

FOOTBRIDGE FOR FAMILIES, INC.

TERMS OF USE

Last Modified: August 9, 2020

Acceptance of the Terms of Use

Welcome to the website of Footbridge for Families ("**Footbridge**", "**we**" or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "**Terms of Use**"), govern your access to and use of www.afootbridge.org. (the "**Site**") and the services provided by Footbridge and its affiliates (the "**Services**" and together with the Site, the "**Platform**").

Please read the Terms of Use carefully before you start to use the Platform. **By using the Platform, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, attached hereto and incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Platform.

The Site provides information about Footbridge. Footbridge's mission is to connect caregivers ("**Caregiver(s)**") who are experiencing financial stress with funding from others in the community willing to anonymously provide short-term financial help ("**Donors**"). Front-line professionals who have registered as a "**Referral Partner**" will be able to use the Platform on behalf of their clients. Referral Partners will serve to ensure that only requests that cannot be met by other social service means are considered for the Services, as well as establishing the *legitimacy* of the request made. In this way, they play a crucial role in determining caregiver's eligibility for services. Referral Partners will likely include, but are not limited to, pediatricians, child welfare workers, school counselors, childcare staff, and home visitors. Footbridge "**Case Coordinators**" will work with the Caregiver and Referral Partner to confirm eligibility, ensuring there is no other solution to assist the Caregiver, and identify the third-party organizations that can be utilized to resolve the financial crisis. Caregivers acknowledge and agree to these Terms of Use in using the Platform. Caregivers acknowledge and agree that there is no guarantee that they will receive Services from Footbridge or be deemed eligible. Caregivers may be required to provide additional information to Footbridge and Case Coordinators and execute additional documentation in order to receive Services. Caregivers acknowledge and agree that any financial assistance will be paid to a third party and not directly to the Caregivers.

Footbridge is a charitable organization pursuant to the United States Internal Revenue Code ("**Code**") section 501(c)(3) tax exempt status or governmental agencies described in section 170(c)(1) of the Code.

Please read these Terms of Use carefully before using the Platform. By using the Services and accessing the Site, you agree to be bound by the terms and conditions contained in these Terms of Use. If you do not agree to these Terms of Use, you may not access or otherwise use the Services or this Site.

YOU AGREE THAT FOOTBRIDGE SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS THE RESULT

OF ANY INTERACTIONS WITH A THIRD-PARTY PROVIDING SERVICES. FOOTBRIDGE IS NOT RESPONSIBLE FOR ANY PRODUCT OR SERVICE (INCLUDING SERVICES PROVIDED BY A THIRD PARTY) PROVIDED ON OR THROUGH THE SERVICES OR ANY CLAIMS OF QUALITY OR PERFORMANCE MADE ON OR THROUGH THE SERVICES. FOOTBRIDGE IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF THE REFERRAL PARTNER.

ARBITRATION NOTICE: UNLESS YOU OPT-OUT AND/OR EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED HEREIN, YOU AGREE THAT DISPUTES BETWEEN YOU AND FOOTBRIDGE WILL BE RESOLVED BY MANDATORY, BINDING ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them. Your continued use of the Site or Services following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check the Site on a regular basis so you are aware of any changes, as they are binding on you.

Accessing the Site and Services and Account Security

We reserve the right to withdraw or amend the Site or the Services in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. We will not be liable in the event that the Services are unable to fulfill a Caregivers needs, if the Caregiver is not deemed eligible for financial assistance or if we are unable to provide sufficient financial assistance to assist the Caregiver. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users. In addition, we are not obligated to provide you with the Services or continue to provide Services.

You are responsible for:

- Making all arrangements necessary for you to have access to the Site.
- Ensuring that all persons who access the Site through your internet connection are aware of these Terms of Use and comply with them.

To access the Site or use of the Services, you may be asked to provide certain details or other information. It is a condition of your use of the Site and Services that all the information you provide on the Site or to Footbridge or related to application for use of the Services is correct, current and complete. You agree that all information you provide to Footbridge, including but not limited to through the use the Site, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security.

You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us and to terminate your use of the Platform, including the Services, at any time if, in our opinion, you have violated any provision of these Terms of Use.

We have the right to discontinue providing Services to the Caregiver without notice and in our sole discretion.

