



TERMS OF USE

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1. AGREEMENT TO TERMS



These Terms of Use are a binding agreement between you and Utah Community Health Workers Association (UCHWA) regarding access and use of the <http://www.uchwa.org> website "site" and/or "membership platform" (UCHWA Glue up portal) as well as any other media form, media channel, mobile website and/or membership platform or mobile application related, linked, or otherwise connected thereto (collectively, the site and/or membership platform). UCHWA is registered in Utah and headquartered at 375 S Chipeta Way, Suite A, Salt Lake City, UT 84108. BY ACCESSING THE site and/or membership platform, YOU AGREE TO THESE TERMS OF USE. IF YOU DON'T AGREE WITH THE TERMS, KINDLY REFRAIN FROM USING THE site and/or membership platform IMMEDIATELY.

We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. Please ensure that you check the applicable Terms every time you use our site and/or membership platform so that you understand which Terms apply. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the site and/or membership platform after the date such revised Terms of Use are posted

The site and/or membership platform is not tailored to comply with industry specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA).etc.). so if your interactions would be subjected to such laws. You may not use this site and/or membership platform. You may also not use the site and/or membership platform in a way that would violate the Gramm Leach Bilev Act (GLBA).The site and/or membership platform is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the site and/or membership platform.

2. INTELLECTUAL PROPERTY RIGHTS

The site and/or membership platform and its content, including source code, databases, software, designs, audio, video, text, photos, graphics, trademarks, and logos (collectively "Content"), are our property or licensed to us and protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions.

The Content is for personal use only and may not be used for commercial purposes without permission. You are granted a limited license to access and use the site and/or



membership platform and Content for personal, noncommercial use only. We reserve all rights not explicitly granted to you; no part of the site and/or membership platform and no content may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

3. USER REPRESENTATIONS

By using the site and/or membership platform, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the site and/or membership platform through automated or nonhuman means, whether through a bot, script, or otherwise; (6) you will not use the site and/or membership platform for any illegal or unauthorized purpose; and (7) your use of the site and/or membership platform will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the site and/or membership platform (or any portion thereof).

4. USER REGISTRATION

You may have the option to register as a member on this site and/or membership platform. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

5. PROHIBITED ACTIVITIES

You may not access or use the site and/or membership platform for any purpose other than that for which we make the site and/or membership platform available. The site and/or membership platform may not be used in connection with any commercial



endeavors except those that are specifically endorsed or approved by us. As a user of the site and/or membership platform, you agree not to:

- Systematically retrieving data or content from the site and/or membership platform to create or compile a collection, compilation, database, or directory without written permission from the company *
- Engaging in any trickery, fraud, or deception to obtain sensitive account information from the company or other users*
- Circumventing, disabling, or interfering with security-related features of the site and/or membership platform
- Using any information obtained from the site and/or membership platform to harass, abuse, or harm another person and/or members
- Making improper use of support services or submitting false reports of abuse or misconduct
- Uploading or transmitting (or attempting to upload or transmit) viruses, Trojan horses, or other harmful material that interferes with the use and enjoyment of the site and/or membership platform
- Engaging in any automated use of the system, such as using scripts to send comments or messages, or using data mining, robots, or similar data gathering tools
- Deleting or altering the copyright or proprietary rights notice of any Content
- Attempting to impersonate another user or person or using another user's username
- Interfering with, disrupting, or creating an undue burden on the site and/or membership platform or connected networks and services
- Harassing, annoying, intimidating, or threatening any website and/or membership platform members or company's employees or agents engaged in providing the site and/or membership platform to you
- Copying or adapting the site and/or membership platform's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code
- Deciphering, decompiling, disassembling, or reverse engineering any software comprising a part of the site and/or membership platform, except as permitted by applicable law



- Making any unauthorized use of the site and/or membership platform, including collecting user information for the purpose of sending unsolicited email or creating user accounts through automated means or false pretenses
- Using the site and/or membership platform for any revenue-generating endeavor or commercial enterprise
- Advertising or offering to sell goods and services on the site and/or membership platform
- Selling or transferring your profile
- Disparaging, tarnishing, or otherwise harming the company or the site and/or membership platform
- Sharing of protected health information as defined by the Health Insurance Portability and Accountability Act (HIPAA) is prohibited on this site and/or membership platform and platform.
- Using this site and/or membership platform to provide case management services to clients.
- Using the site and/or membership platform in a manner inconsistent with applicable laws and regulations
- For more information on conduct expectation please review the CHW Code of Ethics https://www.in.gov/health/cdpc/files/CHW_Code_of_Ethics.pdf

These activities are strictly prohibited and may result in legal consequences. The company reserves the right to take any action it deems necessary to protect its rights and interests, including but not limited to terminating user accounts and seeking damages.

