

## FAMILYQ ONLINE TERMS OF USE

Last revised October 1, 2020

These terms and conditions of use (“**Terms of Use**”) govern your use of our websites, online interfaces and other digital properties owned and controlled by FamilyQ, an initiative of FamilyMaskHK, Global Citizen Capital, and Hauswirth LLC (“**FamilyQ**”), including the website, <https://www.familyq.org> (collectively the “**Digital Channels**”). These Terms of Use govern our offering and your purchase of products from us on, using or through any of our Digital Channels. Your compliance with these Terms of Use is a condition to your use of the Digital Channels. If you do not agree to be bound by the Terms of Use, promptly exit these Digital Channels. Please also consult our Privacy Policy [INSERT LINK] for a description of our privacy practices and policies.

**Binding Arbitration.** These Terms of Use provide that all disputes between you and FamilyQ that in any way relate to these Terms of Use or your use of the Digital Channels will be resolved by BINDING ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING) to assert or defend your rights under these Terms of Use (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the Section below entitled [Dispute Resolution; Arbitration Agreement](#) for the details regarding your agreement to arbitrate any disputes with FamilyQ.

### 1. Ownership of the Digital Channels

All pages within these Digital Channels and any material made available for download are the property of FamilyQ, or its licensors or suppliers, as applicable. The Digital Channels are protected by United States and international copyright and trademark laws. The contents of the Digital Channels, including without limitation all data, files, documents, text, photographs, images, audio, and video, and any materials accessed through or made available for use or download through this Digital Channels (“**Content**”) may not be copied, distributed, modified, reproduced, published or used, in whole or in part, except for purposes authorized by these Terms of Use or otherwise approved in writing by FamilyQ. You may not frame or utilize framing techniques to enclose, or deep link to, any name, trademarks, service marks, logo, Content or other proprietary information (including images, text, page layout, or form) of FamilyQ without our express written consent.

### 2. Access to Digital Channels, Security and Restrictions; Passwords

You are prohibited from violating or attempting to violate the security of the Digital Channels, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; or (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Digital Channels or any

portion thereof without authorization, in violation of these Terms of Use or in violation of applicable law.

You may not use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on the Digital Channels, deep-link to any feature or content on the Digital Channels, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Digital Channels.

Violations of system or network security may result in civil or criminal liability. FamilyQ will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of these Digital Channels or any activity being conducted on these Digital Channels.

In the event access to the Digital Channels or a portion thereof is limited requiring a password (“**Protected Areas**”), you agree to access Protected Areas using only your password as provided to you by FamilyQ. You agree to protect the confidentiality of your password, and not to share or disclose your password to any third party. You agree that you are fully responsible for all activity occurring under any unique password or other credentials provided to you. Your access to the Digital Channels may be revoked by FamilyQ at any time with or without cause. You agree to defend, indemnify and hold FamilyQ harmless from and against all third party claims, damages and expenses (including reasonable attorneys’ fees) against or incurred by FamilyQ arising out of your breach of these Terms of Use or violation of applicable law, your use or access of the Digital Channels, or access by anyone accessing the Digital Channels using your user ID and password.

### **3. Accuracy and Integrity of Information; Colors**

Although FamilyQ attempts to ensure the integrity and accuracy of the Digital Channels, it makes no representations, warranties or guarantees whatsoever as to the correctness or accuracy of the Digital Channels and Content thereon. It is possible that the Digital Channels could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Digital Channels by third parties. In the event that an inaccuracy arises, please inform FamilyQ so that it can be corrected. FamilyQ reserves the right to unilaterally correct any inaccuracies on the Digital Channels without notice. Information contained on the Digital Channels may be changed or updated without notice. Additionally, FamilyQ shall have no responsibility or liability for information or Content posted to the Digital Channels from any non-FamilyQ affiliated third party.

We have made significant efforts to accurately display the colors of our products that appear on the Digital Channels, if any. However, as the actual colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color will be accurate.

