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**Interactions with Others.** Through the Grow and Gather project, this Site provides a platform for individuals to coordinate their efforts to grow, gather and deliver clean and safe food products to us. We are not a party to, have no involvement or interest in, make no representations or warranties as to, and have no responsibility or liability with respect to any communications, transactions, interactions, disputes, or any relations whatsoever between you and any other person or organization, whether or not you found or otherwise interacted with such person or organization through, or as a result of your use of, this Site.

We cannot and do not confirm the identity of any person or organization using this Site. You agree that we may share your individual and/or organizational name and contact information with others using this Site. Although we or volunteer coordinators may share others' information with you, you agree that you are solely responsible for determining the identity and suitability of others with whom you may interact through, or as a result of using, this Site. We do not represent or warrant that this Site is sufficient to determine whether it is appropriate for you to interact with others. Further, we do not endorse any persons who use or register on this Site.

We do not investigate or verify any person or organization's reputation, conduct, morality, criminal background, or any information others may submit to this Site, and the burden is on you to investigate the legitimacy of any organization, individual, volunteer coordinator, volunteer grower, or volunteer gatherer. In this regard, please be aware of scammers, and note that the Grow and Gather service opportunities and/or gardening, gleaning, pruning, delivery or other projects presented through this Site or by volunteer coordinators are intended to give you the chance to help others by donating your time and efforts (and possibly tools and equipment, if appropriate, for example, in the planting, cultivating, pruning, weeding, harvesting, and delivery of produce). If, however, any person or organization you encounter through this Site requests that you contribute money, you should notify us immediately, as this is contrary to our policy and the purpose of this Site.

**User Content.** The services provided on this Site may allow you to post content relating to service and volunteer opportunities. That content may include images, descriptions, files, trademarks, service marks, tradenames, personal data, and other content or information (any such materials a user submits, posts, displays, or otherwise makes available on this Site is referred to as "User Content"). You retain full ownership of all your User Content and can request (at any time) that we remove it from this Site or our volunteer coordinator email lists. We reserve the right to refuse to accept, or to remove from this Site, any User Content for any reason, such as if we believe that it may subject us to legal liability or that it may violate these Terms of Use.

You agree not to post User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other

loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking them for personally identifiable information, or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal; (vii) contains any information or content that you do not have a right to make available under any law, including data protection law, or due to any contractual or fiduciary relationship; (viii) contains any information or content that you know or believe is not correct and current; or (ix) promotes, or otherwise incites, discrimination, racism, bigotry, hatred, or physical harm of any kind against any group or individual.

You agree not to use this Site (including without limitation any project to grow, gather, donate and/or deliver produce to us) to do anything unlawful, misleading, malicious, unsafe, reckless, negligent or discriminatory, and you understand and agree that your failure to comply with this provision may lead to your loss of access to the Site and its volunteer opportunities.

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To the extent permitted by applicable laws, we assume no responsibility and we assume no liability for any User Content that you or any other user or third party posts on this Site. You shall be solely responsible for your User Content and the consequences of posting or publishing it, and you agree that we are only acting as a passive conduit for the online display of your (and others') User Content. You

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**No Control Over Third Parties.** No service opportunities, meetings, events, organizations, or individuals listed on this Site are controlled by us, and individuals participating with such do so at their own risk.

Remember, this Site is just a platform that enables you to register to coordinate with other volunteers. We cannot be responsible for the interactions that you have with other individuals on, through, or as a result of your use of this Site, so please use good judgment and keep safety in mind when you use this Site.

Because this Site is merely a platform, in the event that you have a dispute with one or more persons or organizations, you release us (and our officers, directors, members, employees, agents, volunteers, and affiliates) from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

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We believe that those who make information available on the Internet expect that it will be publicly and widely available. Therefore, we believe that linking to other websites and

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**Indemnity.** You shall defend, indemnify, and **hold harmless** us (and each of **our officers**, directors, members, employees, agents, volunteers, and affiliates) from any claim, demand, action, damage, loss, cost, or expense, including, without limitation, reasonable attorneys' fees, arising out of or relating to your use of, or your participation in services provided or arranged through, this Site that violates these Terms of Use. Further, if you are using this Site on behalf of any entity, you represent and warrant that such entity agrees to indemnify you and us for violations of these Terms of Use in accordance with this Section. If you are obligated to indemnify us, we will have the right, in our sole and unfettered discretion, to control any action or proceeding and determine whether we wish to settle it, and if so, on what terms.

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