

## Terms of Use

### Acceptance of Terms.

The eFeed-Hungers.com (a.k.a. "eFeed-Hungers" or "we" or "us") is a web-based system, which is accessible and available to you through the following web address - <http://efeed-hungers.com> or <https://efeed-hungers.com>. The use of eFeed-Hungers.com is governed by certain terms and is subjected to this "Terms of Use" agreement (hereafter called "TOS"). When you access or use the eFeed-Hungers.com or any of its "Service", you agree that you have read and clearly understood this TOS and accept them. If you disagree with this TOS you must not accept them and should not use eFeed-Hungers.com.

The eFeed-Hungers.com has right to change this TOS at any time without any prior notification. The updated TOS will become immediately effective and available to the users as soon as they get published on eFeed-Hungers.com website ([efeed-hungers.com/resources/terms\\_of\\_use.pdf](http://efeed-hungers.com/resources/terms_of_use.pdf)).

**Description of Service.** The word "Service" encompass - 1) the accessing the eFeed-Hungers.com website for simple surfing, 2) accessing eFeed-Hungers.com website in search for food donation options, 3) using the eFeed-Hungers.com to insert food donation information, and 4) all other content – text, data, icons, images. Any new addition to the features or Services of eFeed-Hungers.com is also governed by these Terms.

### General Conditions/ Access and Use of the Service.

Under the terms and conditions of this TOS, you are allowed to access and exploit the Services strictly for lawful purposes only. The titles, rights, interests, and components associated with the Services exclusively are the property to eFeed-Hungers.com. The use of Service in any unlawful manners is strictly prohibited. The unlawful manners include (i) violation of any data, privacy or export control laws, (ii) distort or damage into the Services integrity or system performance or in associated components, (iii) hack or any attempt to obtain unauthorized access into the Services, systems, networks, servers, and databases or any other associated components of eFeed-Hungers.com, (iv) any kind of security breach. You are bound to comply with the policies, notices and the codes of conduct associated with the eFeed-Hungers.com and its Services.

All product names, title, icons, logos, brands, Service marks, trade names, and the trademark and the software and Services of eFeed-Hungers.com are the proprietary and intellectual property of eFeed-Hungers.com and are protected by intellectual property and associated laws. Subject to this TOS, eFeed-Hungers.com hereby grants you a non-transferable, non-sublicensable and non-exclusive right and license to use the object code of any software solely in connection with the Services, provided that you shall not (and shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code or sell, assign, sublicense or otherwise transfer any right in any software. You agree not to access the Services by any means other than through the interface that is provided by eFeed-Hungers.com for use in accessing the Services. Any rights not expressly granted herein are reserved. No license or right are given to you to use the product names, title, icons, logos, brands, Service marks, trade names, and trademark of eFeed-Hungers.com or any other third party associated with the Services of eFeed-Hungers.com. You are solely responsible for all the data and information, feedback and suggestions, text and video content and any other materials that you post, upload, deliver, provide or otherwise transmit or store in connection with or relating to the Services ("Your Content"). For each and every email, your organization is sending outside via the Services, you acknowledge and agree that eFeed-Hungers.com shall have the right to add an identifying footer automatically in accordance with eFeed-Hungers.com standard policies then in effect you agree to cooperate with and provide reasonable assistance to eFeed-Hungers.com in promoting and advertising the Services.

By posting "Your Content" on or through the Services of eFeed-Hungers.com, you hereby do and shall grant eFeed-Hungers.com a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable and transferable license to use, modify, reproduce, distribute, display, publish and perform Your Content in connection with the Services. The eFeed-Hungers.com has the right, but not the obligation, to monitor the Services, content, or "Your Content". You further agree that eFeed-Hungers.com may remove or disable any content at any time for any reason (including, but not

limited to, upon receipt of claims or allegations from third parties or authorities relating to such content or if we are concerned that you may have violated these TOS), or for no reason at all.

The eFeed-Hungers.com shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services (including, without limitation, information concerning "Your Content", data and data derived therefrom), and eFeed-Hungers.com shall be free (during and after the term hereof) to (i) use such information and data to develop and improve (including for diagnostic and corrective purposes) the Services and other eFeed-Hungers.com offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

You understand that the operation of the Service, including Your Content, may be unencrypted and involve (a) transmissions over various networks; (b) changes to conform and adapt to technical requirements of connecting networks or devices and (c) transmission to eFeed-Hungers's third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Services. Accordingly, you acknowledge that you bear sole responsibility for adequate security, protection and backup of Your Content. The eFeed-Hungers.com will have no liability to you for any unauthorized access or use of any of "Your Content", or any corruption, deletion, destruction or loss of any of "Your Content."

You shall be responsible for obtaining and maintaining any equipment and ancillary Services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, server, software, operating system, networking, web servers, long distance and local telephone Service (collectively, "Equipment"). You shall be responsible for ensuring that such Equipment is compatible with the Services (and, to the extent applicable, the Software) and complies with all configurations and specifications set forth in eFeed-Hungers's published policies then in effect. You shall also be responsible for maintaining the security of the Equipment, your Account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of your Account or the Equipment with or without your knowledge or consent.

