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If you enter into any other agreement with TimeBank, for example a participation agreement for use of the TimeBank platform and resources, then these Terms are in addition to the terms of such other agreement and in the event of any conflict, the terms of the other agreement control.

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The TimeBank Websites may allow you to register by providing a user name/email address and password (“User ID”). These are your credentials for accessing portions of the TimeBank Websites. You are responsible for protecting your User ID. If your User ID or other activation codes you use with the TimeBank Websites are compromised, you agree to immediately inform us.

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All rights, title and interest in and to the TimeBank Websites, including the Content, and all intellectual property rights, including all copyright, trademark, patent and trade secret rights therein shall remain with TimeBank and our licensors and vendors, and no ownership interest is transferred to you or any other entity by virtue of making the Content available on the TimeBank Websites. Some TimeBank Websites operated by the TimeBank may include

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Restrictions on Use of TimeBank's Websites

You agree to comply with all applicable laws and regulations while using our TimeBank Websites or the Content.

You represent and warrant that you are at least 18 years of age, and that, if you are between 18 and the age of majority in your state and otherwise not emancipated, a parent and/or guardian agrees to these Terms on your behalf.

You agree that we may take any actions permitted or required by law (including the suspension or termination of your account or your access to the TimeBank Websites) if we believe, in our sole discretion, that you are engaging in activities that violate these provisions and/or these Terms.

You agree:

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- not to modify, copy, adapt, publish or create derivative works or improvements of the Content or other information or materials from the TimeBank Websites;
- not to introduce viruses or programs that interrupt, destroy, or limit the functionality of any computer software or hardware;
- not to attempt to disassemble or reverse engineer any of the software used to provide the TimeBank Websites.
- not to upload any materials, including pictures, which violate the TimeBank code of conduct.

- not to use the TimeBank Websites or Content for any unlawful purpose, or in violation of any national or international law, statute, decree, rule or regulation;
- not to sublicense, resell, lease, transfer or otherwise distribute or grant access to the TimeBank Websites to any other person;
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- not to use the TimeBank Websites or the Content in any abusive way, as determined in the TimeBank' sole discretion.

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Any content you submit will be routed through the Internet and you understand and acknowledge that you have no expectation of privacy with regard to any content you submit.

During your use of the TimeBank Websites, you may provide to TimeBank certain information in connection with the Services (“Input Data”). By providing this Input Data in connection with your use of the TimeBank Websites, you represent and warrant that you have all rights, consents and licenses necessary to transmit and provide access to such Input Data to TimeBank and to permit TimeBank to use such Input Data as contemplated herein, including in connection with the provision of the Services by or on behalf of TimeBank and that use of the Input Data by TimeBank as contemplated herein does not and will not infringe, misappropriate, or otherwise violate any intellectual property rights or any privacy or other rights of any third party, or violate any applicable law.

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You may provide suggestions, comments, and feedback to TimeBank regarding the TimeBank Websites and the Services, including but not limited to, usability, feature requests or enhancement, content, performance, operation, output, bug reports and test results (the “Feedback”). You agree that TimeBank may use, disclose, reproduce, analyze and otherwise exploit the Feedback for any lawful purpose, including to improve and develop the TimeBank Websites and the Services, without any obligation to you.

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While visiting our TimeBank Websites you may click on a link to other online websites, mobile websites, platforms, services, and applications and leave our TimeBank Websites. We do not endorse, and are not responsible for, the content and accuracy of linked online websites, mobile websites, platforms, services, and applications operated by third parties or for any actions with such third parties.

Termination

We may cancel, suspend or block your use of the TimeBank Websites and/or registration at any time, without cause and/or without notice.

Agreement to be Bound by Electronic Signature

Your affirmative act of using the TimeBank Websites, or registering for membership, constitutes your electronic signature to these Terms and your consent to enter into agreements with us electronically.

Rules of Conduct

In all of your interactions with TimeBank, you must agree not to engage in behavior or post images that:

- contain personal health information, financial and/or other private information of any person or entity;
- are abusive, harassing, insulting, threatening, violent, defamatory, obscene or vulgar in tone or language;
- are fraudulent, deceptive, illegal, or misleading;
- are commercial in nature or that solicit donations;
- are discriminatory against any race/ethnicity, religion, gender, sexual orientation, nationality, or political belief;
- contain viruses, worms or corrupted files; or
- include link baiting (embedding a link in your post to draw traffic to your own site).

Additional Terms

Accuracy of Information Provided

We may use a number of different sources (such as information provided by you or information we obtain from other data sources available to us) to display information that we believe may be relevant to you or your search query.

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- b. the functions, features, or any other elements on, or made accessible through, the Services;
- c. any products, services, or instructions offered or referenced at or linked through the Services;
- d. security associated with the transmission of your data transmitted to TimeBank or via the Services;
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- f. whether the information (including any instructions) on the Services is accurate, complete, correct, adequate, useful, timely, or reliable;

- g. whether any defects to or errors on the Services will be repaired or corrected;
- h. whether your access to the Services will be uninterrupted;
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- c. any action taken in connection with an investigation by the TimeBank or law enforcement authorities regarding your access to or use of the Services;
- d. any action taken in connection with copyright or other intellectual property owners or other rights owners;
- e. any errors or omissions in the Services' technical operation; or
- f. any damage to any user's computer, hardware, software, modem, or other equipment or technology, including damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line, or network failure or any other technical or other

malfunction, including losses or damages in the form of lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or equipment failure or malfunction.

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Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages of the sort that are described above, so the above limitation or exclusion may not apply to you.

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Online Accessibility Statement

TimeBank is committed to providing a website that is accessible to the widest possible audience. To meet this commitment, TimeBank has adopted the Web Content Accessibility Guidelines (WCAG) 2.0AA as our corporate standard.

Conformance with these guidelines will help make the web more user friendly for all people.

If you would like additional assistance or have any accessibility concerns, please contact us at TimeBank@healthfirst.org.