Intellectual Property Rights

The Site and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Footbridge, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Site for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Site, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Site for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials from this site.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Site in breach of the Terms of Use, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Site or any content on the Site is transferred to you, and all rights not expressly granted are reserved by Footbridge. Any use of the Site not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Trademarks

The Footbridge name and all related names, logos, product and Service names, designs and slogans may be trademarks of Footbridge or its affiliates or licensors. You must not use such marks without the prior written permission of Footbridge.

Prohibited Uses

You may use the Site and Services only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Site:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate Footbridge, a Footbridge employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm Footbridge or users of the Site or expose them to liability.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.
- Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring, scraping or copying any of the material on the Site.
- Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Site.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Site.

You agree not to use the Services:

- For personal financial gain;
- For purposes other than indicated to the Case Coordinator and any application materials that you submitted; or

- For any illegal purposes.

Reliance on Information Posted

The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

ALL INFORMATION AND CONTENT FOUND ON THE SITE, INCLUDING: TEXT, IMAGES, AUDIO, OR OTHER FORMATS WERE CREATED FOR INFORMATIONAL PURPOSES ONLY. THE CONTENT ON THE SITE IS NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL ADVICE. RELIANCE ON ANY INFORMATION PROVIDED VIA THE PLATFORM IS SOLELY AT YOUR OWN RISK.

This Site may include content provided by third parties, including materials provided by other users and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Footbridge, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Footbridge. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Platform

We may update the Platform, including the content on this Site and the nature of the Services from time to time. Any of the material on the Site may be out of date at any given time, and we are under no obligation to update such material. We may change the Services, including the termination of providing the Services, at any given time, without notice or future obligation.

Information About You and Your Visits to the Site and Use of the Services

All information we collect on this Site and in performance of the Services is subject to our Privacy Policy. By using the Site or use of the Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Other Terms and Conditions

Additional terms and conditions may apply to the Services and specific portions or features of the Site. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use. You may be asked to execute additional documents and terms and conditions to utilize the Services.

Linking to the Site and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express consent.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

Links from the Site and Third Party Services

If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. Additionally, this includes the fact that you may be redirected, as part of Footbridge's Services, to third parties' sites. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access, or are redirected to, any of the third-party sites linked to this Site, you are at your own risk and subject to the terms and conditions of use for such sites.

Without limiting the foregoing, your correspondence or business dealings with, participation in promotions of or purchases from, advertisers found on or through the use of the Services, including payment for and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. **YOU AGREE THAT FOOTBRIDGE SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS THE RESULT OF ANY SUCH DEALINGS WITH A THIRD-PARTY PROVIDING SERVICES OR AS THE RESULT OF THE PRESENCE OF SUCH ADVERTISERS ON THE SERVICES.**

FOOTBRIDGE IS NOT RESPONSIBLE FOR ANY PRODUCT OR SERVICE (INCLUDING THIRD PARTY APPLICATIONS) PROVIDED ON OR THROUGH THE SERVICES OR ANY CLAIMS OF QUALITY OR PERFORMANCE MADE ON OR THROUGH THE SERVICES.

Geographic Restrictions

THE OWNER OF THE SITE AND PROVIDER OF THE SERVICES IS BASED IN THE COMMONWEALTH OF PENNSYLVANIA IN THE UNITED STATES. WE PROVIDE THIS SITE FOR USE ONLY BY PERSONS LOCATED IN THE UNITED STATES. WE MAKE NO CLAIMS THAT THE SERVICES, THE SITE OR ANY OF ITS CONTENT IS ACCESSIBLE OR APPROPRIATE OUTSIDE OF THE UNITED STATES. ACCESS TO THE SITE MAY NOT BE LEGAL BY CERTAIN PERSONS OR IN CERTAIN COUNTRIES. IF YOU ACCESS THE SITE FROM OUTSIDE THE UNITED STATES, YOU DO SO ON YOUR OWN INITIATIVE AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAWS.

Age Restrictions

The Site is a general purpose Site and is not targeted towards children under the age of thirteen (13). By accessing or using the Site, including by registering an account on the Site, you represent and warrant that you are eighteen (18) years of age or older (or age of majority if higher in your place of residence). If you are under the age of eighteen (18) or age of majority if higher in your place of residence, you should use the Site only with the involvement of a parent or guardian. Subject to your compliance with these Terms of Use, We grant you a personal, non-exclusive, non-transferrable, limited privilege to access and use the Site solely for your personal, non-commercial use. This privilege does not include any resale or commercial use of the Site. We may revoke your access and use of the Site at any time (including if you violate these Terms of Use), and nothing herein constitutes a representation that the Site will be available to you for your access or use.