### **4. Typographical Errors and Incorrect Pricing**

In the event any details regarding a product or service, including the price, are listed incorrectly due to typographical error or error in pricing information received from our suppliers, we shall have the right to refuse or cancel any product requests, orders or shipments for products or services listed incorrectly. We shall have the right to refuse or cancel any such requests or orders whether or not the request or order has been confirmed and your credit or debit card charged, if applicable. If your credit or debit card has already been charged for the purchase and your order is canceled, we shall promptly issue a credit to your credit or debit card account in the amount of the incorrect price.

## **5. Product Request, Order and Shipment Acceptance**

You may request or order, using our Digital Channels, products to be provided to you. Such request or order does not obligate FamilyQ in any way to grant such request, fulfil such order or provide any products to you. We reserve the right, at our sole discretion, to select product recipients, refuse products or services to anyone, or cancel any product requests, orders or shipments, for any reason. Some situations that may result in your order being canceled include limitations on quantities available for donation or purchase, inaccuracies or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. We may also require additional verifications or information before accepting any request or order. We will contact you if all or any portion of your request or order is canceled or if additional information is required to accept your request or order. If your order is canceled after your credit card (or other payment account) has been charged, we will issue a credit to your credit card (or other applicable payment account) in the amount of the charge. For those products that we provide free of charge, such as personal protective equipment, we are focused on providing such products to those in the most marginalized and stigmatized communities, and will generally strive to prioritize requests and shipments based on the level of urgency and risk in those communities, as determined in our sole discretion.

FAMILYQ, FAMILYMASKHK, GLOBAL CITIZEN CAPITAL, HAUSWIRTH LLC, AND OUR OTHER SPONSORS, LICENSORS, AND SERVICE PROVIDERS, INCLUDING NINA WEST FOUNDATION AND GENDERPROUD, AND ALL RESPECTIVE AFFILIATES THEREOF, MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT. ALL PRODUCTS ARE PROVIDED "AS IS," WITH ALL FAULTS, AND IN NO EVENT SHALL FAMILYQ BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE LOSS, DAMAGE, OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCT REQUEST, PRODUCT SHIPMENT, THE PRODUCTS THEMSELVES, OR YOUR USE OF THE PRODUCTS. SUCH LIMITATIONS ON LIABILITY APPLY EVEN IF FAMILYQ IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU HEREBY WAIVE, RELEASE, AND DISCHARGE ANY AND ALL CLAIMS FOR DAMAGES FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE, ANY CLAIM IN TORT, OR ANY OTHER CLAIM, REGARDLESS OF LEGAL THEORY, THAT MAY HEREAFTER ACCRUE AS A RESULT OF THE USE OF OUR PRODUCTS.

## **6. Quantity Limits and Dealer Sales**

FamilyQ reserves the right, at our sole discretion, to limit the quantity of products requested, purchased or shipped per person, per household or per request or per order. These restrictions may be applicable to requests or orders placed by the same person or entity, the same credit card, and also to requests or orders that use the same billing and/or shipping address. We will provide notification to you should such limits be applied. Please note that certain requests or orders may constitute improper use of FamilyQ and its services. We reserve the right, at our sole discretion, to refuse or cancel any request, order or shipment for any reason. FamilyQ also reserves the right, at our sole discretion, to prohibit sales or shipments to dealers or resellers. For purposes of these Terms of Use, reselling shall be defined as requesting or purchasing, or intending to request, or purchase, a product from FamilyQ for the purpose of engaging in a commercial sale of that same product with a third party.

## **7. Online Payments**

You can purchase products and/or services on the Digital Channels. We accept credit and debit cards issued by U.S. banks. If a credit card account is being used for a transaction, Company may obtain preapproval for an amount up to the amount of the payment. You represent and warrant that if you are making online payments that (i) any credit card, debit card and bank account information you supply is true, correct and complete, (ii) charges incurred by you will be honored by your credit/debit card company or bank, (iii) you will pay the charges incurred by you in the amounts posted, including any applicable taxes, and (iv) you are the person in whose name the card was issued and you are authorized to make a purchase or other transaction with the relevant credit card and credit card information.

