

hOurworld.org

TERMS OF USE

(Revised January 27, 2014)

[Versión española](https://www.hourworld.org/pdf/TdS.pdf): <https://www.hourworld.org/pdf/TdS.pdf>

hOurworld, a Maine cooperative corporation ("hOurworld" or "we") makes available the "Service," which includes but is not necessarily limited to hOurworld.org (the "Site"), any associated software client (the "Software Client"), and their various associated product and service offerings, features, tools, resources and other content (collectively, the "Content"), subject at all times to the following: (i) the Terms of Use set forth in this document (the "Terms of Use"); (ii) the separate hOurworld.org Privacy Policy (the "Privacy Policy"); (iii) the federal laws of the United States and of the State of Maine ("Designated Law"). These Terms of Use and the Privacy Policy are referred to collectively herein as the "Site Terms." The Service also includes, and these Site Terms also apply to, our recently-released hOurworld mobile software application (the "Mobile App"), except to the extent they are found in irreconcilable conflict with any separate end user license agreement or separate terms/conditions made applicable to the Mobile App from time to time, in which case the latter shall control to the extent of such inconsistency.

You can view the current Terms of Use and Privacy Policy at any time at www.hOurworld.org/pdf/Privacy.pdf and www.hOurworld.org/pdf/TOS.pdf, respectively. Please review all Site Terms before you proceed. If you cannot or do not agree to be bound by all Site Terms, you are not authorized to use any part of the Service. Violation of any of the foregoing will result in termination of your account and your access to and authorization to use the Service.

Additional information regarding the Service is available at www.hOurworld.org

[BETA NOTICE: The Service is currently still in its beta testing phase, which means that its features are still experimental and subject to modifications and improvements as we learn more from our users. It is possible that the Service still contains errors which may cause malfunction, including possible loss of data during input, transmission or processing. You should maintain separate, safe copies of your data at all times. **YOU UNDERSTAND AND AGREE THAT HOURWORLD: (i) IS NOT RESPONSIBLE OR LIABLE FOR ANY ERRORS, OR FOR ANY HARM THEY MAY CAUSE (INCLUDING BUT IN NO WAY LIMITED TO RECOVERY OF OR COMPENSATION FOR ANY DATA LOSS); (ii) is not obligated to correct any such errors; (iii) has no obligation to provide technical support related to use of any aspect of the Service; and (iv) may modify, withdraw, or discontinue the Service at any time, in whole or in part, with or without notice, in our sole discretion. By using the Service, you promise that you will not make any public statements, whether oral, written, electronic or otherwise with respect to hOurworld or to any aspect of the Service, except with hOurworld's prior written consent, which may be granted or withheld in our sole discretion.]**

The Service and Site Terms may change

hOurworld may update, modify, limit, expand, suspend or terminate the Service or any

part thereof at any time, without notice and in our sole discretion. Any new or updated Content, when made available, will also be subject to the Site Terms and Designated Law. hOurworld may also update or modify the Site Terms at any time, without notice, in our sole discretion. Your continued use of the Service following any such change constitutes your consent and agreement to be bound by the new Site Terms, as modified. You understand that you should review the current Site Terms from time to time.

About hOurworld's Mission and Service

hOurworld is devoted to promoting and facilitating the practice of “timebanking” to serve community, societal and humanitarian goals. With these goals in mind, we work with local and regional partners interested in establishing their own service exchanges, providing advice, counseling, education and other support. We also work with other charitable and socially aware organizations to achieve joint goals from time to time. Earlier this year, after much work and input with Palo Alto Research Foundation and Penn State University, we released our new hOurworld Mobile App.

We hope and fully expect that our Mobile App will make it much easier for service exchange participants to offer their services to others, and to find other service exchange participants who are able and willing to provide needed services. We also hope that our Mobile App will increase public visibility, awareness of and interest in the timebanking movement, and promote establishment of many new service exchanges where none may have existed before. In future versions and/or companion software, we also hope to build in additional functionality, based on user and service exchange partner feedback.