Disclaimer of Warranties

You understand that We cannot and do not guarantee or warrant that the Site will be free of viruses or other destructive code or **that the Services will meet your needs or that We can fulfill your requests or the results of the Services.** We do not guarantee that you will be selected or that Footbridge will find you eligible for Services. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE AS A RESULT OF THE PLATFORM, INCLUDING WITHOUT LIMITATION THE SITE OR THE SERVICES (INCLUDING WITHOUT LIMITATION, THE ACTS OR OMISSIONS OF THE REFERRAL PARTNER OR A THIRD-PARTY SERVICE PROVIDER). WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM THE SERVICES OR AS A RESULT OF DISCONTINUANCE OF THE SERVICES OR YOU NOT BEING ELIGIBLE FOR THE SERVICES.

YOUR USE OF THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR FROM FOOTBRIDGE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER FOOTBRIDGE NOR ANY PERSON ASSOCIATED WITH FOOTBRIDGE MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SITE OR THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER FOOTBRIDGE NOR ANYONE ASSOCIATED WITH FOOTBRIDGE REPRESENTS OR WARRANTS THAT THE SITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE, INCLUDING THE SERVICES, WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

FOOTBRIDGE HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL FOOTBRIDGE, ITS AFFILIATES OR ITS OR THEIR LICENSORS, SERVICE PROVIDERS, THIRD PARTY SERVICE PROVIDERS, REFERRAL PARTNERS, CASE COORDINATORS, VOLUNTEERS, INTERNS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE THE SITE, ANY SITES LINKED TO IT, ANY CONTENT ON THE SITE OR SUCH OTHER SITES OR ANY SERVICES OR ITEMS OBTAINED FROM FOOTBRIDGE OR THROUGH FOOTBRIDGE OR THIRD PARTY SERVICE PROVIDERS OR SUCH OTHER SITES OR SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT

LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless Footbridge, its affiliates, licensors, third party partners, Referral Partners, Case Coordinators and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Site, any use of the Site's content, Services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Site.

Disputes, Choice of Law and Jurisdiction

These Terms of Use and the Services will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any principles of conflicts of laws. Notwithstanding the arbitration provisions below, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in the state or federal courts of the Commonwealth of Pennsylvania, and you consent to exclusive personal jurisdiction and venue in such courts. In the event the parties agreement to arbitrate (as provided below) is held unenforceable by a court, the disputes that would otherwise have been arbitrated will be brought solely in the state or federal courts in the Commonwealth of Pennsylvania located in Pittsburgh, Pennsylvania and shall be governed by the laws of the Commonwealth of Pennsylvania without regard to or application of its conflict of law provisions or the laws of your state or country of residence that would result in the application of the laws of a state other than the Commonwealth of Pennsylvania, and will otherwise be subject to the arbitration provisions below.

EXCEPT WHERE SUCH LIMITATION IS PROHIBITED BY LAW, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE, THE SERVICES OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED

Mandatory Arbitration

UNLESS YOU OPT-OUT, YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND FOOTBRIDGE OR ANY OF FOOTBRIDGE'S AFFILIATES (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY OR WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY) WITH REGARD TO YOUR RELATIONSHIP WITH FOOTBRIDGE, INCLUDING, WITHOUT LIMITATION, DISPUTES RELATED TO THESE TERMS OF USE AND YOUR USE OF THE SITE OR SERVICES WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNDER THE AMERICAN ARBITRATION ASSOCIATION'S RULES FOR ARBITRATION

OF CONSUMER-RELATED DISPUTES AND YOU AND FOOTBRIDGE HEREBY EXPRESSLY WAIVE TRIAL BY JURY. As an alternative, you may bring your claim in your local "small claims" court, if permitted by that small claims court's rules. You may bring claims only on your own behalf. Neither you nor Footbridge will participate in a class action or class-wide arbitration for any claims covered by these Terms of Use. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if Footbridge is a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act. Judgment on the award rendered by the arbitrator shall be issued to both parties in a writing setting forth in reasonable detail the reasoning for the decision and award and such award may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Use.

You may opt out of this agreement to arbitrate. If you do so, neither you nor Footbridge can require the other to participate in an arbitration proceeding. To opt out, you must notify Footbridge in writing within 30 days of the date that you first became subject to this arbitration provision. You must use this address to opt out:

Footbridge for Families, Inc., 541 Glen Arden Drive, Pittsburgh, Pennsylvania 15208;
infor@afootbridge.org.

