

## WEBSITE TERMS AND CONDITIONS OF USE

This Terms and Conditions of Use Agreement (the "**Agreement**") is made by and between Feeding Children Everywhere, Inc., a Florida not-for-profit corporation doing business as U.S. Hunger, and its affiliates (collectively, "**U.S. Hunger**") and you the user ("**you**", "**your**" or "**User**"). BY CLICKING THE "I AGREE" BUTTON BELOW OR BY ACCESSING, VISITING, BROWSING, USING OR ATTEMPTING TO INTERACT WITH OR USE ANY PART OF THE SITE, OR ANY U.S. HUNGER SERVICES OR CONTENT (COLLECTIVELY "**SERVICE**"), YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE. THE MOST CURRENT VERSION OF THE TERMS AND CONDITIONS OF USE, WHICH SUPERSEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED BY GOING TO [USHUNGER.ORG/TERMS](https://USHUNGER.ORG/TERMS), AND U.S. HUNGER RESERVES THE RIGHT TO CHANGE THE TERMS OF USE AT ANY TIME AND WITHOUT NOTICE TO YOU.

1. **Agreement.** This Agreement specifies U.S. Hunger's terms and conditions for access to and use of its website ([ushunger.org](https://ushunger.org)) and the associated domains thereof (the "**Site**") and describe the terms and conditions applicable to your access of and use of the Site. This Agreement may be modified at any time by U.S. Hunger upon posting of the modified Agreement. Any such modifications shall be effective immediately. Each use by you shall constitute and be deemed your unconditional acceptance of this Agreement.
2. **Privacy.** Your visit to our Site is also governed by our Privacy Policy. Please review our Privacy Policy at [UShunger.org/privacy](https://UShunger.org/privacy).
3. **Ownership.** You acknowledge and agree that the Services provided by U.S. Hunger and any necessary software used in connection with any Service ("**Software**") contain proprietary and confidential information that is the property of U.S. Hunger and its licensors and is protected by applicable intellectual property and other laws. No rights or title of to any of the Software used in connection with any Service is provided, transferred or assigned to you. You further acknowledge and agree that content contained in advertisements or information presented to you through any Service or advertisers is protected by copyright, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by U.S. Hunger or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or Software, in whole or in part.
4. **Intended Audience.** This website is intended for adults only. This website is not intended for any children under the age of 13.
5. **Trademarks.** Trademarks, service marks, logos, and copyrighted works appearing in this Site are the property of U.S. Hunger or the party that provided such intellectual property to U.S. Hunger. U.S. Hunger and any party that provides intellectual property to U.S. Hunger retain all rights with respect to any of their respective intellectual property appearing in this website, and no rights in such materials are transferred or assigned to you.

- 6. Site Use.** U.S. Hunger is for your personal and non-commercial use, unless otherwise specified by a written agreement. You may not use any service provided by the Site for any other purpose, including any commercial purpose, without the prior express written permission of an authorized representative of U.S. Hunger. You may not modify, copy, distribute, display, send, perform, reproduce, publish, license, create derivative works from, transfer, sell or otherwise infringe on any intellectual property rights related to any information, content, software, products, or services obtained from or otherwise connected to this website.
- 7. Compliance with Laws.** You must abide by all Federal, State and local laws. If you are outside the United States you must comply with all local laws with respect to your online conduct, as well as the export of data to the United States or to your country or residence.
- 8. Indemnification.** You agree to indemnify, defend and hold U.S. Hunger and our partners, employees, and affiliates, harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.
- 9. Disclaimer.** THE INFORMATION ON THIS SITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. YOU AGREE THAT USE OF THIS SITE IS AT YOUR SOLE RISK. U.S. HUNGER DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE SITE SHALL BE TO DISCONTINUE USING THE SITE.
- 10. Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL U.S. HUNGER OR ITS AFFILIATES BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE SITE, YOUR SITE USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR CONTENT IS TO CEASE ALL OF YOUR SITE USE.

You may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to you.
- 11. Use of Information.** U.S. Hunger reserves the right, and you authorize us, to use and assign all information regarding site uses by you and all information provided by you in any manner consistent with our Privacy Policy.

**12. Copyrights.** If you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please provide a notice containing all of the following information to us:

- (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (b) A description of the copyrighted work that you claim has been infringed;
- (c) A description of where the material that you claim is infringing is located on the Site;
- (d) Your address, telephone number, and email address;
- (e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

For notice of claims of copyright infringement on the Site, please contact us at following:

By Mail: Feeding Children Everywhere, Inc. d/b/a U.S. Hunger  
830 S Ronald Reagan, #142  
Longwood, FL 32750

By Email: [copyright@ushunger.org](mailto:copyright@ushunger.org)

**13. Applicable Law.** You agree that the laws of the state of Florida, without regard to conflicts of laws provisions will govern this Agreement and any dispute that may arise between you and U.S. Hunger or its affiliates.

**14. Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**15. Waiver.** The failure of U.S. Hunger to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by U.S. Hunger must be in writing and signed by an authorized representative of U.S. Hunger.

**16. Termination.** U.S. Hunger may terminate this Agreement at any time, with or without notice, for any reason.

**17. Relationship of the Parties.** Nothing contained in this Agreement or your use of the Site shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation

of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions.

**18. Entire Agreement.** This Agreement constitutes the entire agreement between you and U.S. Hunger and governs the terms and conditions of your use of the Site, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and U.S. Hunger with respect to this Site. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the Site. U.S. Hunger may revise this Agreement at any time by updating this Agreement and posting it on the Site. Accordingly, you should visit the Site and review the Terms and Conditions of Use periodically to determine if any changes have been made. Your continued use of this website after any changes have been made to the Terms and Conditions of Use signifies and confirms your acceptance of any such changes or amendments to the Terms and Conditions of Use.

**19. Contact Information.**

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830 S Ronald Reagan, #142  
Longwood, FL 32750  
support@ushunger.org