The failure of eFeed-Hungers.com to exercise or enforce any right or provision of this TOS shall not be a waiver of that right. You acknowledge that this TOS is a contract between you and eFeed-Hungers.com, even though it is electronic and is not physically signed by you and eFeed-Hungers.com, and it governs your use of the Services.

The eFeed-Hungers.com reserves the right to use your name and/or eFeed-Hungers.com name and logo/assets as a reference for marketing or promotional purposes on eFeed-Hungers's website and in other communication with existing or potential eFeed-Hungers.com clients, consumers, and users. To decline eFeed-Hungers.com this right you need to email [info@efeed-hungers.com](mailto:info@efeed-hungers.com) stating that you do not wish to be used as a reference.

Subject to the terms hereof, eFeed-Hungers.com may (but has no obligation to) provide technical support Services, through email in accordance with our standard practice.

**Representations and Warranties.** You represent and warrant to eFeed-Hungers.com that (i) you have full power and authority to enter into this TOS, (ii) you own all "Your Content" or have obtained all permissions, releases, rights or licenses required to engage in your posting and other activities (and allow eFeed-Hungers.com to perform its obligations) in connection with the Services without obtaining any further releases or consents, (iii) "Your Content" and other activities in connection with the Services, and eFeed-Hungers's exercise of all rights and license granted by you herein, do not and will not violate, infringe, or misappropriate any third party's copyright, trademark, right of privacy or publicity, or other personal or proprietary right, nor does "Your Content" contain any matter that is defamatory, obscene, unlawful, threatening, abusive, tortious, offensive or harassing, and (vi) you are eighteen (18) years of age or older.

**Donation Protection Law.** Donations of "apparently wholesome food" donated in "good faith" to a "nonprofit organization" are protected by the [Bill Emerson Good Samaritan Food Donation Act](#), and the [Food Donation Act of 2017](#).

**Disclaimer.** The eFeed-Hungers.com is not in any way responsible for type, quality, quantity, and availability of food donated. The eFeed-Hungers.com just shares the food donation information.

**DISCLAIMER OF WARRANTIES.** The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by eFeed-Hungers.com or by third-party providers, or because of other causes beyond our reasonable control, but eFeed-Hungers.com shall use reasonable efforts to provide some informative notice in writing on eFeed-Hungers' website or by email (if required) of any scheduled Service disruption HOWEVER, THE SERVICE, INCLUDING THE SITE AND CONTENT, AND ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND EFEEED-HUNGERS.COM EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT EFEEED-HUNGERS.COM DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES, AND NO INFORMATION, ADVICE OR SERVICES OBTAINED BY YOU FROM EFEEED-HUNGERS.COM OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TOS.

**LIMITATION OF LIABILITY.**

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL EFEEED-HUNGERS.COM BE LIABLE TO YOU OR ANY THIRD PARTY FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, OR (B) FOR ANY DIRECT DAMAGES, COSTS, LOSSES OR LIABILITIES IN EXCESS OF THE FEES ACTUALLY PAID BY YOU IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO YOUR CLAIM OR, IF NO FEES APPLY, ONE HUNDRED (\$100) U.S. DOLLARS. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS TOS BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS TOS.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. IN THESE STATES, EFEEED-HUNGERS'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

**Indemnification.** You shall defend, indemnify, and hold harmless eFeed-Hungers.com from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from your breach of this TOS, any of Your Content, or your other access, contribution to, use or misuse of the Services. The eFeed-Hungers.com shall provide notice to you of any such claim, suit or demand. The eFeed-Hungers.com reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting eFeed-Hungers's defense of such matter.

**U.S. Government Matters.** You may not remove or export from the United States or allow the export or re-export of the Services or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the software and documentation installed by eFeed-Hungers.com on your Equipment (if applicable) are "commercial items" and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this TOS and will be prohibited except to the extent expressly permitted by the terms of this TOS.

**Assignment.** You may not assign this TOS without the prior written consent of eFeed-Hungers.com, but eFeed-Hungers.com may assign or transfer this TOS, in whole or in part, without restriction.

**Miscellaneous.** If any provision of this TOS is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this TOS will otherwise remain in full force and effect and enforceable.

No agency, partnership, joint venture, or employment is created as a result of this TOS and you do not have any authority of any kind to bind eFeed-Hungers.com in any respect whatsoever. In any action or proceeding to enforce rights under this TOS, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this TOS will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery Service; and upon receipt, if sent by certified or registered mail, return receipt requested.

**Governing Law.** This TOS shall be governed by the laws of the State of Iowa without regard to the principles of conflicts of law. Unless otherwise elected by eFeed-Hungers.com in a particular instance, you hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts of the State of Iowa for the purpose of resolving any dispute relating to your access to or use of the Service.

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