You must include your name and residence address, an email address, and a clear and specific statement that you want to unconditionally opt out of this arbitration agreement.

If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this arbitration section will be null and void. This arbitration agreement will survive the termination of your relationship with Footbridge.

Notwithstanding anything to the contrary set forth above, this arbitration section shall not apply to disputes relating to: (1) your or Footbridge's intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights and patents); (2) violations of Footbridge's Privacy Policy; or (3) any dispute in which Footbridge is seeking injunctive or equitable relief to prevent further breaches of these Terms of Use by you.

This arbitration provision describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. Where the laws of your state or country provide you with rights other than as set forth above, then you agree that all actions arising hereunder shall be instituted in accordance with the jurisdiction provision as set forth above.

Waiver and Severability

No waiver by Footbridge of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Footbridge to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Footbridge with respect to the Site and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Site.

PRIVACY POLICY
FOOTBRIDGE FOR FAMILIES, INC.

Effective August 9, 2020

Footbridge for Families (“**we**”, “**us**” and “**our**”) cares about your privacy and wants you to be familiar with how we collect, use, and disclose your information (collectively, “**you**” and “**your**”). This Privacy Policy (“**Policy**”) describes our information practices related to information collected by us or our service providers through this website and related blogs and mobile applications (collectively, the “**Site**”).

This Policy contains important information that impacts our use of your Personal Information (as described below). Please read this Policy carefully. Use of the Site and Services is absolutely conditioned upon you agreeing to our Terms of Use and to all of the information, disclosures and disclaimers contained in this Policy.

From time to time, we may modify our practices that relate to our use of your Personal Information. In such an event, we will update this Policy. Your continued use of the Site following the publication of any such revised Policy to this Site shall constitute your consent to the revised Policy.

Personal Information and Your Privacy

As used in this Policy, “**Personal Information**” includes one or more of the following types of information: payment information (credit and or debit card numbers, etc.), name, title, email address, account numbers, physical address, zip code, mobile phone numbers, phone numbers, answers to questionnaires, or other such submissions or content generated by you in connection with the Site, and similar unique, personal information that could identify you. We do not consider “Personal Information” to include information that has been made anonymous so that it does not identify a specific user. Nor do we consider general information such as your geographic location, age group, gender, product and/or wellness concerns when you voluntarily provide such information to us, as “Personal Information,” when not combined with information that can be used to personally identify you or any other user.

We may receive Personal Information from third parties with whom we have a relationship or otherwise contract with to obtain such information.

Disclosures/Use of Information

We may use the information that we obtain about you in the following ways.

Identifying Information. Unique identifiers (such as e-mail address(es)) are collected and may be used to respond directly to you when you request information or a response from us, as well as for verification purposes.

Information You Provide to Us. We may collect and store any information you provide when you use the Site or Services. For example, when you decide to complete a registration form or application for Services, complete an online survey or testimonial, you may be asked to provide certain information such as your contact information (name, email address, mailing address and telephone number). By communicating with us, you acknowledge that your communication may

be overheard, monitored, documented, or recorded without further notice or warning. Once you are a registered user, information is stored in your account—such as your address. Please note that if you choose to share information about yourself in an open format, including verbal or written testimonials, our blog or through a Third-Party Site such as Facebook or Twitter, we may consider some of that information to be public information—and not Personal Information.

Referral Partners. You consent to allow Footbridge to share your information with referral partners and service providers when they have referred you to Footbridge in order to let them know the impact of Footbridge's Services on you. You also consent to having your de-identified data used for marketing purposes and shared with your health plan payer, the Pennsylvania Department of Human Services and other research partners for de-identified collective research and evaluation.

Payment Card Information. We use your information to process your donations to us, including, without limitation, by providing such information to third party payment processors.

Services-Related Data and Data Analytics. We track the kinds of activities that you perform, profiles and questionnaires that you create and respond to, and any other information generated by you in connection with the services performed by the Site.