6. USER GENERATED CONTRIBUTIONS

The site and/or membership platform may allow you to participate in forums and contribute content, such as text, video, audio, photos, etc. Your contributions may be visible to others and treated as non-confidential and nonproprietary. By contributing, you represent and warrant that your contributions do not infringe on any third party rights and that you have the necessary licenses and consent to allow the site and/or membership platform and other users to use your contributions.

- Your Contributions are not false, inaccurate, or misleading.



- Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or wellbeing of minors.
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.
- Any use of the site and/or membership platform in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the site and/or membership platform

7. CONTRIBUTION LICENSE

By posting Contributions to the site and/or membership platform/Platform or linking to it from your social media accounts, you grant us a worldwide, perpetual, non-exclusive, transferable, royalty-free license to use, copy, display, publish, and distribute your Contributions in any format or media. You retain ownership of your Contributions but waive moral rights. We are not responsible for your Contributions and may edit or delete them at our discretion. You agree to exonerate us from any responsibility regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the site and/or membership platform; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

8. MOBILE APPLICATION LICENSE



Use License If you access the site and/or membership platform via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms of Use. You shall not: (1) except as permitted by applicable law, decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the application; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application; (5) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application; (8) use the application to send automated queries to any website and/or membership platform or to send any unsolicited commercial e-mail; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

Apple and Android Devices

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an "App Distributor") to access the site and/or membership platform: (1) the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service; (2) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application license contained in these Terms of Use or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and



support services with respect to the mobile application; (3) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application; (4) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist

supporting" country and (li) you are not listed on any U.S. government list of prohibited or restricted parties; (5) you must comply with applicable third- party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application; and (6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms of Use, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Terms of Use against you as a third-party beneficiary thereof.

9. SOCIAL MEDIA

As part of the functionality of the site and/or membership platform, you may link your account with online accounts you have with third-party service providers (each such account, a "Third-Party Account") by either: (1) providing your Third-Party Account login information through the site and/or membership platform; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account. By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the "Social Network Content") so that it is available on and through the site



and/or membership platform via your account, including without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the site and/or membership platform. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third Party Account is terminated by the third-party service provider, the Social Network Content may no longer be available on and through the site and/or membership platform. You will have the ability to disable the connection between your account on the site and/or membership platform and your Third-Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and our contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the site and/or membership platform. You can deactivate the connection between the site and/or membership platform and your

Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such a Third-Party Account, except the username and profile picture that become associated with your account.

10. THIRD-PARTY WEBSITE AND/OR MEMBERSHIP PLATFORM AND CONTENT

The site and/or membership platform may contain links to third-party websites and third-party content, such as articles, text, graphics, music, video, and other materials. These third-party websites and third-party content are not reviewed, monitored, or checked by us for accuracy, completeness, or appropriateness, and we do not endorse or assume any responsibility for any such third-party websites or third-party content. Access to and use of such third-party websites and third-party content is at the user's



own risk. The user should be aware that these terms of use do not apply to third-party websites and third-party content and the user should review the applicable terms and policies, including privacy and data gathering practices, of any third-party website to which they navigate or any third-party content they access, use, or install. Any purchases made through third-party websites will be between the user and the applicable third party and we are not responsible for such purchases or any harm caused by them. By accessing, using, or installing any third-party websites or third-party content, the user agrees to hold us harmless from any claims, losses, harm, or damage arising from or in any way related to such access, use, or installation.

11. SITE AND/OR MEMBERSHIP PLATFORM MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the site and/or membership platform for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the site and/or membership platform or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the site and/or membership platform in a manner designed to protect our rights and property and to facilitate the proper functioning of the site and/or membership platform.

