

This Agreement sets forth the standards of use for the www.connect209.org website (the "Website"). This Agreement is intended to apply broadly and it governs any and all access and use of the Website and the information or content contained on the Website and/or the Applications, and all aspects of the Service (defined below).

By using the Website and/or Applications, you ("you" or "your") agree to this Agreement. If you do not agree to this Agreement, you may not use the Website or either of the Applications.

THIS AGREEMENT SETS FORTH LEGALLY BINDING TERMS AND GOVERNS YOUR ACCESS TO AND ALL USE OF THE WEBSITE AND/OR THE APPLICATION(S) AND THE INFORMATION OR CONTENT CONTAINED ON ANY ONE OR ALL OF THEM, AND ANY OF THE SERVICES (DEFINED BELOW). BY ACCESSING OR USING THE WEBSITE, THE APPLICATION(S) AND/OR THE INFORMATION OR CONTENT CONTAINED ON ANY ONE OF THEM, AND/OR ANY SERVICE (DEFINED BELOW), YOU ARE ACCEPTING THIS AGREEMENT AND YOU REPRESENT AND WARRANT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT, (2) YOU ARE AT LEAST 18 YEARS OLD, AND (3) YOU HAVE THE RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT. YOU MAY NOT ACCESS OR USE THE WEBSITE, EITHER OF THE APPLICATIONS AND/OR THE INFORMATION OR CONTENT CONTAINED ON ANY ONE OF THEM, AND/OR ANY SERVICE (DEFINED BELOW) IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE WEBSITE, EITHER OF THE APPLICATIONS AND/OR THE INFORMATION OR CONTENT CONTAINED ON ANY ONE OF THEM, AND/OR ANY SERVICE (DEFINED BELOW).

Your continued use of the Website, Application(s) and/or the content or information contained on any one of them, and/or any Service (defined below) is an acknowledgement and acceptance that neither the San Joaquin County Office of Education ("SJCOE"), nor any of its elected officials, officers, directors, employees, or representatives is a party to any Agreement you may enter into as a result of your use of the Website. Your continued use of the Website, the Application(s) and/or any volunteer service you may ultimately agree to provide to any party is an acknowledgement and acceptance by you that the SJCOE is not responsible for any acts or omissions related in any way to your use of the Website, the Application(s), or any volunteer service you may ultimately agree to provide as a result of your use of the Website.

SJCOE reserves the right, at any time, to modify, alter, or update this Agreement without prior notice. Modifications shall become effective immediately upon being posted in the Website and/or any Application. Your continued use of the Website, any Application and/or any volunteer service after amendments are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

1. DESCRIPTION OF SERVICE

Through the Website and/or the Application(s), SJCOE is providing you with information about potential volunteer service opportunities in the San Joaquin Valley that you may choose to engage in.

2. DISCLAIMER OF WARRANTIES.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE WEBSITE, the APPLICATION(S), THE INFORMATION OR CONTENT CONTAINED ON ANY OF THEM AND/OR ANY SERVICE IS AT YOUR SOLE RISK AND THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE, APPLICATIONS, AND ANY CONTENT OR INFORMATION PROVIDED BY ON ANY OF THEM AND/OR any SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND THE ME ENTITIES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE WEBSITE AND THE APPLICATIONS, THE INFORMATION CONTAINED ON ANY OF THEM AND/OR ANY SERVICE EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT. THE me entities DO NOT WARRANT THAT THE WEBSITE, THE APPLICATIONS, ANY CONTENT PROVIDED BY ANY OF THEM AND/OR ANY SERVICE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE WEBSITE AND/OR THE APPLICATIONS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE WEBSITE, THE APPLICATIONS AND/OR THE INFORMATION CONTAINED ON ANY OF THEM WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SJCOE OR ITS AUTHORIZED REPRESENTATIVES OR ANY EMPLOYEE OF SJCOE WILL CREATE A WARRANTY.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SJCOE THROUGH THE WEBSITE AND/OR THE APPLICATIONS, THE INFORMATION CONTAINED ON ANY OF THEM AND/OR the SERVICE, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

THE FOREGOING EXCLUSIONS SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THE WEBSITE, THE APPLICATION(S) AND/OR THE INFORMATION AND CONTENT PROVIDED BY ANY OF THEM AND/OR ANY SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, AND THEREFORE IN SUCH INSTANCES, THE ABOVE-REFERENCED EXCLUSION IS INAPPLICABLE.

3. LIMITATION OF LIABILITY

YOU UNDERSTAND THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, SJCOE SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, AND IN PARTICULAR SJCOE SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT,

CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, OR DAMAGES FOR INJURIES, DEATH, LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THE WEBSITE, THE APPLICATIONS OR THE INFORMATION CONTAINED ON ANY OF THEM, OR ANY VOLUNTEER SERVICE, WHETHER SUCH DAMAGES ARISE IN CONTRACT, WARRANTY, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF SJCOE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS ARE INAPPLICABLE.

