

MY FAMILY FORWARD TERMS OF SERVICE

Terms of Service Policy

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(THESE TERMS OF SERVICE WERE LAST UPDATED ON NOVEMBER 10, 2022)

OVERVIEW

This website (“Website”) is operated by My Family Forward, Inc. Throughout the site, the terms “My Family Forward”, “we”, “us” and “our” refer to My Family Forward, Inc. My Family Forward offers this Website, including all information, tools and services available from the Website to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our Website and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the Website, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content. If you live in any of the following countries or regions, additional terms may apply to you: Argentina, Australia, Brazil, Canada, China (for the purpose of these Terms, excluding Hong Kong, Macao and Taiwan), Colombia, Hong Kong, Japan, Korea, Philippines, all European countries (including specific terms for Austria, Belgium, France, Germany, Hungary, Italy, Poland, and Switzerland). These additional terms override the Terms below to the extent of any inconsistency.

Please read these Terms of Service carefully before accessing or using our Website. By accessing or using any part of the Website, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the Website shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our Website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Website following the posting of any changes constitutes acceptance of those changes, except to the extent prohibited by applicable law.

Our Website is hosted on Wix Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state, department or province of residence, or that you are the age of majority in your state, department or province of residence and you have given us your consent to allow any of your minor dependents to use the Website.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Website or Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your right to use the Website and Service.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the Website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 – OWNERSHIP OF CONTENT; LICENSE TO USE COMMENTS, FEEDBACK, IDEAS

All of the content on the Website - including text, software, scripts, code, designs, graphics, photos, sounds, music, videos, applications, interactive features, articles, news stories, sketches, animations, stickers, general artwork and other content ("Content") - is owned by My Family Forward or others we license Content from, and is protected by copyright, trademark, patent and other laws. We reserve all rights not expressly described in these Terms. All trademarks, service marks and trade names (e.g., the My Family Forward name and the "halo" design) are owned, registered and/or licensed by My Family Forward. You do not acquire a license or any ownership rights to any trademarks, service marks, or trade names through your access or use of the Website or Content.

You agree not to use, copy, edit, translate, display, distribute, download, transmit, sell, create derivative works of, or in any way exploit any Content without our prior written consent. Unauthorized use of the Content may constitute a breach of copyright, trademark or other intellectual property laws and may subject you to criminal or civil charges and penalties.

You understand that any comments, feedback, or ideas you send us are provided on a non-confidential basis and you grant to My Family Forward a perpetual, worldwide license to use all comments, feedback and ideas you may share with us, without notice, compensation or acknowledgement to you, for any purposes whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving products and services.

SECTION 4 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on the Website is not accurate, complete or current. The material on the Website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on the Website is at your own risk.

The Website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of the Website at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 5 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 6 - PRODUCTS OR SERVICES (IF APPLICABLE)

Certain products or services may be available exclusively online through the Website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy which may be viewed [here](#).

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or use of our Service to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on the Website is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 7 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made through our Website. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

SECTION 8 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 9 - THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on the Website may direct you to third-party Websites that are not affiliated with us but this does not mean we endorse, monitor or have any control over these third parties or their activities, which are subject to separate terms of use and privacy policies. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or Websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. You should carefully review any third party's sites and terms

of use and privacy policy. We are not responsible for the content, policies, or activities of third parties and you interact with third parties at your own risk. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 10 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (e.g., product reviews or contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 11 - PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy. [Click here to view our Privacy Policy.](#)

SECTION 12 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 13 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the Website or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 14 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

Some jurisdictions do not permit certain limitations or exclusions on liabilities, legal warranties and remedies, so these exclusions and limitations may not apply to you.

The Content, and the materials and products on this Website are provided "AS IS." My Family Forward is not making any promises of any kind, including about the Website's accuracy, adequacy, usefulness, reliability or otherwise. We do not guarantee that the Website will be uninterrupted or error-free, that any defects will be corrected, or that the Website is free of viruses or anything else harmful. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

To the fullest extent permitted by law, My Family Forward disclaims all warranties, express or implied, regarding the Website, Content, and any products or services you may obtain or access through the Website, including, but not limited to, implied warranties of title, merchantability, fitness for a particular purpose, durability and non-infringement.

You expressly agree that your use of, or inability to use, the service is at your sole risk. You are solely responsible for any damage to your device(s) resulting from accessing the Website, to the extent applicable law does not provide otherwise.

In no case shall My Family Forward, our directors, officers, members, managers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors (the "My Family Forward Parties") be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Service or any products procured using the Service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law. In connection with any damages arising from your use of the Website or any content it is your responsibility to stop using the Website. If we are found to be liable to you for any damage or loss which is in any way connected with your use of the Website or any Content, our liability shall not exceed U.S. \$100.00 or Euro 100.00 if you live in Europe.

SECTION 15 – INDEMNIFICATION AND RELEASE

Some jurisdictions do not permit certain limitations or exclusions on liabilities, legal warranties and remedies, so these exclusions limitations may not apply to you. You agree to indemnify, defend and hold harmless the My Family Forward Parties from any claim or demand, including, without limitation, attorneys' fees, arising from or relating in any way to your use of Content, your use of the Website or our Service, your conduct in connection with the Website or with other Website users, or any violation of these Terms of Use, any law or the rights of any third party. You, for yourself and on behalf of your heirs, estate, insurers, successors and assigns, hereby fully and forever release and discharge the My Family Forward Parties from any and all claims or causes of action you may have for damages relating in any way to your use of the Website or our Service.

SECTION 16 – RIGHTS TO ASSIGN, WAIVER, SEVERABILITY

My Family Forward may assign its rights and duties under these Terms to any party at any time without notice to you, unless notice to you is required by applicable law, but this will not affect your rights or our obligations under these Terms.

My Family Forward's failure to insist upon or enforce strict performance of these Terms is not a waiver of any of these Terms or My Family Forward's rights. Users should always assume these Terms apply. If any provision in these Terms is held invalid or unenforceable, the remainder of these Terms shall continue to be enforceable.

SECTION 17 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without

notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 18 - ENTIRE AGREEMENT

These Terms of Service and any policies or operating rules posted by us on the Website or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 19 - GOVERNING LAW

You agree that the Website is a passive platform and that My Family Forward operates solely based in Washington, USA, which does not give rise to personal jurisdiction over My Family Forward in jurisdictions other than Washington.

You agree that the Website, Terms, Privacy Policy, Service and any dispute between you and My Family Forward shall be governed in all respects by California law, without regard to choice of law provisions, and not by the 1980 U.N. Convention on Contracts for the International Sale of Goods.

Except where prohibited by applicable law, and without limitation to any statutory rights for consumers, you agree that all disputes, claims and legal proceedings directly or indirectly arising out of or relating to the Website or Service (including but not limited to the purchase of our products) shall be resolved individually, without resort to any form of class action, and exclusively in the state or federal courts located in San Jose County, California, USA.

You consent to waive all defenses of “lack of personal jurisdiction” and “inconvenient forum” with respect to venue and jurisdiction in the state and federal courts of San Jose County, California, USA. All claims shall be brought within one (1) year after the claim arises, except to the extent a longer period is required by applicable law.

SECTION 20 – ELECTRONIC COMMUNICATIONS

By using the Website, you agree to receive certain electronic communications from us, subject to applicable law. You agree that any notice, agreement, disclosure or other communication that My Family Forward sends you electronically will satisfy any legal communication requirements, including that such communications be in writing.

SECTION 21 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at support@myfamilyforward.org