## **8. Export Policy and Restrictions**

You acknowledge that the products and Content which are sold or licensed on the Digital Channels, which may include technology and software, are subject to the customs and export control laws and regulations of the United States of America and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured and/or received. By downloading or using technology or software from the Digital Channels, you agree to abide by the applicable laws, rules and regulations - including, but not limited to the Export Administration Act and the Arms Export Control Act - and you represent and warrant that you will not transfer, by electronic transmission or otherwise, the software or technology to a foreign national or a foreign destination in violation of the law. By receiving any products, you agree that you will not use any products, or provide products to any person, who is forbidden from receiving the product under the Export Administration Regulations or any economic sanctions maintained by the U.S. Department of Treasury. U.S. antiboycott regulations, or U.S. economic sanctions, including the export and antiboycott restrictions found in the Export Administration Regulations or the sanctions regulations

administered by the U.S. Office of Foreign Assets Control. You shall indemnify and hold harmless FamilyQ from all claims, demands, damages, costs, fines, penalties, attorneys' fees and all other expenses arising from your failure to comply with this provision and/or applicable export control, antiboycott, or economic sanctions laws and regulations.

## **9. Links to Other Sites**

FamilyQ makes no representations whatsoever about any other website that you may access through these Digital Channels. When you access a non-FamilyQ website, please understand that it is independent from FamilyQ, and that FamilyQ has no control over the content on that website. In addition, a link to a non-FamilyQ website does not mean that FamilyQ endorses or accepts any responsibility for the content, or the use, of the linked website. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. If you decide to access any of the third party websites linked to these Digital Channels, you do this entirely at your own risk.

## **10. Disclaimer of Warranties Relating to the Digital Channels**

FAMILYQ DOES NOT WARRANT THAT ACCESS TO OR USE OF THE DIGITAL PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE DIGITAL PRODUCTS WILL BE CORRECTED. THESE DIGITAL PRODUCTS, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY DIGITAL PRODUCTS-RELATED SERVICE, IS PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT. FAMILYQ DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE DIGITAL PRODUCTS.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THESE DIGITAL PRODUCTS, DIGITAL PRODUCTS-RELATED SERVICES, AND LINKED WEBSITES. FAMILYQ DOES NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY.

## **11. No Medical Advice**

The content of the Digital Channels, including without limitation, text, copy, audio, video, photographs, illustrations, graphics and other visuals, is for informational purposes only and does not constitute professional medical advice, diagnosis, treatment or recommendations of any kind. You should always seek the advice of your qualified health care professionals with any questions or concerns you may have regarding your individual needs and any medical conditions. FamilyQ does not recommend or endorse any specific tests, physicians, products,

procedures, opinions or other information that may be included on the Digital Channels. Reliance on any information appearing on the Digital Channels, whether provided by FamilyQ, its content providers, its clients, visitors to the Digital Channels or others, is solely at your own risk.

## **12. Limitation of Liability Regarding Use of Digital Channels**

FAMILYQ AND ANY THIRD PARTIES MENTIONED ON THESE DIGITAL PRODUCTS ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE DIGITAL PRODUCTS, DIGITAL PRODUCTS-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE DIGITAL PRODUCTS, AND/OR ANY LINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE DIGITAL PRODUCTS, DIGITAL PRODUCTS-RELATED SERVICES, AND/OR LINKED WEBSITES IS TO STOP USING THE DIGITAL PRODUCTS AND/OR THOSE SERVICES. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM AGGREGATE LIABILITY OF FAMILYQ TO YOU WITH RESPECT TO YOUR USE OF THESE DIGITAL PRODUCTS IS \$500 (FIVE HUNDRED DOLLARS).