4. INDEMNIFICATION

You agree to indemnify and hold SJCOE harmless from any claims, demands, liabilities, damages, losses, and expenses, including, without limitation reasonable attorneys' fees and costs, made by any third party due to or arising out of or connected in any way with your use of the Website, the Application(s) and/or any information or content provided on any of them, and any volunteer service. The indemnification obligations under this Section shall survive the termination or expiration of this Agreement or your use of the Website, the Application(s) and/or any volunteer service you perform.

5. GOVERNING LAW AND JURISDICTION

THE PARTIES AGREE THAT THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ITS CONFLICT OF LAW RULES, GOVERN THIS AGREEMENT AND ANY DISPUTES BETWEEN YOU AND SJCOE.

6. THIRD-PARTY SITES, MOBILE APPLICATIONS AND INFORMATION

The Website and/or the Application(s) may include links to other mobile applications and sites on the Internet that are not owned and operated by SJCOE. You acknowledge that SJCOE is not responsible for the accuracy or availability of, or the content located on or through, any third-party mobile application or site. Links to such mobile applications and sites do not imply any endorsement, ownership, control, authorization or sponsorship by SJCOE of such mobile applications or sites, or the content, or volunteer services available from such mobile applications or sites. You acknowledge sole responsibility for and assume all risk arising from your use of any such mobile application or site. By using the Website and/or the Application(s), you expressly release the SJCOE from any and all liability arising from your use of any third-party mobile application or site. Your use of those third-party mobile applications and sites is subject to the terms of use and privacy policies of each mobile application and site, and we are not responsible therein. We encourage you to review said privacy policies of any third-parties' mobile applications and sites.

7. COMPLIANCE WITH LAWS

You assume all knowledge of applicable law and are responsible for compliance with any such laws. You may not use the Website, the Application(s) or perform any volunteer service in any way that violates applicable state, federal, or international laws, regulations or other government

requirements. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

8. COPYRIGHT AND TRADEMARK INFORMATION

All content included or available on the Website and/or the Application(s), including site and application design, text, graphics, interfaces, and the selection and arrangements thereof is SJCOE's, with all rights reserved, or is the property of SJCOE and/or third parties protected by intellectual property rights. Any use of materials on the Website and/or the Application(s), including reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of SJCOE is strictly prohibited. You agree not to use any robot, spider, or other automatic device, or manual process to monitor or copy the Website, the Application(s) and/or any content or information contained on any of them without prior written permission of an authorized officer of SJCOE.

Connect209 is a proprietary mark of SJCOE. SJCOE's trademarks may not be used in connection with any product or service that is not provided by SJCOE, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits SJCOE.

All other trademarks displayed in the Website and/or the Application(s), if any, are the trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of those entities. In addition, such use of trademarks or links to the sites of entities is not intended to imply, directly or indirectly, that those entities endorse or have any affiliation with SJCOE.

9. NOTIFICATION OF CLAIMED COPYRIGHT INFRINGEMENT

Pursuant to Section 512(c) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, SJCOE designates the following individual as its agent for receipt of notifications of claimed copyright infringement.

SJCOE

Attn: Legal Counsel

By Mail: P.O. Box 213030, Stockton, CA 95123-9030

10. ACCESSIBILITY

SJCOE is committed to facilitating the accessibility and usability of the Website and the Application(s) for all people. To that end, SJCOE has designed the Website and the Application(s) consistent with relevant portions of the World Wide Web Consortium's Web Content Accessibility Guidelines 2.0 Level AA ("WCAG 2.0 AA"). You can find additional information about WCAG 2.0 AA here: [WCAG 2.0 AA](#). If you have specific questions or

concerns about the accessibility of the Website and/or the Application(s), please contact us at accessibility@massageenvy.com.

11. OTHER TERMS

Except as otherwise stated herein, this Agreement constitutes the entire and exclusive understanding and agreement between you and SJCOE regarding the Website, the Applications and any volunteer service and supersedes and replaces any and all prior oral and written understandings or agreements between you and SJCOE regarding the Website, the Applications and/or any volunteer service. If any provision of this Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Agreement and any other agreements referenced herein may be assigned by SJCOE, in its sole discretion, to a third party. This Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between SJCOE and you in relation to your participation as a user of the Website, the Application(s) and/or any volunteer service. You agree you may not use the Website, the Application(s) and/or provide any volunteer service without accepting this Agreement and that by accepting this Agreement. Your use of the Website, the Application(s) and/or providing any volunteer service also is an acknowledgement that SJCOE is not a party to any volunteer service Agreement you may have entered into as a result of your use of the Website or the Application(s).