TERMS & CONDITIONS

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PLEASE NOTE: International entities that are part of HOPE worldwide’s global Membership Network maintain their own websites with their own terms & conditions, which you should review when you visit those websites.

For general questions or comments about this Website, or to learn more about HOPE worldwide, please contact us at hope.worldwide@hopeww.org.

References to “HOPE worldwide,” “we” or “us” in this document mean HOPE worldwide, Ltd. and any chapters, subsidiaries, and divisions. The terms “you” and “user” as used in these Terms & Conditions refer to all individuals and/or entities accessing this Website for any reason.

We have posted these Terms & Conditions to be in compliance with numerous laws that regulate the operation of an Internet website. The Terms & Conditions cover a variety of important issues so we hope you read them carefully.

By using this Website, you acknowledge that you have read and understand these Terms & Conditions, and that you accept them and agree to be legally bound by them. You should not use this Website if you have any objections to any of these Terms & Conditions. Your continued participation on the Website indicates your acceptance of the Terms & Conditions, including your acceptance of the Privacy Policy and of the collection, use, disclosure, management, and storage of your Personal Information (as defined in the Privacy Policy).

Each time you use this Website, you should visit and review the Terms & Conditions. We reserve the right to occasionally update the Terms & Conditions. At such time, we will also revise the “last updated” date below.

1. OTHER TERMS

Some areas of this Website may have additional rules, guidelines, and/or other terms and conditions that apply to your access and/or use of that area of the Website and that may be revised from time to time (“Other Terms”). If there is a conflict or inconsistency between any of these Terms & Conditions and the Other Terms, the Other Terms shall take precedence with respect to your access and use of that area of the Website.

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You agree that you will not access or use the Website in any manner that could damage, disable, impair or cause undue burden on the Website and/or its host, servers, network, systems or other users. You agree that you will not attempt to interfere in any way with the operation of the Website, that you will not transmit any virus or worm to the Website, that you will not use any spider, robot, data mining tool or other automatic device, or any other manual process or means, to access the Website and/or its servers or
systems to extract, download, monitor, gather, transmit or copy any of the data or material on the Website (including, without limitation, account information, product listings, images, descriptions or prices), or for any other unauthorized purpose; and that you will not engage in flooding, spamming, mail-bombing, crashing or otherwise sending unsolicited email to other users of the Website. You further agree that you will not attempt to access data that is not intended for your use, that you will not attempt to log on to a server or account that you are not authorized to access, and that you will not probe, scan or test the vulnerability of any system or network related in any way to the Website without authorization.

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• Your physical or electronic signature.

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          290 Interstate North Circle SE
          Suite 130
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6. DONATIONS TO HOPE worldwide

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To make a donation by telephone, please call (833) 446-7399, option 1. We are available to assist Monday through Friday, 9:00 a.m. to 5:00 p.m.

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Please be aware that by submitting content to this Website or a Page, including any text, graphics, software, music, sound, photographs, videos, messages, comments, feedback, data, information, or other materials (collectively, the “Content”), you (1) represent and warrant to HOPE worldwide that you have obtained all necessary licenses, consents, waivers, releases, authorizations and/or permissions to post or transmit such Content; (2) grant to HOPE worldwide an irrevocable, worldwide, nonexclusive, perpetual, fully sublicensable, royalty-free right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, transmit, publicly perform, and publicly display such Content (in whole or part) and/or to incorporate it (in whole or in part) in other works in any form, media, or technology now known or later developed; and (3) grant to HOPE worldwide an irrevocable, worldwide, nonexclusive, perpetual, fully paid-up, fully sublicensable, royalty-free right and license to use the name that you submit in connection with the Content. You acknowledge that any Content submitted by you may be handled by HOPE worldwide on a non-confidential basis, except where otherwise indicated by HOPE worldwide’s Privacy Policy.
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You shall indemnify and hold harmless HOPE worldwide, its chapters, subsidiaries, divisions, officers, employees, and agents, from and against any and all liability, losses, claims, demands, disputes, and costs of any kind, including, without limitation, reasonable attorneys’ fees and costs of litigation resulting from or in any way connected with your use of the Website, including any services offered through the Website, content that you submit through the Website, and/or your breach of any of the provisions of the Terms & Conditions and/or the Privacy Policy.