12. REFUND POLICY -

To view our full Refund Policy please click [here](#).

13. PRIVACY POLICY

We care about data privacy and security. By using the site and/or membership platform, you agree to be bound by our Privacy Policy posted on the site and/or membership platform, which is incorporated into these Terms of Use. Please be advised the site and/or membership platform is hosted in the United States. If you access the site and/or membership platform from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from



applicable laws in the United States, then through your continued use of the site and/or membership platform, you are transferring your data to the United States, and you agree to have your data transferred to and processed in the United States.

To view our full Privacy Policy please click [here](#).

14. COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or through the site and/or membership platform infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a "Notification"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to applicable law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the site and/or membership platform infringes your copyright, you should consider first contacting an attorney.

15. TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the site and/or membership platform. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE site and/or membership platform (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE site and/or membership platform OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your



account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

16. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the site and/or membership platform at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our site and/or membership platform. We also reserve the right to modify or discontinue all or part of the site and/or membership platform without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the site and/or membership platform.

We cannot guarantee the site and/or membership platform will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the site and/or membership platform, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the site and/or membership platform at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the site and/or membership platform during any downtime or discontinuance of the site and/or membership platform. Nothing in these Terms of Use will be construed to obligate us to maintain and support the site and/or membership platform or to supply any corrections, updates, or releases in connection therewith.

17. GOVERNING LAW

These Terms of Use and your use of the site and/or membership platform are governed by and construed in accordance with the laws of the State of Utah applicable to agreements made and to be entirely performed within the State of Utah, without regard to its conflict of law principles

18. DISPUTE RESOLUTION

Informal Negotiations



To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved through binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules") both of which are available at the AAA website www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Salt Lake County, Utah. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Salt Lake County, Utah, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) is excluded from these Terms of Use.



In no event shall any Dispute brought by either Party related in any way to the site and/or membership platform be commenced more than one (1) years after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable, and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

19. CORRECTIONS

There may be information on the site and/or membership platform that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the site and/or membership platform at any time, without prior notice.



20. DISCLAIMER

THE SITE AND/OR MEMBERSHIP PLATFORM IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND/OR MEMBERSHIP PLATFORM AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND/OR MEMBERSHIP PLATFORM AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE AND/OR MEMBERSHIP PLATFORM'S CONTENT OR THE CONTENT OF ANY SITE AND/OR MEMBERSHIP PLATFORM'S LINKED TO THE site and/or membership platform AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE site and/or membership platform, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE AND/OR MEMBERSHIP PLATFORM, (5) ANY BUGS, VIRUSES, TROJAN

HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE AND/OR MEMBERSHIP PLATFORM BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE AND/OR MEMBERSHIP PLATFORM. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE AND/OR MEMBERSHIP PLATFORM, ANY HYPERLINKED SITE AND/OR MEMBERSHIP PLATFORM, OR ANY SITE AND/OR MEMBERSHIP PLATFORM OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF



A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE

21. LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE N NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE , 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 THE LESSER OF THE AMOUNT PAID. IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING OR \$300.00 USD. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS, 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 THE LESSER OF THE AMOUNT PAID. IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING OR \$300.00 USD. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

22. INDEMNIFICATION



You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the site and/or membership platform; (3) breach of these Terms of Use; (4) any breach of your representations and warranties set forth in these Terms of Use; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the site and/or membership platform with whom you connected via the site and/or membership platform. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

23. USER DATA

We will maintain certain data that you transmit to the site and/or membership platform for the purpose of managing the performance of the site and/or membership platform, as well as data relating to your use of the site and/or membership platform. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the site and/or membership platform. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

24. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the site and/or membership platform, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the site and/or membership platform, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR



VIA THE SITE AND/OR MEMBERSHIP PLATFORM. You hereby waive any rights or requirements under any statutes, regulations rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

25. CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

26. MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the site and/or membership platform or in respect to the site and/or membership platform constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the site and/or membership platform. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

27. CONTACT US



In order to resolve a complaint regarding the site and/or membership platform or to receive further information regarding use of the site and/or membership platform, please contact us at:

Utah Community Health Workers Association

375 S Chipeta Way, Suite A,

Salt Lake City, UT 84108

United States

Phone: (801) 420-2128

info@uchwa.org