

The Grant Halliburton Foundation Terms of Use

Last modified February 2013

The www.granthalliburton.org website (the "Site") is owned and operated by The Grant Halliburton Foundation ("We," "Us" or "Our"). Your use and access of the Site is expressly conditioned on your acceptance of the following terms and conditions (this "Agreement"). "You" or "Your" means the person, company or other legal entity that is accepting this Agreement.

1. Terms

- 1.1 This Agreement sets forth the legally binding terms for Your use of the Site and any features, content, or applications offered from time to time by Us in connection with the Site (the "Services"). By using the Services, You agree to be bound by this Agreement.
- 1.2 If You wish to become a donor ("Donor"), You must indicate Your acceptance of this agreement before completing the donation process.
- 1.3 We may modify this Agreement from time to time, and such modifications shall be effective upon posting by Us to the Site. If We make any substantial changes, We will attempt to notify affected Donors by sending an e-mail to registered e-mail addresses. It is therefore important that You review this Agreement regularly to ensure You are updated as to any changes. Your continued use of the Site after any changes in this Agreement constitutes Your approval of the terms of use agreement then in effect.
- 1.4 You agree that Your donations under this Agreement are not contingent on the delivery of any future functionality or features from Us. We reserve the right, in Our sole discretion, to reject, restrict, suspend, or terminate Your access to all or any part of the Services at any time, for any or no reason, with or without prior notice, and without any liability whatsoever.
- 1.5 The Site Content (as defined below) is for informational purposes only. The Site Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your qualified mental health provider with any questions you may have regarding a medical condition. We do not recommend or endorse any specific tests, mental health providers, products, procedures, opinions, or other information that may be mentioned on the Site. Reliance on any information provided by Us or the Site is solely at your own risk.

2. General Responsibilities

- 2.1 You shall: (i) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data; (ii) use reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any

such unauthorized access or use; and (iii) use the Services only in accordance with applicable laws and government regulations.

- 2.2 You shall not: (i) make the Services available to anyone other than Yourself; (ii) sell, resell, rent or lease the Services; (iii) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (iv) interfere with or disrupt the integrity or performance of the Services or data contained therein; or (v) attempt to gain unauthorized access to the Services, related systems or networks.

3. License to Use

- 3.1 “Site Content” means all information, data, text, software, music, sound, photographs, graphics, video, messages or other material that are displayed, used, or otherwise incorporated into the Site. We grant You a personal, non-exclusive, non-transferable license to access and use the Site Content for Your personal, informational, non-commercial use.

- 3.2 You may not: (i) remove any trademarks, copyright notices, or any other notice contained in any Site Content; (ii) reproduce, download (other than page caching), modify, publish, distribute, transmit, disseminate, broadcast, transfer, license, sell, rent, lease, adapt, create derivative works based upon, publicly display or perform, or in any way exploit any Site Content; (iii) frame or utilize framing techniques to enclose any Site Content; (iv) disassemble, decompile or reverse engineer any of the Site Content; (v) attempt to hack any portion of the Site, or to defeat or overcome any encryption technology or security measures implemented by Us; (vi) interfere with or disrupt the operation of the Site or the servers or networks connected to, or operated in connection with, the Site; (vii) violate any applicable local, state, national or international law; or (viii) make any request to transactional servers more than once during any three-second interval.

4. Eligibility. Being a Donor or using the Services is void where prohibited by law. By using the Services, You represent and warrant that: (i) all information You submit is truthful and accurate; (ii) You will maintain the accuracy of such information; and (iii) You are 18 years of age or older. Your Data may be deleted without warning if We believe that You are under 18 years of age.

5. Term. This Agreement shall remain in full force and effect while You use the Services or are a Donor. We may terminate this Agreement at any time. Without limiting the foregoing, We shall have the right to immediately terminate or suspend access in the event of any conduct by a user that We, in Our sole discretion, consider to be unacceptable, or in the event of a breach of this Agreement. The provisions of Sections 2-7 and 9-15 will survive termination of this Agreement.

