

Easterseals PORT Health
Terms of Service
Last revised on: March 9, 2026

1. INTRODUCTION

These Terms of Service (“**Terms**”), which we may update from time to time, apply to your access and use of Easter Seals UCP North Carolina & Virginia, Inc., d/b/a Easterseals PORT Health’s website, located at <https://eastersealsport.com/> (the “**Site**”) and the volunteer and donation services made available on the Site (collectively, with the Site, the “**Services**”). Certain features of the Services may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with or before use of such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

THE TERMS TOGETHER WITH OUR PRIVACY TERMS (available at www.eastersealsport.com/privacy-practices) (the “**Privacy Terms**”) CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN EASTERSEALS PORT HEALTH AND YOU (“**you**”) THAT GOVERNS YOUR ACCESS AND USE OF THE SERVICES. BY SIGNING UP FOR AN ACCOUNT AND/OR ACCESSING, REGISTERING FOR, OR USING THE SERVICES, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE PRIVATE, PUBLIC, OR GOVERNMENTAL ENTITY THAT YOU REPRESENT (your “**Organization**”)), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ORGANIZATION) AND ABIDE BY THEM. YOU MAY NOT ACCESS OR USE THE SERVICES OR ACCEPT THE TERMS UNLESS YOU ARE THE AGE OF CONSENT IN YOUR JURISDICTION AND YOU CAN ENTER INTO BINDING CONTRACTS. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE SITE OR SERVICES.

2. AGE RESTRICTION

By accessing or using the Services you represent that you: (a) are at least eighteen (18) years of age; (b) are registered to the extent required, and have not been previously restricted, suspended or terminated by Easterseals PORT Health; and (c) are not using another authorized user’s account without that person’s permission.

3. TERMINATION; CANCELLATION

3.1 Term and Termination; Cancellation. Subject to this Section, these Terms will remain in full force and effect while you access or use the Services. Easterseals PORT Health will automatically terminate these Terms in the event you breach any of these Terms. Termination will be effective without notice. You may terminate these Terms at any time by ceasing to use the Services.

3.2 Suspension; Termination of Use of Services. We may suspend or terminate your rights to use the Services (including your Account) at any time as necessary for us to comply with applicable law and/or if we reasonably believe that your or your Organization’s use of the Services violates these Terms.

3.3 Survival. Sections 1, 3, 6.3, 6.4, 7, 8, 9, 10, 11, and 12 shall survive termination of the Services or your use or access to the Services.

4. ACCOUNTS

4.1 Account Creation. To use certain portions of the Services, you must register for an account (“**Account**”) and/or provide certain information about yourself as prompted by the applicable registration form. If an Account is required, you may not select a username intended to impersonate another person or entity that is subject to the rights of another person or entity, or that is obscene or vulgar. We reserve the right to refuse or cancel registration of any username in our sole discretion. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you have obtained all proper consents to provide such information, including personal information, and (c) you will maintain the accuracy of such information. Easterseals PORT Health may suspend or terminate your Account in accordance with Section 3 of these Terms. You acknowledge and agree that you shall have no ownership or other property interest in your account and/or user name, and you further acknowledge and agree that all rights in and to your user name and account are and shall forever be owned by and inure to the benefit of Easterseals PORT Health.

4.2 Account Responsibilities. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You acknowledge and agree that the account is intended solely for use by you. You may not permit any other individual or entity to access or use the Account. You are solely responsible for all activity conducted through the Account. You agree to immediately notify Easterseals PORT Health of any unauthorized use or suspected unauthorized use of your Account or any other breach of security. You will not share your Account password or any security questions with any other individual or entity. Easterseals PORT Health cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

4.3 Background Checks for Volunteer Services. Certain volunteer services offered through the Services may require a background check prior to participation. Where applicable, you agree to undergo and successfully pass a background check before engaging in such services. Easterseals PORT Health may require that the background check be conducted through its preferred provider, or, where mutually agreed, you may use an alternative provider. In either case, you must provide satisfactory proof of completion and clearance. Easterseals PORT Health reserves the right to determine, in its sole discretion, whether the results of any background check meet the requirements for participation.

5. VOLUNTEER SERVICES

Volunteer services may be subject to additional terms and conditions. Volunteers are not employees or agents of Easterseals PORT Health and are not entitled to compensation or benefits.

6. ACCESS TO THE SERVICES

6.1 Certain Restrictions. The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services, whether in whole or in part, or any content displayed on the Services; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access or use the Services in order to build a similar or competitive website, product, or service; (d) you shall not access or use the Site or Services for any timesharing or service bureau purposes or to otherwise provide the Services, in whole or in part, to a third party; and (e) except as expressly stated herein, no part of the Site or Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Site or Services shall be subject to these Terms. All copyright and other proprietary notices on the Site (or on any content displayed on the Site) or the Services must be retained on all copies thereof. If you access the Services from outside the United States, you are responsible for compliance with foreign and local laws. Easterseals PORT Health does not provide services to governments, governmental agencies, businesses, individuals, other groups, or any of their agents that are subject to U.S. trade sanctions. By using the Services, you represent and warrant that you are not subject to any U.S. trade sanctions.