13. DISPUTE RESOLUTION

In the event of a dispute arising from or relating to the Website or these Terms & Conditions, you agree to submit such dispute to non-binding mediation in San Diego, California. If mediation is not successful, you or HOPE worldwide may submit the dispute to arbitration by a single arbitrator in accordance with the rules of the American Arbitration Association in San Diego, California. Any action based on a breach of any provision of these Terms & Conditions may be brought to the federal or local courts presiding in San Diego, California, whichever is appropriate, and to whose jurisdiction you consent in such an action. Notwithstanding the foregoing, HOPE worldwide may seek injunctive relief at any time. If a breach is found by a given court, the court shall have the right to issue an injunction and grant to HOPE worldwide its damages and attorneys’ fees and such other and further relief as the court may deem appropriate.

14. APPLICABLE LAWS AND JURISDICTIONAL ISSUES

The Website shall be governed by the laws of the United States, including U.S. federal copyright and trademark laws, and the laws of the state of California applicable to contracts entered into and to be wholly performed therein without regard to conflict of laws or choice of laws principles. By visiting and using the Website, you consent to the jurisdiction of the courts presiding in San Diego, California, and you agree to accept service of process by mail. You hereby waive any and all jurisdictional and venue defenses that might otherwise be available.

15. COMPLIANCE WITH LAWS

You agree that you will not use the Website, or services provided on or through the Website, for any purpose that is prohibited by these Terms & Conditions or that is unlawful. Further, you agree not to access, download, use or export the Website, or services provided on or through the Website, in violation of any applicable laws, rules or regulations. You agree to comply with all export laws and restrictions and regulations of any United States or foreign agency or authority, and not to directly or indirectly provide or otherwise make available the Website or services provided on or through the Website in violation of any such restrictions, laws, rules, or regulations, or without all necessary approvals.

14. FORCE MAJEURE

Notwithstanding any other provision contained in these Terms & Conditions, in the event that the performance of any obligation of HOPE worldwide is prevented due to acts of God, exchange controls,
export or import controls, or any other government restriction, wars, hostilities, blockades, civil
disturbances, revolutions, strikes, lockouts, or any other cause beyond the reasonable control of HOPE worldwide, then HOPE worldwide shall not be responsible to you for any failure or delay in the performance of its obligations. HOPE worldwide shall promptly notify you of such force majeure condition. The terms of this clause shall not exempt, but merely suspend, HOPE worldwide from its duty to perform until as soon as practicable after a force majeure condition ceases to exist.

15. **HEADINGS**

The headings of each of these Terms & Conditions are for convenience of reference only. Such headings shall be ignored in the interpretation or construction of any of these Terms & Conditions.

16. **NO ASSIGNMENT**

You may not assign your rights or obligations under these Terms & Conditions without the prior express written consent of HOPE worldwide.

17. **INVALIDITY OF PROVISIONS**

In the event that any portion of these Terms & Conditions is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention, and the remainder of the provisions shall remain in full force and effect.

18. **NO WAIVER**

Any failure by HOPE worldwide to insist upon or enforce strict performance of any provision of these Terms & Conditions shall not be construed as a waiver of any provision or right.

19. **CHANGES TO THE TERMS & CONDITIONS**

No changes to these Terms & Conditions shall be made except by a revised posting on this page, and no advice or other information provided by the Website or its representatives to any user in any manner which is not posted on this page will constitute any amendment of, waiver, or change to these Terms & Conditions, unless such an amendment, waiver, or change is in writing from an authorized officer or representative of HOPE worldwide.

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These Terms & Conditions, including the Privacy Policy, constitute the entire understanding between HOPE worldwide and you with respect to the Website.

**Last Updated:** May 2, 2022