6. Donations

- 6.1 The Site works with Greater Giving to process donations made using a credit or debit card. Greater Giving currently charges a fee of 3.45 percent plus \$0.35 per transaction. All fees are deducted from each donation automatically. We are not affiliated with Greater Giving except as a payment processor, and Greater Giving fees are subject to change without notice.
- 6.2 We are solely responsible for the spending of donations. Once paid by Donor, all donations (after payment card processor charges) become Our property. Donor will not hold Us liable for donations spent contrary to Donor's wishes.
- 6.3 We reserve the right, at Our sole discretion, to refuse or cancel any donation for any reason. We may also require additional verifications or information before accepting any donation. We will contact You if all or any portion of Your donation is canceled or if additional information is required to accept Your donation. All payment information provided must be truthful and accurate. Providing any untruthful or inaccurate payment information may constitute a breach of this Agreement. By confirming Your donation at the end of the checkout process, You agree to pay as described. You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement.
7. Taxes. Unless otherwise stated, donations do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your donations.
8. Your Data. As between Us and You, You exclusively own all right, title and interest in and to all of Your Data. We shall have no obligation to maintain or provide any of Your Data and may, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control. You hereby expressly grant Us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use, store, maintain and distribute Your Data.
9. Copyright Policy. All Site Content is owned by Us. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Site Content without Our written permission. All trademarks on the Site, including Our logos, are owned exclusively by Us. No license or grant of any rights, express or implied, are granted in or to Our trademarks. The privileges of any Donor may be terminated upon discovery of unauthorized use of copyrighted material.
10. Privacy. Use of the Services is also governed by Our Privacy Policy, which is available at [Link: Privacy Policy].
11. Disclaimers

- 11.1 Site Content may contain links to other Sites. We are not responsible for the content, accuracy or opinions expressed on such Sites, and such Sites are in no way investigated, monitored or checked for accuracy or completeness by Us. Inclusion of any links on the Services does not imply approval or endorsement of the linked website by Us. When You access these third-party sites, You do so at Your own risk.
- 11.2 We are not responsible for any failures on the part of Our third-party payment processors, including Greater Giving.
- 11.3 We are not responsible for any problems or technical malfunction of any electronic network or lines, servers, software, or failure of transmission as a result of technical problems or traffic congestion on the Internet or on any of the Services, including any injury or damage to any person's computer resulting from participation or downloading materials in connection with the Services. Under no circumstances shall We be responsible for any loss or damage, including personal injury or death, resulting from use of the Services, from any Site Content, or from the conduct of any users of the Services, whether online or offline.
- 11.4 The Services are provided "AS-IS" and as available, and We expressly disclaim any warranty of fitness for a particular purpose or non-infringement. We cannot guarantee and do not promise any specific results from use of the Services.
12. Limitation on Liability. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT PAID, IF ANY, BY YOU TO US.
13. Settlement of Disputes. IF THERE IS ANY DISPUTE ABOUT OR INVOLVING THE SERVICES, YOU AGREE THAT THE DISPUTE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, USA, WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS AND YOU AGREE TO EXCLUSIVE PERSONAL JURISDICTION AND VENUE IN THE STATE AND FEDERAL COURTS OF THE UNITED STATES LOCATED IN THE STATE OF TEXAS. Either We or You may demand that any dispute between Us and You about or involving the Services be settled by arbitration utilizing the dispute resolution procedures of the American Arbitration Association (AAA) provided that the foregoing shall not prevent Us from seeking injunctive relief in a court of competent jurisdiction.
14. Indemnity. You agree to indemnify and hold Us, Our subsidiaries and affiliates, and Our respective officers, agents, partners and employees, harmless from any claim, including reasonable attorneys' fees, made by any third party due to or arising out of Your use of the Services in violation of this Agreement, or that Your Data, or Your use of the Services

in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law.

15. Other

15.1 This Agreement constitutes the entire agreement between You and Us regarding the use of the Services. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision.

15.2 “The Grant Halliburton Foundation” and the Grant Halliburton Foundation logo are trademarks of The Grant Halliburton Foundation.

15.3 This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

15.4 Contact us at mail@granthalliburton.org with any questions regarding this Agreement.