General Account Terms

1. You must in no event be less than eighteen (18) years of age to access and use the Service unless you are under the direct supervision of an adult. By accessing or using the Service, you represent that you are at least eighteen (18) years of age or under the direct supervision of an adult, and otherwise competent to enter into binding legal agreements.
2. You must provide all information requested during the signup process and from time to time thereafter, fully and accurately, which may include without limitation: full legal name and physical address, full legal name of your company (if applicable), and valid contact email address or telephone number.
3. In registering to use the Service, you will be asked to select a password and account designator/login. Only you may use your individual account login – login sharing is not permitted unless you are an adult supervising a minor. In the case of company/organization accounts, your company/organization will be allowed to designate one or more staff members, each of whom shall be granted a method of Service access.
4. By using the Service, you are granting hOurworld permission to access your account and all messages, data, information, text, graphics, audio, video or other materials posted/uploaded to the Service ("User Material"), and to process, submit and

otherwise make available any such User Material to designated third parties.

5. You are solely and fully responsible for: (i) maintaining the confidentiality of your password and account, and (ii) all activities that occur through your password or account, including without limitation all Content downloaded and all User Material posted to or through your account. You agree to immediately notify hOurworld of any actual or potential unauthorized use of your password or account, or any other actual or potential breach of security. You will ensure that you logout from your account at the end of each session.
6. hOurworld will use commercially reasonable efforts to ensure that we do not share your User Material, account information or other personally identifiable information with any third parties, excepting only that User Material and those third parties which you may designate from time to time during your use of the Service, or as otherwise set forth in the Site Terms. Please be aware that User Material which you designate, post or otherwise make public may be accessed by others, and that hOurworld has no ability to limit further dissemination of your User Material by those to whom it is disclosed. Use appropriate caution.
7. The preceding paragraph notwithstanding, hOurworld and its affiliated companies, whether now or in future existing (collectively the “hOurworld Affiliates”), may share aggregated statistical information about our users (including but not limited to demographic information, preferences, etc.) with third parties from time to time, and you hereby consent to such disclosure. The hOurworld Affiliates will use commercially reasonable efforts to ensure that such information does not identify individual users, nor include any personally identifiable or otherwise sensitive information, except as may be set forth in the Site Terms.
8. You agree to allow hOurworld to post, process, transmit to third parties or otherwise make available User Material and other communications as you may designate from time to time while using the Service.
9. You are required to verify all User Material posted to the Service, and regularly to monitor your account. hOurworld is not liable for errors or omissions in User Material you provide, or for errors or omissions in processing and/or transmission of User Material and other communications to third parties, once submitted to hOurworld.
10. hOurworld reserves the right, at any time, without notice and in our sole discretion, to terminate your account and/or to block or prevent your access to and use of the Service, in whole or in part.

Prohibited Conduct

You are solely responsible for your use of the Service, and all use is at your own risk. By posting any User Material, you represent and warrant that you own all necessary rights, or have permission from the rightful owner(s), to post said User Material, and to allow hOurworld to process and retransmit the User Material through the Service. You agree not to post, upload, input, provide, submit, transmit, distribute or otherwise publish through the Service any of the following, nor to assist or allow others to do so,

all as determined by hOurworld in our sole judgment:

1. User Material that may infringe any patent, trademark, trade secret, copyright or other intellectual property right or other proprietary right of any party.
2. User Material that could constitute, encourage, aid or abet any criminal offense or enterprise, violate the rights of any party, or otherwise create liability or violate any local, state, national, or international law or regulation, including but in no way limited to the rules and regulations of the U.S. Securities and Exchange Commission and any rules of any securities exchange such as the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, including foreign equivalent;
3. User Material that is false, misleading, libelous, obscene, pornographic, indecent, lewd, harassing, threatening, invasive of any entity's rights of privacy or publicity, abusive, inflammatory, hateful, religiously, racially or ethnically offensive, unlawful or otherwise objectionable;
4. User Material that contains unauthorized private information of any third party, including (but not limited to) addresses, phone numbers, email addresses, etc.;
5. User Material that impersonates any person or entity, or otherwise misrepresents your affiliation with any person or entity, or is in any other way fraudulent in nature;
6. Unsolicited communications, advertisements, promotions or solicitations, including but not limited to junk-mail/spam;
7. User Material containing or comprising viruses, Trojan horses, corrupted data or other harmful, disruptive or destructive code; and
8. User Material that, in the sole judgment of hOurworld, is otherwise objectionable, or restricts or inhibits any other person from using or enjoying the Service or the Content, or that may tarnish hOurworld's image or brand, or may expose hOurworld or our users to any harm or liability of any type.