Sharing Information with Third Parties. We may share your information with our third-party service providers to use in performing the Services and in performing services related to the administration, use, operation and/or maintenance of our Site and/or reacting to your specific requests. Specifically, we may use third parties to facilitate our operations, customer relationship management, hosting the Site and/or our online services, to send out email updates about Footbridge, and/or to provide assistance. In connection with these offerings and operations, our service providers may have access to your Personal Information for use in connection with these business activities. In general, the third-party providers used by us will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide to us. We may also share your information as we deem necessary (i) in the event (or partial event) of a corporate sale (asset or stock), merger, reorganization, change in corporate control, acquisition, insolvency, bankruptcy or similar event, (ii) to comply with applicable law or reasonable request based upon governmental regulation, court order, subpoena or similar related action or (iii) to protect the rights, property or safety of us, our customers, our associates or others, to prevent harm or loss, or in connection with an investigation or suspected or actual unlawful activity. We may also share your Personal Information with third parties who have partnered with us in connection with the Services.

Internal Purposes. We may use your Personal Information for our internal purposes.

Marketing Companies. We may use your information to provide to third party marketing companies to help us with marketing campaigns.

Communications, Support Requests. If you contact us for assistance, to make a request or suggestion, or to report a problem or other issue through and/or regarding the Site or Services, we may collect and store your contact information, communication, and/or other information about you, including but not limited to your name, e-mail address, user name, location, and other information. We may use such information to respond to you, research your request/communication, and for other purposes in accordance with provisions of this Policy.

Blogs, Chat Features, Bulletins, and Reviews. We may provide areas on our Site where you can post information about yourself and others and communicate with others, as well as post

reviews of products, establishments, contractors, and the like, or upload content (e.g. pictures, videos, audio files, etc.). Such postings are governed by our Terms of Use. In addition, such postings may appear on other websites or when web browser searches are executed on the subject of your posting. Also, whenever you voluntarily disclose personal information on publicly-viewable web pages, that information will be publicly available and can be collected and used by others. For example, if you post your email address, you may receive unsolicited messages. We cannot control who reads your posting or what other users may do with the information you voluntarily post, so we encourage you to exercise discretion and caution with respect to your personal information.

Once you leave our Site or are redirected to a third-party website or application, you are no longer governed by this Policy.

Automated Data

Personal Information. In addition to “**Personal Information**” that you voluntarily provide, the Site also may collect data generated automatically by the Site (“**Automated Data**”) generated through cookies, web server logs, web beacons and other technologies. Automated Data may include, without limitation, internet protocol address(es), operating system(s) and browser specifics of your device, device characteristics, geographic (geo-location) information, user ID(s), clickstream data, and specifics regarding your interactions with (i.e., the path you take through) the Site. Automated Data may also include your mobile device information (e.g., device model, operating system version, device date and time, unique device identifiers, mobile network information) and how you use the Site. These types of information do not generally identify or relate to you as an individual; however we may associate these types of information with you as an individual.

Cookies. The Site may use both persistent and session “cookies” to provide customer efficiencies such as automatically filling in standard information on return visits. “Cookies” are small pieces of information that are stored by your browser on your computer's hard drive. Most web browsers automatically accept cookies, but most browsers also allow you to configure your web browser to refuse cookies or to notify you before a cookie is set. You also can manually view (and delete) any cookies stored on your computer.

Our Site may require you to accept “session cookies” in order to access and utilize the Site. “Session cookies” are cookies that are stored in your browser and passed back to the server whenever a request for a new page on the site is made. The session cookie is never saved or written to disk. It is discarded when the browser exits, when you log out of the Site, or when you have not visited a page on the Site for a given period of time, for example 60 minutes. Most web browsers automatically accept session cookies, but most browsers also allow you to configure your web browser to refuse them or to notify you before a cookie is set. If you do not allow session cookies to be set, you may not be able to use this Site, access the full content otherwise available through the Site and/or use the full features and functionality of the Site.

Our Site may also use “persistent cookies” to provide end-user efficiencies such as remembering end-user Site preferences, automatically filling in standard information on return visits, and so-forth. As opposed to the session cookies discussed above, persistent cookies are not required to access and utilize the web site, but if you configure your browser so that it does not

accept cookies from this web site, you may be prompted to provide certain information or choose certain options each time you visit the Site.

Google Analytics. The Site may use Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies" to help the website analyze how users use and view the Site. Any information generated by the cookie about your use of the Site (including your IP address, and particulars about your browser and configuration as reported by your browser) may be transmitted to and stored by Google on servers in the United States. Please note any information collected by Google Analytics cookies do not include personalized identification information (such as names, e-mail addresses, and payment information). Google may use the information collected for the purpose of enabling us to evaluate your use of the Site, certain aspects of your user experience on our Site, compiling reports on Site activity for us and providing other services relating to Site activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. More information on the Google Analytics cookies are available from Google at <https://developers.google.com/analytics/devguides/collection/analyticsjs/cookie-usage>.

