



User Agreement

Effective on January 1, 2022

Health & Help treats people living in places where it is difficult or impossible to get medical care. We become better people by helping others.

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1. Introduction

1.1 Contract

When you use our Health & Help website you agree to all of these terms. Your use of our website is also subject to our Privacy Policy, which covers how we collect, use, share, and store your personal information.

You agree that by registering, accessing or using our services (described below), you are agreeing to enter into a legally binding contract with Health & Help (even if you are using our website on behalf of a company). If you do not agree to this contract (“Contract” or “User Agreement”), do not access or otherwise use any of our web. If you wish to terminate this contract, at any time you can do so no longer accessing or using our website.

Services

This Contract applies to he-he.org and other Health & Help -related sites and other services that state that they are offered under this Contract (“Services”). Users of our Services are “Visitors”.

Health & Help

You are entering into this Contract with Health & Help, Inc. (also referred to as “we” and “us”).

This Contract applies to Visitors.

As a Visitor of our website, the collection, use and sharing of your personal data is subject to this Privacy Policy (reference) and updates.

1.2 Visitors

When you register, make donations, apply for a vacancy, or use our website, you become a “Visitor.”

1.3 Change

We may make changes to the Contract.



We may modify this Contract and our Privacy Policy from time to time. If we make material changes to it, we will provide you notice through our website, or by other means, to provide you the opportunity to review the changes before they become effective. We agree that changes cannot be retroactive. Your continued use of our website after we publish or send a notice about our changes to these terms means that you are consenting to the updated terms as of their effective date.

2. Obligations



2.1 Service Eligibility

Here are some promises that you make to us in this Contract:

You're eligible to enter into this Contract and you are at least our "Minimum Age." The Services are not for use by anyone under the age of 18.

To use the Services, you agree that you must be the "Minimum Age" (described below) or older.

"Minimum Age" means 18 years old. However, if law requires that you must be older in order for Health & Help to lawfully provide the Services to you without parental consent (including use of your personal data) then the Minimum Age is older than 18 years of age.

2.2 Donations

Donations made through the Services are complete and final. Charitable gifts to Health & Help and are not refundable. Health & Help is a tax-exempt public charity described in Section 501(c)(3) of the Internal Revenue Code. We use your donations according to our mission and bylaws.

2.3 Vacancies

In the "Vacancies" section we publish basic information about terms, conditions, and requirements for volunteer vacancies. Each vacancy includes only key information published in brief form to give you the main idea about the job. The detailed description for each vacancy is provided during personal interviews.

2.4 Notifications and messages

You agree that Health & Help will use its website and available contact information to deliver notifications and messages to you.

You agree that Health & Help will deliver notifications and messages to you in the following ways: (1) as part of the Services; (2) using the contact information you have provided (such as your email address or mobile phone number).

3. Rights and Limits



3.1 Service Availability

We may change or discontinue any Service prospectively.

We may change, suspend or discontinue any of our Services.

3.2 Limits

We have the right to limit how you connect and interact on our Services.

3.3 Intellectual Property Rights

We're providing you notice about our intellectual property rights.

Health & Help reserves all of its intellectual property rights in the Services. Trademarks and logos used in connection with the Services are the trademarks of their respective owners.

4. Disclaimer and Limit of Liability



4.1 No Warranty

This is our disclaimer of legal liability for the quality, safety, or reliability of our Services.

HEALTH & HELP AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTY ABOUT THE SERVICES, INCLUDING ANY REPRESENTATION THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND PROVIDE THE SERVICES (INCLUDING CONTENT AND INFORMATION) ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, HEALTH & HELP AND ITS AFFILIATES DISCLAIM ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, ACCURACY OF DATA, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.2 Exclusion of Liability

These are the limits of legal liability we may have to you.

TO THE FULLEST EXTENT PERMITTED BY LAW (AND UNLESS HEALTH & HELP HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT OVERRIDES THIS CONTRACT), HEALTH & HELP, INCLUDING ITS AFFILIATES, WILL NOT BE LIABLE IN CONNECTION WITH THIS CONTRACT FOR LOST PROFITS OR LOST BUSINESS OPPORTUNITIES, REPUTATION (E.G., OFFENSIVE OR DEFAMATORY STATEMENTS), LOSS OF DATA (E.G., DOWN TIME OR LOSS, USE OF, OR CHANGES TO, YOUR INFORMATION OR CONTENT) OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.

5. Termination



We are both able to terminate this Contract, but some rights and obligations survive.

Both you and Health & Help may terminate this Contract at any time with notice to the other. Upon termination, you lose the right to access or use the Services. The following shall continue despite termination:

Our rights to use and disclose your feedback;
Sections 4, 6, 7, and 8.2 of this Contract;
Any amounts owed by either party prior to termination remain owed after termination.

You can contact Health & Help at mailbox@he-he.org to close your account.



6. Governing Law and Dispute Resolution

In the unlikely event we end up in a legal dispute, you and Health & Help agree to resolve it in Washington DC courts using Washington DC law.



7. General Terms

Here are some important details about the Contract.

If a court with authority over this Contract finds any part of it unenforceable, you and we agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and we agree to ask the court to remove that unenforceable part and still enforce the rest of this Contract.

This Contract (including additional terms that may be provided by us when you engage with a feature of the Services) is the only agreement between us regarding the Services and supersedes all prior agreements for the Services.

If we don't act to enforce a breach of this Contract, that does not mean that Health & Help has waived its right to enforce this Contract. You may not assign or transfer this Contract (or your membership or use of Services) to anyone without our consent. However, you agree that Health & Help may assign this Contract to its affiliates or a party that buys it without your consent. There are no third-party beneficiaries to this Contract.

You agree that the only way to provide us legal notice is at the addresses provided in Section 9.



8. Health & Help “Dos and Don’ts”

Health & Help is a community of people who convened together with the idea to help and to become better. This list of “Dos and Don’ts” limit what you can and cannot do on our Services.

8.1. Dos

You agree that you will:

- Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
- Provide accurate information to us and keep it updated;
- Use the Services for a good purpose.

8.2. Don’ts

You agree that you will not:

- Develop, support or use software, devices, scripts, robots or any other means or processes (including crawlers, browser plugins and add-ons or any other technology) to scrape the Services or otherwise copy profiles and other data from the Services;
- Override any security feature or bypass or circumvent any access controls or use limits of the Service (such as caps on keyword searches or profile views);
- Copy, use, disclose or distribute any information obtained from the Services, whether directly or through third parties (such as search engines), without the consent of Health & Help;
- Violate the intellectual property or other rights of Health & Help, including, without limitation, (i) copying or distributing our learning videos or other materials or (ii) copying or distributing our technology, unless it is released under open source licenses;
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source;
- Imply or state that you are affiliated with or endorsed by Health & Help without our express consent;



- Monitor the Services' availability, performance or functionality for any competitive purpose;
- Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Services;
- Overlay or otherwise modify the Services or their appearance (such as by inserting elements into the Services or removing, covering, or obscuring an advertisement included on the Services);
- Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms).



9. How To Contact Us

For general inquiries, you may contact us online (reference to a contact form on the website).

For legal notices or service of process, you may write to us at mailbox@he-he.org.