hOurworld does not assume, and hereby expressly disclaims, responsibility or liability for any materials or information posted to or otherwise communicated through the Service by you or by any third party. Although hOurworld has no obligation to screen, edit or monitor any such materials or information, hOurworld reserves the right, and retains absolute and sole discretion, to screen, edit, monitor and/or terminate any accounts that we believe may violate the Site Terms, or that we otherwise find objectionable, in our sole judgment.

hOurworld strictly prohibits any use of any portion of the Service which is not expressly authorized by either (i) the Site Terms, or (ii) the prior written permission of hOurworld, which we may grant or withhold in our sole discretion. This prohibition includes, but is in no way limited to: (a) resale, rental, sublicense or other transfer or commercial use of any aspect of the Service; (b) retransmission, rebroadcasting or other distribution, display or publication of any Content or other information made available through the Service in any media, whether via a computer network or otherwise; (c) making derivative uses of, or derivative works based on, any aspect of the Service; (d) attempting to reverse engineer, decompile, disassemble or otherwise reduce any aspect of the Service to human-perceivable form; (e) disabling, modifying, circumventing or

otherwise tampering with any anti-piracy, anti-hacking, digital rights management or other security feature of any aspect of the Service, nor of any associated copyright, trademark or other proprietary notice; (f) exporting or re-exporting any aspect of the Service in violation of applicable laws or regulations; and/or (g) using any data mining tools, robots or similar data-gathering or data extraction methods in any way or for any reason in connection with the Service.

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You understand and agree that any use of the Service and/or provided software in violation of any of the foregoing paragraphs or subsections of this Section ("Prohibited Conduct") is a material breach of the Site Terms, and may result in termination or suspension, without notice, of your account and ability to use the Service, and may also expose you to civil and/or criminal liability. You agree to indemnify, defend and hold hOurworld harmless from and against any claim, suit, cause of action, loss or damage (including without limitation attorney fees) arising out of or in connection with any Prohibited Conduct.

hOurworld a Limited Designee & Conduit

You understand and agree that, in providing any forums and/or other aspects of the Service which allow our users to communicate and otherwise interact with one another and/or with any non-user third parties ("Intended Recipients"), hOurworld is acting at all times solely as a limited designee and conduit. Without limiting the generality of the foregoing statement, you understand and agree that, once hOurworld has made your User Material available to Intended Recipients, whether through forum postings, one-on-one messaging or otherwise, hOurworld has no further control over the User Material so submitted. The hOurworld Affiliates hereby expressly disclaim all responsibility and liability for any misuse of User Material following submission. Although hOurworld has no obligation to screen, edit or monitor any communications made via the Service, hOurworld reserves the right, in our sole and absolute discretion, to screen, edit, monitor and/or terminate any communications that we believe may violate the Site Terms, or otherwise find objectionable.

Copyright

The Service, as it may be updated from time to time, including but not limited to trademarks, service marks, logos, and all text, designs, images, graphics, audio, video and other files, etc., and the selection and arrangement thereof, are subject to copyright, trademark, service mark, trade dress and/or other intellectual property rights held or licensed by the hOurworld Affiliates, or by third parties with whom they interact. No right, title or interest in any portion of the Service is transferred to you as a result of your use thereof, and (as between hOurworld and you) hOurworld hereby reserves all right, title and interest, including but not limited to all applicable intellectual property

rights, in and to all aspects of the Service.

