

Terms of Use

The Supply Crate website agreement between user and the Supply Crate

The Supply Crate Web Site is comprised of various Web pages operated by The Supply Crate. The Supply Crate Web Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of The Supply Crate Web Site constitutes your agreement to all such terms, conditions, and notices.

Modifications of the terms of use.

The Supply Crate reserves the right to change the terms, conditions, and notices under which The Supply Crate Web Site is offered, including but not limited to the charges associated with the use of The Supply Crate Web Site.

Links to third party sites.

The Supply Crate Site may contain links to other Web Sites (“Linked Sites”). The Linked Sites are not under the control of The Supply Crate and The Supply Crate is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Supply Crate is not responsible for webcasting or any other form of transmission received from any Linked Site. The Supply Crate is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by The Supply Crate of the site or any association with its operators.

No unlawful or prohibited use.

As a condition of your use of the Supply Crate Web Site, you warrant to The Supply Crate that you will not use the Supply Crate Web Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Supply Crate Web Site in any manner that could damage, disable, overburden, or impair The Supply Crate or interfere with any other party’s use and enjoyment of The Supply Crate Web Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Supply Crate Web Sites.

Use of communication services.

The Supply Crate Web Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, “Communication Services”), you agree to use the Communication Services only to post, send and receive messages and material that are

proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines that may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

The Supply Crate has no obligation to monitor the Communication Services. However, The Supply Crate reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. The Supply Crate reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

The Supply Crate reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in The Supply Crate's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. The Supply Crate does not control or endorse the content, messages or information found in any Communication

Service and, therefore, The Supply Crate specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized The Supply Crate spokespersons, and their views do not necessarily reflect those of The Supply Crate.

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No compensation will be paid with respect to the use of your Submission, as provided herein. The Supply Crate is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in The Supply Crate ‘s sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

Liability Disclaimer

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Termination / Access Restriction

The Supply Crate reserves the right, in its sole discretion, to terminate your access to The Supply Crate Web Site and the related services or any portion thereof at any time, without notice. GENERAL To the maximum extent permitted by law, this agreement is governed by the laws of the State of California, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in Orange County, California, U.S.A. in all disputes arising out of or relating to the use of The Supply Crate Web Site. Use of The

Supply Crate Web Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and The Supply Crate as a result of this agreement or use of The Supply Crate Web Site. The Supply Crate 's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of The Supply Crate 's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Supply Crate Web Site or information provided to or gathered by The Supply Crate with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and The Supply Crate respect to the Supply Crate Web Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user The Supply Crate with respect to the Supply Crate Web Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

Trademarks

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The example companies, organizations, products, people and events depicted herein are fictitious. No association with any real company, organization, product, person, or event is intended or should be inferred.

Any rights not expressly granted herein are reserved.

Miscellaneous

1. I am 18 years of age or older.
2. I understand that supplycrate.org does **NOT** become involved in the transaction between parties and does not certify, investigate, or in any way guarantee the legal capacity of any party to transact.

3. I am responsible for obeying all applicable enforcement mechanisms, including, but not limited to Federal, State, Municipal, Tribal Statutes, Rules, Regulations, Ordinance, and Judicial Decisions, any applicable Executive Orders, including compliance with all applicable licensing requirements.
4. I understand and acknowledge that supplycrate.org is not affiliated and does not supply, endorse, or otherwise any Recipients or Donors – more specifically I understand supplycrate.org is an online tool to connect Donors and approved Recipients.
5. I will not use supplycrate.org for any illegal purpose.
6. Supplycrate.org and its staff have the sole discretion to determine my application.
7. I will not abuse or overburden supplycrate.org's core functions by submitting false applications, submitting or cause to submit more than one application in succession, or use any software for automated application submission.
8. I agree that supplycrate.org have the discretion in barring me from further use or application.
9. I take full responsibility for my actions whilst using supplycrate.org. I also take responsibility for any and all of my actions related to, or resulting from, my use of supplycrate.org. I further agree that I am solely responsible for any and all consequences of my actions.
10. I agree to INDEMNIFY AND HOLD HARMLESS Supplycrate.org, all of its owners, directors, employees, agents for any and all loss, harm, damage, costs, liability, and expense caused to them or others, whether intentionally or unintentionally, by my use of Supplycrate.org, including but not limited to direct or indirect results of violations of any and all applicable laws – including but not limited to negligence, tort, fraud, conversion, battery, breach of contract.
11. Supplycrate.org may make changes to the terms at any time without notifying me. As a user, I am solely responsible for reading the most current version of the terms and conditions.
12. By using Supplycrate.org I am explicitly agreeing to the above terms and further certify that I have read, and completely agree, to be legally bound by Supplycrate.org Terms of Use.