proprietary Rights.

As between you and United Way, United Way owns or licenses all data, content, graphics, forms, artwork, images, photographs, functional components and any software concepts and documentation and other material on, in or made available through the Site ("Site Materials"), as well as the selection, coordination, arrangement, and organization and enhancement of the Site Materials. All Site Materials are protected pursuant to copyright, trademark, patent and other applicable laws. You agree not to remove or alter any copyright notice or any other proprietary notice on any Site Materials. As between any user and United Way, all names, trademarks, service marks, certification marks, symbols, slogans or logos appearing on the Site are proprietary to United Way or its affiliates, licensors, or suppliers. Use or misuse of these trademarks is expressly prohibited and may violate federal and state trademark law. Under no circumstances will you have any rights of any kind in or to the Site Materials, other than the right to use the Site Materials in accordance with these Terms.

4. Unauthorized Activities.

You agree that you will not use the Site for (a) any illegal or unauthorized purposes that violate any local, national, or international laws (including but not limited to import, export, copyright, and trademark laws); (b) modifying, copying, distributing, displaying, performing, reproducing, publishing, licensing, creating derivative works from, transferring, selling any of the Site Materials, unless otherwise authorized by these Terms or in a separate written agreement with United Way; (c) attempting to gain unauthorized access to United Way's computer system or engaging in any activity that interferes with the performance of, or impairs the functionality of the Site or any services provided through the Site; or (d) removing, circumventing, disabling, damaging or otherwise interfering in any way with any security-related features of the Site aimed at preventing or restricting the unauthorized use of the Site or any of the Site Materials. You may use the Site and the Site Materials consistently with Section 3 of these Terms. Any other use of the Site or Site Materials, including but not limited to the aforementioned unauthorized uses, without prior written permission of United Way is strictly prohibited. You acknowledge and agree that the unauthorized use of the Site or the Site Materials could cause irreparable harm to United Way and that in the event of such unauthorized use, United Way shall be entitled to an injunction in addition to any other remedies available at law or in equity.

5. Materials Submitted to the Site.

Certain features of the Site may allow you to contribute comments, feedback, information, content, text, files, graphics, postings, and other materials and information for access, use, viewing and commentary by other users to the Site ("User Content"). By posting User Content, you represent that you have the full legal right to provide the User Content and that use of the User Content by the Site and all other persons and entities will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of your failure to obtain consent to post personally identifying or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement; or (c) constitute disclosure of any confidential information owned by any third party. Upon your submission of User Content or other material or information to United Way, you grant United Way a worldwide, perpetual, irrevocable, transferable, license to access, use, distribute, reproduce, display, modify, create derivative works based upon, and sublicense, the User Content, all without any compensation to you whatsoever. If you believe that any content or postings on the Site violate your intellectual property or other rights, please follow our Complaint Procedure in Section 12 of these Terms.

6. Third Party Web Sites and Content.

The Site is available for informational purposes only. The Site may contain links to other Internet Web sites for the convenience of users in locating information, products, or services that may be of interest. Use of such third party links, the Site and the Site Materials and any other material or content on and made available through the Site is entirely at your own risk. United Way does not recommend and expressly disclaims any responsibility for the content, the accuracy of the information, or quality of products or services provided by or advertised on third party sites or the transactions you conduct or enter into with third parties. Your use of any third party's website is at your own risk, and subject to the terms and conditions of such other websites. United Way does not endorse any product, service, or treatment provided on a third party website or advertised or provided on the Site.

7. Privacy Policy.

Any Personal Information that you provide to United Way on the Site is subject to our Privacy Policy. For more information, click here to view the Privacy Policy, which is incorporated into these Terms by reference, as if set forth fully herein. Please be advised that the confidentiality of any communication or material transmitted to United Way via the Site or Internet electronic mail cannot be guaranteed, including, for example, Personal Information such as your address or name.

8. Disclaimer.

United Way, its subsidiaries, and affiliates, are not responsible for and do not guarantee the accuracy or completeness of any Site Materials, User Content, products, data, services, links, advertisements or other items contained within the Site. United Way reserves the right to immediately remove any Site Materials or User Content for any reason or for no reason. United Way cannot and does not review all communications or products made available on or through the Site, but, although not obligated to, may review, verify, make changes to or remove any User Content, Site Materials, the Site or the products or services made available in connection with the Site, including information submitted in connection with the Site Materials or other features at any time, with or without notice in its sole discretion. You agree that you must evaluate and bear all risks associated with the use of Site Materials or User Content and that you may not rely on such Site Materials or User Content.

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9. LIMITATION of Liability.