Copyright Infringement Notification Procedure

If you believe that any material available on or through the Service violates your copyright, you may send hOurworld a copyright infringement notice. Section 512(c) of the Copyright Act requires that your notice must be in writing and must include substantially all of the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a complete list of all such works complained of at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity which is to be removed or access to which is to be disabled, and information reasonably sufficient to permit hOurworld to locate the material. hOurworld requests complete URLs for each instance of such allegedly infringing material.
4. Information reasonably sufficient to permit hOurworld to contact you, such as an address, telephone number, and, if available, an electronic mail address.
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement ***under penalty of perjury*** that the information in the copyright infringement notice is accurate, and that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Your written copyright infringement notice must be sent to hOurworld 's designated copyright agent via mail or email. Please be aware that Section 512(f) of the Copyright Act provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability. hOurworld will terminate, in appropriate circumstances, account holders whom we determine in our sole judgment are repeat copyright infringers.

hOurworld 's designated copyright agent ("Copyright Agent") may be contacted as follows:

Attn: Copyright Agent
hOurworld

By email: admin@hOurworld.org

The Copyright Agent should only be contacted if you believe that your work has been used or copied in a way that constitutes copyright infringement, and such infringement is occurring on or through the Service. The Copyright Agent will not address any other inquiries.

User Feedback

hOurworld welcomes feedback from Service users. However, any such comments, suggestions, ideas or other communications, together with any materials included therein and/or attached thereto, of whatever kind, whether audio, graphics, video, print or otherwise (collectively, "Feedback") submitted to any hOurworld Affiliate, independent of the method of communication, shall be and remain the exclusive property of hOurworld or our designees. Submission of any such Feedback shall constitute an assignment to hOurworld or our designees of all worldwide rights, title and interest in all copyrights and other intellectual property rights regarding the Feedback, and a waiver of any moral rights therein (to the maximum extent not prohibited by applicable law). hOurworld and our designees shall be free to use, reproduce, disclose, publish and distribute any submitted materials for any purpose whatsoever, in any media now or hereafter existing, without restriction and without compensation of any kind. hOurworld therefore requests that you not submit any Feedback that you do not wish to assign in full, including all embedded and attached materials. FOR AVOIDANCE OF DOUBT, REGULAR SUBMISSIONS OF USER MATERIAL THROUGH THE SERVICE FOR THE PURPOSE OF PUBLIC POSTING OR OF PROCESSING AND SUBMISSION TO THIRD PARTIES IS NOT INCLUDED WITHIN THE DEFINITION OF "FEEDBACK." However, you are solely responsible for all User Material you submit, whether as Feedback or otherwise, and hOurworld assumes no liability whatsoever with respect thereto.

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Miscellaneous Provisions

Applicable Law & Forum. These Site Terms and the Service are governed by Designated Law. The State and Federal courts sitting in Cumberland County, Maine will have sole and exclusive jurisdiction over any claim, cause of action or other dispute arising out of or in connection with the Site Terms and/or your use of the Service, and you hereby irrevocably and unconditionally submit, consent, and waive all objection to said exclusive venue, including without limitation any objection based on *forum non conveniens*.

TIME BAR. YOU UNDERSTAND AND AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE SITE TERMS AND/OR THE SERVICE MUST BE MADE WITHIN ONE (1) YEAR AFTER SAID CLAIM OR CAUSE OF ACTION AROSE, OR BE FOREVER BARRED.

Amendment; Waiver. The Site Terms may not be amended or waived except in a written document executed by hOurworld. hOurworld's failure to enforce any right or provision in the Site Terms will not constitute a waiver thereof, or of any other applicable

provision.

Entire Agreement. The Site Terms, as they may be updated from time to time, constitute the entire agreement between you and hOurworld regarding the subject matter hereof, govern your use of the Service, and supersede any prior agreements between you and hOurworld (whether written or oral) regarding the same subject matter.

Severability. If any provision of the Site Terms is held invalid or unenforceable by a court or other tribunal of competent jurisdiction, that provision shall be construed in a manner consistent with applicable law to reflect, insofar as possible, the original intent thereof, and all other provisions shall remain in full force and effect.

Survival. All provisions of the Site Terms which by their nature should survive expiration or earlier termination will survive such expiration or earlier termination, including but in no way limited to provisions regarding rights of ownership, disclaimers of warranty, and limitations of liability.

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