## **13. Dispute Resolution; Arbitration Agreement.**

We will try work in good faith to resolve any issue you have with the Digital Channels, including products and services requested or purchased through the Digital Channels, if you bring that issue to the attention of our customer service department. However, we realize that there may be rare cases where we may not be able to resolve an issue to a customer's satisfaction.

You and FamilyQ agree that any dispute, claim or controversy arising out of or relating in any way to these Terms of Use or your use of the Digital Channels, including products and services requested or purchased through the Digital Channels (subject to the Product Request and Shipment Acceptance section above), shall be determined by binding arbitration instead of in courts of general jurisdiction. Arbitration is more informal than bringing a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and is subject to very limited review by courts. Arbitration allows for more limited discovery than in court, however, we agree to cooperate with each other to agree to reasonable discovery in light of the issues involved and amount of the claim. Arbitrators can award the same damages and relief that a court can award, but in so doing, the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court, including without limitation, the law on punitive damages as applied by the United States Supreme Court. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and FamilyQ are each waiving the right to a trial by jury or to

participate in a class action. This arbitration provision shall survive termination of these Terms of Use and any other contractual relationship between you and FamilyQ.

If you desire to assert a claim against FamilyQ, and you therefore elect to seek arbitration, you must first send to FamilyQ, by certified mail, a written notice of your claim ("Notice"). The Notice to FamilyQ should be addressed to: **FamilyQ, 3712 N Broadway #364, Chicago, IL 60613**

("Notice Address"). If FamilyQ desires to assert a claim against you and therefore elects to seek arbitration, it will send, by certified mail, a written Notice to the most recent address we have on file or otherwise in our records for you. A Notice, whether sent by you or by FamilyQ, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If FamilyQ and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or FamilyQ may commence an arbitration proceeding or file a claim in small claims court. During the arbitration, the amount of any settlement offer made by FamilyQ or you shall not be disclosed to the arbitrator. You may download or copy a form Notice and a form to initiate arbitration from the American Arbitration Association at [www.adr.org](http://www.adr.org). If you are required to pay a filing fee, after FamilyQ receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for more than US \$10,000. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms of Use, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by requesting them from us by writing to us at the Notice Address. The arbitrator is bound by the terms of these Terms of Use. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of these Terms of Use, including this arbitration agreement. Unless FamilyQ and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. (If you reside outside of the United States, any arbitration hearings will take place in your country of residence at a location reasonably convenient to you, but will remain subject to the AAA Rules including the AAA rules regarding the selection of an arbitrator). If your claim is for US \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of FamilyQ's last written settlement offer made before an arbitrator was selected (or if FamilyQ did not make a settlement offer before an arbitrator was selected), then FamilyQ will pay you the amount of the award or US \$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. Each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees, or if there is a

written agreement providing for payment or recovery attorneys' fees, the arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law.

YOU AND FAMILYQ AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and FamilyQ agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

If this Agreement to Arbitrate provision is found to be unenforceable, then (a) the entirety of this arbitration provision shall be null and void, but the remaining provisions of these Terms of Use shall remain in full force and effect; and (b) exclusive jurisdiction and venue for any claims will be in state or federal courts located in and for Cook County, Illinois.

#### **14. Revisions; General**

FamilyQ reserves the right, in its sole discretion, to terminate your access to all or part of these Digital Channels, with or without cause, and with or without notice. In the event that any of the Terms of Use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect. These Terms of Use constitute the entire agreement between FamilyQ and you pertaining to the subject matter hereof. In its sole discretion, FamilyQ may from time-to-time revise these Terms of Use by updating this posting. You should, therefore, periodically visit this page to review the current Terms of Use, so you are aware of any such revisions to which you are bound. Your continued use of the Digital Channels after revisions to these Terms of Use shall constitute your agreement to the revised Terms of Use. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages within these Digital Channels.