

WEBSITE TERMS OF USE



Terms and Conditions for Use Effective June 26, 2011

Introduction.

Welcome to the Wounded Warrior Project's website ("Website"). If you continue to browse and use this Website, you are agreeing to comply with and be bound by the following terms and conditions of use (the "Terms"), which, together with our Privacy Policy, govern Wounded Warrior Project's relationship with you as it relates to your use of this Website.

The term "Wounded Warrior Project," "WWP," "us," or "we" refers to the owner of the Website whose registered office is 4899 Belfort Road, Suite 300, Jacksonville, Florida 32256. Our company registration number is available upon request. The term "you" refers to the user or viewer of our Website. The use of this Website is subject to the following Terms.

WWP reserves the right to change or modify the Terms at any time and in its sole discretion. Any changes or modification will be effective immediately upon posting of the revisions on the Website. Your continued use of the Website following the posting of changes or modifications will constitute your acceptance of such changes or modifications. Therefore, you should periodically review the Terms from time to time. If you do not agree to the amended terms, you must stop using the Website.

Privacy Policy.

Please refer to our Privacy Policy for information on how WWP collects, uses and discloses information it collects from the Website users.

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Repeat Infringer Policy.

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Donations.

Any Website user may become a donor ("Donor") by pledging a donation to WWP by using the donation tool on this Website. You acknowledge and agree that you are under no obligation to become a Donor or to pledge a donation and that you will be solely responsible for any decision to become a Donor. You understand that your contribution is being made to WWP, that WWP has exclusive legal control over all donations. In the event that you make a donation pledge, you will be required to provide credit card or other payment information at the time of the pledge. You represent and agree that all payment information you provide to WWP will be true, accurate, current and complete and that you will update such payment information as necessary to maintain such information as true, accurate, current and complete. In the event that your payment cannot be processed due to inaccurate payment information, insufficient funds, or any other reason, you agree to immediately provide WWP with alternative payment information to fulfill your donation pledge. You acknowledge and agree that all donations are final and will not be returned, in whole or in part.

WWP Connect.

If you are a WWP Alumni or WWP Caregiver, you can get connected with fellow wounded warriors, caregivers, and WWP staff on the WWP Connect online community ("WWP Connect"). WWP Connect is our members-only online community where WWP alumni, caregivers, and staff can share information, support, and resources. WWP program and event information, videos, photos, blogs, and chat allow wounded warriors and their families to connect with each other and WWP across the country.

You understand that all information, data, text, photographs, graphics, video, messages, tags, or other materials contained in the WWP Connect pages ("Connect Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Connect Content originated. This means that you, and not WWP, are entirely responsible for all Connect Content that you upload, post, email, transmit or otherwise make available via WWP Connect. WWP does not guarantee the accuracy, integrity or quality of such Connect Content. Under no circumstances will WWP be liable in any way for any Connect Content, including, but not limited to, any errors or omissions in any Connect Content, or any loss or damage of any kind incurred as a result of the use of any Connect Content posted, emailed, transmitted or otherwise made available via WWP Connect.

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You acknowledge, consent and agree that WWP may access, preserve and disclose your account information and Connect Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any Connect Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of WWP, its users and the public. You hereby release WWP from any and all claims, damages, liabilities and causes of action arising out of such authorized disclosure of personal information.

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You agree to defend, indemnify and hold WWP, and its affiliates, independent contractors, service providers, suppliers, licensors and consultants, and their respective officers, directors, employees, and agents (the "Indemnified Parties"), harmless from and against any claims, damages, costs, actions, demands, liabilities, and settlements and expenses (including without limitation, reasonable attorneys' fees) arising out of or related to your violation of these Terms, any Connect Content you post, store or otherwise transmit on or through the Website, or your use of or inability to use the Website, including without limitation any actual or threatened suit, demand or claim made against the Indemnified Parties, arising out of or relating to the Connect Content, your conduct, or your violation of the rights of any third party.

Termination; Removal of User Connect Content.

Notwithstanding any of these Terms, WWP reserves the right, without notice and in its sole discretion, to discontinue the Website or WWP Connect and to terminate your license to use and block your access to the Website at any time without notice.

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General.

If any provision of these Terms is deemed unlawful, void or for any reason unenforceable, then such provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

These Terms and your use of the Website are governed and construed in accordance with the laws of the State of Florida, applicable to agreements made and to be entirely performed in the State of Florida, without resort to its conflict of law provisions. You agree that any action at law or in equity arising or in any way relating to these Terms shall be filed only in the state and federal courts located in the State of Florida and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms.

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If you believe that anything on the Website infringes upon any copyright which you own or control, you may file a notification of such infringement with our Designated Agent as set forth below.

Name of Agent Designated to Receive Notification of Claimed Infringement:
Wounded Warrior Project, Inc., General Counsel

Full Address of Designated Agent to Which Notification Should be Sent: 4899 Belfort Road, Suite 300, Jacksonville, Florida 32256

Telephone Number of Designated Agent: 877.832.6997

Facsimile Number of Designated Agent: 904.296.7347

E-Mail Address of Designated Agent: legal@woundedwarriorproject.org

We may give notice of a claim of copyright infringement to our users by means of a general notice on the Website, electronic mail to a user's email address in our records, or by written communication sent by first-class mail to a user's address in our records.

Questions & Contact Information.

Thank you for your cooperation. Questions or comments regarding the Website should be directed by electronic mail to legal@woundedwarriorproject.org.