6.2 Discontinuation, Modification and Suspension. Easterseals PORT Health reserves the right, at any time, to discontinue, modify or suspend the Services (in whole or in part) with or without notice to you. You agree that Easterseals PORT Health will not be liable to you or to any third party for any discontinuation, modification or suspension of the Site, the Services, or any part thereof. Easterseals PORT Health also reserves the right to limit the availability of the Services or the provision of the Site to any person, organization, geographic area, or jurisdiction, at any time and in its sole discretion.

6.3 Ownership. You acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site, the Services, and its content are owned by Easterseals PORT Health or Easterseals PORT Health's suppliers. Neither these Terms (nor your access to the Site or Services) transfers to you or any third party any rights, title, or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in these Terms. Easterseals PORT Health and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

6.4 Feedback. You are under no duty to provide any suggestions, enhancement requests, or other feedback regarding the Services ("**Feedback**"). If you choose to offer Feedback to us, you hereby grant us a perpetual, irrevocable, non-exclusive, worldwide, fully paid, sub-licensable (at unlimited number of levels), assignable license to incorporate Feedback into the Services or otherwise use any Feedback we receive from you solely to improve our products and services, provided that such Feedback is used in a manner that is not attributable to you. You also irrevocably waive in favor of us any moral rights which you may have in such Feedback pursuant to applicable copyright law. We acknowledge that any Feedback is provided on an "as-is" basis with no warranties of any kind. We will treat

any Feedback you provide to us as non-confidential and non-proprietary. You agree that you will not submit to us any information or ideas that you consider to be confidential or proprietary.

7. ACCEPTABLE USE POLICY. THE FOLLOWING TERMS CONSTITUTE OUR “ACCEPTABLE USE POLICY”:

(a) You agree not to use the Site or Services to collect, upload, transmit, display, or distribute any content that: (i) violates any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) is unlawful, fraudulent, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) is harmful to minors in any way; (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party; (v) falls within the definition of “Protected Health Information” under the HIPAA Privacy Rule (45 C.F.R. Section 164.051); or (vi) falls within the definition of “Nonpublic Personal Information” under the Gramm-Leach-Bliley Act.

(b) In addition, you agree not to: (i) upload, transmit, or distribute to or through the Services any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Services unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Services to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Services, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Services (or to other computer systems or networks connected to or used together with the Site and/or Services), whether through password mining or any other means; (vi) harass or interfere with any other user’s use and enjoyment of the Site or Services; or (vii) use software or automated agents or scripts to produce multiple accounts on the Services, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Site.

7.2 Enforcement. We reserve the right (but have no obligation) to review, refuse and/or remove any content in our sole discretion, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include terminating your Account in accordance with Section 3, and/or reporting you to law enforcement authorities.

8. INDEMNIFICATION

You agree to indemnify, defend (subject to Easterseals PORT Health’s right to exclusively assume the defense at your sole cost and expense), and hold Easterseals PORT Health and its officers, employees, suppliers, licensors, agents, successors, and assigns (collectively, the “**Easterseals PORT Health Indemnitees**”) harmless, including costs and attorneys’ fees, from any claim or demand made by any third party arising out of, in connection with, or related to: (a) your use of the Services; (b) your violation of these Terms; (c) your violation of applicable laws or regulations, including privacy laws; (d) your infringement or alleged infringement of any intellectual property, proprietary, privacy, or other rights of any other person or entity; and (e) your use of any Third-Party Links (defined below). We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify the Easterseals PORT Health Indemnitees, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without our prior written consent, which we may withhold in our sole and exclusive discretion. We will use commercially reasonable efforts to notify you of any such claim, action, or proceeding within a commercially reasonable time upon becoming aware of it.

9. THIRD-PARTY LINKS; OTHER USERS; RELEASE

9.1 Third-Party Links. The Site may contain links to third-party websites and services (collectively, “**Third-Party Links**”). Such Third-Party Links are not under the control of Easterseals PORT Health, and Easterseals PORT Health is not responsible for any Third-Party Links. Easterseals PORT Health provides access to these Third-Party Links only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links. You use all Third-Party Links at your own risk and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links, the applicable third party’s terms and policies apply, including the third party’s privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction, use, or agreement in connection with such Third-Party Links and third parties.

9.2 Release. You hereby release and forever discharge Easterseals PORT Health (and our affiliates, officers, employees, agents, suppliers, licensors, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site (including any interactions with, or act or omission of, other Site users or any Third-Party Links) except to the extent caused directly by our willful or intentional misconduct. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." AND TO THE EXTENT APPLICABLE, CORRESPONDING RIGHTS UNDER ANY SIMILAR LAW, RULE, OR REGULATION OF ANY OTHER JURISDICTION.

10. DISCLAIMERS

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND "WITH ALL FAULTS," AND WE (AND OUR SUPPLIERS AND LICENSORS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, SATISFACTORY QUALITY, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS AND LICENSORS) MAKE NO WARRANTY THAT THE SERVICES OR THE USE AND RESULTS THEREOF WILL MEET YOUR OR ANY THIRD PARTY'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

OUR AFFILIATES, SUPPLIERS, AND LICENSORS ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS SECTION.

11. LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EASTERSEALS PORT HEALTH (OR OUR SUPPLIERS OR LICENSORS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST DATA, CORRUPTION OF DATA, INACCESSIBILITY OF DATA, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, COSTS OF OBTAINING SUBSTITUTE MATERIALS OR SERVICES, ANY FAILURE, INTERRUPTION, OR DELAY (INCLUDING THE USE OF OR INABILITY TO USE ANY COMPONENT OF THE PROGRAM OR PROGRAM RESOURCES), OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND RELATED TO, IN CONNECTION WITH, OR ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE ANY SERVICES REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, LAW, EQUITY OR OTHERWISE, EVEN IF EASTERSEALS PORT HEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE AND SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OR INACCESSIBILITY OF DATA RESULTING THEREFROM.

YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES IS TO DISCONTINUE USING THE SERVICES OR ACCESSING THE SITE. IN NO EVENT SHALL EASTERSEALS PORT HEALTH'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION OF ANY KIND OR NATURE WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, LAW, EQUITY, OR OTHERWISE, EXCEED \$1.00. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. IN NO EVENT SHALL EASTERSEALS PORT HEALTH BE LIABLE FOR ANY DAMAGES BASED UPON THE ACCURACY, COMPLETENESS SECURITY, RELIABILITY, AVAILABILITY, OR ERRORS OF THE SERVICES OR THE OUTPUT OF THE SERVICES OR FOR THE COST OF

PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. YOU ACKNOWLEDGE THAT EASTERSEALS PORT HEALTH HAS ENTERED INTO THESE TERMS IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THESE TERMS, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND US. YOU AGREE THAT OUR SUPPLIERS AND LICENSORS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THESE TERMS.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

12. GENERAL

12.1 Changes. These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on the Site. You are responsible for providing us with your most current e-mail address. If the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. The date that these Terms were last revised is set forth above. Continued use of our Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

12.2 Export. The Site may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Easterseals PORT Health, or any products utilizing such data, in violation of the United States export laws or regulations.

12.3 Electronic Communications. The communications between you and Easterseals PORT Health use electronic means, whether you use the Site or send us emails, or whether Easterseals PORT Health posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Easterseals PORT Health in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Easterseals PORT Health provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in a hardcopy writing. The foregoing does not affect your non-waivable rights.

12.4 License to Public Agencies. To the extent that any provision contained in these Terms would be prohibited or unenforceable pursuant to any binding determination of any State Attorney General's office or any other binding directive or guidance of any governmental authority of applicable jurisdiction, such provision shall be deemed null and of no effect, and shall not impact the enforceability of any other provision of these Terms.

12.5 Miscellaneous Terms. These Terms, the Privacy Terms, and any order forms or other payment obligations you enter into with us constitute the entire agreement between you and us regarding the use of the Services. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The words "include," "includes," and "including" are hereby deemed to be followed by the phrase "without limitation." The word "will" is hereby deemed to be construed to have the same meaning and effect as the word "shall." The term "or" will be interpreted in the inclusive sense commonly associated with the term "and/or." Any definition of or reference to any agreement, instrument, or other document herein will be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein). References to any specific law, rule or regulation, or section or other division thereof, will be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Easterseals PORT Health is that of an independent contractor, and neither party is an agent or partner of the other. You acknowledge and agree that in no event shall Easterseals PORT Health owe you any enhanced or special duties, express or implied, in fact or by law, whether referred to as a special relationship or fiduciary relationship or otherwise. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Easterseals PORT Health's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Easterseals PORT Health may freely assign these Terms without your prior consent. The terms and conditions set forth in these Terms shall be binding upon assignees. You agree that for any document or electronic information delivered through the Services that by "clicking" on the designated spaces in or relating to such document shall be deemed to be "in writing" and to have been

"signed" and delivered for all purposes by you. Any record of such confirmation (including electronic records) shall be deemed to be "in writing." You further agree that you shall not contest the legally binding nature, validity or enforceability of any document or confirmation based on the fact that it has been executed by "clicking" on the designated spaces and expressly waives all rights you may have to assert such a claim.

12.6 Force Majeure. We shall not be responsible to you, your Organization, or any third party entity or individual for any delay or failure in any performance due to acts of God, war, warlike conditions, blockade, embargoes, riots, government action, labor disturbances, unavailability of anticipated usual means of supplies, wrecks, epidemics, pandemics, quarantine, fire, flood, earthquake, explosion, any unforeseen change in circumstances, or any other causes beyond our commercially reasonable control.

12.7 Copyright/Trademark Information. All trademarks, logos, copyrighted materials and service marks ("**Marks**") displayed on the Site or within the Services are our property or the property of third parties. You are prohibited from using these Marks without our prior written consent or the consent of such third party which may own the Marks.

12.8 Contact Information.

Easter Seals UCP North Carolina & Virginia, Inc., d/b/a Easterseals PORT Health
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