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UpLift Housing Network 's products and services are provided by UpLift Housing Network, Inc. These terms and conditions of use ("Terms") govern your use of UpLift Housing Network 's websites, and any related products and services (collectively, the "Services"), so please read them carefully. By accessing this website or using the Services, you are agreeing to the Terms, UpLift Housing Network 's Privacy Policy and any other policies posted by UpLift Housing Network on this website.

1. Using our services.

You may use our Services only if you can form a binding contract with UpLift Housing Network. No use of the Services is permitted by those under the age of majority in their state of residence. In no event is use of the Services permitted by those under the age of 18. If you are using the Services on behalf of any entity, then you are agreeing to the Terms on behalf of that entity.

2. Intellectual Property.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. Except in the context of browsing or accessing our Services in accordance with these Terms, you may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These Terms do not grant you the right to use any branding or logos used in our Services. Do not remove, obscure, or alter any legal notices displayed in or along with our Services.

3. Mobile Application License.

Some of our Services may be available on mobile devices and these Terms apply to your use of our Services on such devices. If you are accessing the Services via a mobile application (the "Application"), we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the Application on mobile devices owned and controlled by you, and to access and use the Services on those devices. You agree to only use the Application for the purpose for which it was designed and intended, and, unless such restrictions are prohibited by law, not to reverse engineer or decompile the Application, attempt to do so, or assist anyone in doing so. Do not use our Services on any mobile device in a way that distracts you and prevents you from obeying traffic or safety laws.

4. Website Content.

Our Services may display both UpLift Housing Network -created content and content that is not created or developed by UpLift Housing Network. We may review third party-content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies

or the law. But we do not routinely screen third-party content that is published via our Services. We cannot guarantee the accuracy, adequacy or quality of any such content, or the qualifications of those posting it.

5. User Contributions.

If you post or link to content ("User Content") on our website while using any part of the Services, you automatically grant, and you represent and warrant that you have the right to grant to UpLift Housing Network, an unrestricted, unconditional, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right and license to host, use, copy, reproduce, disclose, sell, resell, publish and distribute the User Content for any purpose in any form. UpLift Housing Network, in its sole discretion, has the right to preview, edit, change, or delete User Content.

6. Copyright.

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act.

If you believe that any material on the Site infringes upon any copyright which you own or control, you may file a DMCA Notice of Alleged Infringement with UpLift Housing Network 's Designated Copyright Agent:

UpLift Housing Network Copyright Agent

2358 University Avenue, #440, San Diego, CA 92104

email: tom@uplifthousing.org

7. Software.

Some of our Services may allow you to download client software ("Software") which may update automatically; you agree that these Terms will apply to such upgrades. So long as you comply with these Terms, we give you a limited, nonexclusive, nontransferable, revocable license to use the Software, solely to access the Services. To the extent any component of the Software may be offered under an open source license, we will make that license available to you and the provisions of that license may expressly override some of these Terms. Unless the following restrictions are prohibited by law, you agree not to reverse engineer or decompile the Services, attempt to do so, or assist anyone in doing so.

8. Disclaimers.

While UpLift Housing Network strives to provide quality Services and Software, there are some things that we cannot guarantee. You acknowledge that our Services and Software might include third party data and contributions, that there are certain inherent limitations to the accuracy or currency of such information and data, that

our Services and Software may be incomplete, may contain inaccuracies, or may be based on opinion. UpLift Housing Network DOES NOT SCREEN SUCH INFORMATION FOR ACCURACY OR RELIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, UpLift Housing Network AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES AND SOFTWARE. THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS." UpLift Housing Network ALSO DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

9. Limitation of liability.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL UpLift Housing Network OR ANY OF ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS, OR ANY OF THEIR RESPECTIVE DIRECTORS, EMPLOYEES AND AGENTS, BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES AND SOFTWARE. TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF UpLift Housing Network, AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIM ARISING OUT OF OR RELATING IN ANY MANNER TO THE USE OF THE SERVICES, IS LIMITED TO THE AMOUNT YOU PAID US, IF ANY, TO USE THE SERVICES TO WHICH SUCH CLAIM RELATES IN THE 12 MONTH PERIOD PRECEDING THE FILING OF SUCH CLAIM. IN THE INTEREST OF CLARITY, THIS LIMITATION ALSO APPLIES TO PREMIUM SERVICES.

10. User posted content & other interactive services or areas.

UpLift Housing Network may include interactive areas in which you may post content and information (the "User Content"). You retain all rights in, and are solely responsible for, the User Content you post. You are also solely responsible for your use of such interactive features, and use them at your own risk. We reserve the right to remove or modify User Content for any reason, including User Content that we believe violates these Terms or our policies.

When you post User Content to UpLift Housing Network, you give UpLift Housing Network and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content throughout the world in any media. To the extent such content is attached to a profile on the UpLift Housing Network platform, the foregoing license includes a right to reproduce your profile, and any name, likeness or photograph contained in such profile. If you submit feedback or suggestions about our Services, we may use your feedback or suggestions without obligation to you.

11. Indemnification.

You agree to defend, indemnify and hold harmless UpLift Housing Network, its corporate affiliates, independent contractors, service providers and consultants, and each of their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any User Content you post, store or otherwise transmit on or through the Services or your use of or inability to use the Services, including without limitation any actual or threatened suit, demand or claim arising out of or relating to the User Content, your conduct, your violation of these Terms or your violation of the rights of any third party.

12. **Modifications.**

UpLift Housing Network may revise these Terms from time to time, on a prospective basis, and we will always post the most up-to-date version on our website. If we determine, in our sole discretion, that a modification to these Terms materially affects your rights, we will notify you (by, for example, sending a message to your account email or posting on the UpLift Housing Network Blog). By using or continuing to use or access the Services after any revisions have come into effect, you agree to be bound by the revised Terms.

13. **Applicable law and venue.**

The laws of the State of California, excluding its conflict of law provisions, will apply to any disputes arising out of or relating to these Terms or the Services. All claims arising out of or relating to these Terms or the Services will be litigated exclusively in the state or federal courts located in San Diego County, California, and you and UpLift Housing Network consent to personal jurisdiction and exclusive venue in such courts.

14. **Termination.**

Notwithstanding any of these Terms, UpLift Housing Network reserves the right, without notice and in its sole discretion, to terminate your license to use the Services, and to block or prevent your access to and use of the Services. UpLift Housing Network reserves the right to refuse service to anyone for any reason at any time. In the event of termination of access to the Services for any reason, you have no right to obtain a copy of any data or communications you stored or effected via the Services, or any other data.

15. **Entire agreement.**

These Terms constitute the entire agreement between you and UpLift Housing Network with respect to the subject matter of these Terms, and supersede and replace any prior version of the Terms. These Terms create no third party beneficiary rights.

16. **Waiver, severability, and assignment.**

UpLift Housing Network 's failure to enforce a provision of these Terms is not a

waiver of its right to do so later. If any provision of these Terms is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable Term or Terms will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any attempt to do so will be void. UpLift Housing Network may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

17. Questions and contact information.

Any questions or comments about the Site or its contents should be directed tom@uplifthousing.org.