Do Not Track Disclosure

Do Not Track ("DNT") is a privacy preference that you can set in certain web browsers. When you turn on DNT, the browser may send a signal or other message to web services requesting that they not track you. At this time, our information collection practices will continue to apply as described in this Policy, regardless of any DNT signals that are sent by certain browsers or selected by you. For more information about DNT, please visit AllAboutDNT.org.

Links and Internet Based Advertising

The Site may provide hyperlinks to other sites on the internet. The other sites so linked have not been reviewed by us and are maintained by third parties over which we exercise no control. We expressly disclaim any responsibility for the (i) content or accuracy of information contained on such linked sites; (ii) quality of any product or Service provided by or advertised by any linked site; and (iii) the privacy practices or the content of such web sites. We neither endorse nor make any representation regarding any linked site and we advise you to check the privacy policies of such other sites.

We may participate in interest-based advertising (IBA), also known as Online Behavioral Advertising. We may use third-party advertising companies and networks to display ads tailored to your individual interests based on how you browse and shop online when you visit our Site and across other sites to serve you our advertisements across the Internet and through other channels. Some of these networks may be members of the Network Advertising Initiative ("NAI") or participate in the Digital Advertising Alliance's ("DAA") Self-Regulatory Program. To learn more about your choices relating to members of the NAI visit their website at <http://www.networkadvertising.org/choices/#completed>. To learn more about your choices relating to networks that participate in the DAA Program, please visit <http://www.aboutads.info>.

Security

We seek to use reasonable organizational, technical, and administrative measures designed to protect personal information under our control. Unfortunately, no data transmission over the Internet or data storage system can be guaranteed to be 100% secure. Therefore, although we take such commercially reasonable measures to protect your information, we cannot ensure the security of any information you transmit to us and you do so at your own risk.

California Privacy Rights

If you are a California resident and use the Site, you have the right to request information from us regarding the manner in which we share certain categories of your Personal Information with third parties, for the third parties' direct marketing purposes. California Civil Code § 1798.83 provides you with the right to submit a request to us and receive the following information:

- The categories of Personal Information we disclose to third parties for the third parties' direct marketing purposes during the preceding calendar year;
- The names and addresses of third parties that received such information; and
- If the nature of a third party's business cannot be reasonably determined from the third party's name, examples of the products or services marketed.

Please see our contact information below to make such a request.

As stated herein, our Site is a "general audience" website and not directed toward children. However, certain areas of our Site may contain interactive features that allow registered users to post content or information (the "**Interactive Services**"). If any of our Interactive Services are either: (1) directed toward California residents under the age of eighteen (18); or (2) if we have actual knowledge that a registered user of the Interactive Services is a California resident under the age of eighteen (18), we will permit such registered user to remove (if applicable) or request that we remove or anonymize such content or information as posted by the registered user, to the extent required by California Business and Professions Code § 22581. If you are under the age of eighteen (18) and would like to request the removal or anonymization of content or information you have posted on or to our Interactive Services, please see our contact information below to make such a request.

Children's Online Privacy Protection Act of 1998

We comply with the Children's Online Privacy Protection Act of 1998. The Site is not directed to individuals under the age of thirteen (13), and we request that such individuals not provide personal information through the Site. If you are under 13 years of age, you may browse our Site; however, you may not provide personal information to us. For example, you cannot register or make a purchase. This policy is designed to protect children. For more information about this federal law and about children's privacy, visit the Federal Trade Commission. If you register or do business with us and we discover that you are under 13, we will delete such registration and terminate any business relationship. If you are under 13 and want to make a purchase, please ask a parent or guardian to place the order for you. If you have questions concerning our information practices with respect to children, or if you believe a child under the age of 13 has provided us with personal information, please contact us as further set forth below.

Opt-Out

You may unsubscribe to future e-mail communications from us by clicking on the unsubscribe link provided in our e-mail communications. You may unsubscribe to text communications from us by responding STOP to any marketing text message you receive from us. Regardless of your decision to opt-out of future e-mail or text communications, we may still contact you to respond to an inquiry, regarding transactions and for transactional purposes (e.g., information, service/reminder notices and account maintenance).

Contacting the Site; Your Information

If you have any questions about this Policy, the practices of the Site, or your dealings with the Site, you can contact:

Footbridge for Families, Inc.
541 Glen Arden Drive
Pittsburgh, PA 15208
info@afootbridge.org