UNITED WAY AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, EXTRA-CONTRACTUAL, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING LOST REVENUES OR LOST PROFITS, WHICH MAY OR DOES RESULT FROM THE USE OF, ACCESS TO, OR INABILITY TO USE THE SITE, THE USER CONTENT, THE SITE MATERIALS, SERVICES, PRODUCTS, DATA AND OTHER MATERIALS ON, IN AND MADE AVAILABLE THROUGH THE SITE, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT YOU OR UNITEDWAY HAD BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDIES OTHERWISE AVAILABLE FAIL OF THEIR ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF UNITED WAY AND ITS LICENSORS TO YOU OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH, BASED UPON, OR ARISING FROM THE SITE, USER CONTENT, THE SITE MATERIALS ON, IN AND MADE AVAILABLE THROUGH THE SITE, OR THE SERVICES, PRODUCTS, DATA OR OTHER MATERIALS OFFERED IN CONNECTION THEREWITH EXCEED THE PRICE PAID BY YOU DURING THE PRECEDING YEAR FOR USE OF THE SITE AND THE SERVICES AND PRODUCTS. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE TOTAL LIABILITY OF UNITED WAY AND ITS LICENSORS SHALL NOT EXCEED TEN DOLLARS ($10). If you are dissatisfied with the Site or with any of these Terms, or feel United Way has breached these Terms, your sole and exclusive remedy is to discontinue using the Site.

10. Indemnification.

You shall indemnify United Way and its directors, officers, employees, agents, contractors and licensors ("United Way Indemnitees") against all claims, actions, suits, and other proceedings ("Claims") arising out of or incurred in connection with the Site and your use of the Site, the Site Materials or any services, product or data obtained through the Site, your fraud, violation of law, negligence, willful misconduct, or any other use of the Site, the User Content, the Site Materials, the services, products, information and other materials on, in and made available through the Site, except to the extent attributable to United Way, or any breach by you of these Terms and shall indemnify and hold United Way Indemnitees harmless from and against all judgments, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and attorneys' disbursements) arising out of or incurred in connection with such Claims. You may not settle any Claim without the prior written consent of United Way. United Way or its licensors may assume the defense of any Claim, at your sole cost and expense, and you shall cooperate in all reasonable respects in such defense. You shall have the right to employ separate counsel in any Claim and to participate in the defense thereof. If United Way or its licensors do not notify you that it elects to undertake the defense thereof, you shall have the right to defend the Claim with counsel reasonably acceptable to United Way subject to the right of United Way to assume, at their sole cost and expense, the defense of any Claim at any time prior to the settlement or final determination thereof.

11. Internet Security.

United Way uses reasonable efforts to ensure that the Site is generally available. However, there will be occasions when access to the Site will be interrupted or unavailable. United Way will use reasonable efforts to minimize such disruption where it is within its reasonable control. You agree that United Way shall not be liable to you for any modification, suspension or discontinuance of the Site. You understand that the technical processing and transmission of any Site content may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Please be advised that we do not guarantee that any information sent from our Site will be secure during transmission, nor can we guarantee the confidentiality of any communication or material transmitted to United Way via the Site or the Internet, including, for example, Personal Information such as your name or address.

12. Complaint Procedures.

If you believe that any content or postings on this Site violates your intellectual property or other rights, please notify United Way by email at privacy@unitedwaymidland.org with a comprehensive detailed message setting forth the following information: (a) your name and the name of your company, if any; (b) your contact information, including your email address; (c) the nature and substance of your complaint, the specific rights at issue, and your basis for making the complaint, including the content or posting that is objectionable; and (d) the following statement: "The statements, representations, and assertions made in this message are true, complete, and accurate and I have the full legal authority to make each and every such statement, representation, and assertion and to make and be granted any demand made in this message."

13. Changes to these Terms; Termination.

United Way reserves the right at any time to modify, alter or update these Terms. Your use of the Site following any changes means that you agree to follow and be bound by the terms as changed. Any change to these Terms shall be effective as to any visitor who has visited the Site before the change was made. It is the obligation of users visiting the Site before the change to learn of changes to the Terms since their last visit. United Way may suspend or terminate your account and/or your ability to use the Site, or any services on the Site, for failure to comply with these Terms, for providing United Way with untrue or inaccurate information about yourself, for infringement upon United Way proprietary rights, or for any other reason whatsoever or for no reason.

14. Governing Law and Jurisdiction.

These Terms represent the entire agreement between you and United Way with respect to the subject matter hereof, and supersede any and all prior and contemporaneous written and oral representations, understandings, and agreements, express and implied, and will be governed by and construed in accordance with the laws of the State of Michigan. By accessing, viewing, or using the services, works, content, or materials on the Site, you consent and agree to (a) the exclusive jurisdiction of the federal and state courts located in the State of Michigan; (b) accept service of process by personal delivery or mail; and (c) irrevocably waive the right to trial by jury and any jurisdictional and venue defenses otherwise available.

15. Miscellaneous.

The Site is controlled and operated from within the United States. Without limiting anything else, United Way makes no representation that the Site, Site Materials, User Content, services, products, information or other materials available on, in, or through the Site is appropriate or available for use in other locations, and access to them from territories where they are illegal is prohibited. Those who choose to access the Site from other locations do so on their own volition and are responsible for compliance with applicable laws. The waiver or failure of United Way to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any of other rights established under these Terms. Headings used in these Terms are for reference only and shall not affect the interpretation of these Terms. No person or entity not party to this agreement will be deemed to be a third party beneficiary of these Terms or any provision hereof. When used herein, the words “includes” and “including” and their syntactical variations shall be deemed followed by the words “without limitation.”

APPROVED BY BOARD OF DIRECTORS | 8.22.25