



## TERMS & CONDITIONS

Hero Program, Inc.  
Effective March 2024

By using this website, you agree to the following terms and conditions:

These Terms & Conditions, Privacy Statement, and Disclaimer Notice are governed by the following terms: The terms "donor," "you," and "your" refer to you, the individual who is accessing this website and agreeing to the Company's terms and conditions. Our Company, Hero Program, Inc., is referred to as "The Company," "Company" "We," and "Us." "Party," "Parties," or "Us" refers to both the Donor and the Company, or to one of them. All phrases apply to the offer, acceptance, and payment of a contribution to the specified party.

### **Privacy Statement**

We voluntarily collect personally identifying information. We don't ask you for more information than is legitimately necessary to participate in an activity on our sites, and payment card numbers are encrypted through our secure processor. We collect personally identifiable information primarily to provide e-mail updates and news, to enter campaigns and notify future winners, to distribute brochures and other materials to subscribers by conventional mail, and to reply to your queries or recommendations. We may share non-identifiable aggregate information about our users with advertisers, business partners, sponsors, and other third parties in order to tailor or improve the content and advertising on our sites for our users.

### **Confidentiality**

Donor records are regarded as confidential and therefore will not be divulged to any third party, unless legally required to do so to the appropriate authorities.

### **Disclaimer of Warranty**

The information on this website is provided "as is" with no express or implied guarantee of any kind, including but not limited to implied warranties of merchantability, fitness for a specific purpose, or non-infringement.

The information, content, graphics, links, and other items contained in these publications are also not guaranteed to be accurate or complete. You should be aware, in particular, that this material may be partial, include errors, or be out-of-date. Hero Program, Inc., nor any of its affiliates will be liable for any special, indirect, incidental, or consequential damages, including, but not limited to, lost revenues or lost profits, resulting from the use of these materials.

The Company maintains the right to make changes to these materials or the goods referenced in them at any time and without notice, but does not guarantee that the information contained therein will be updated.

### **Payment**

All major credit/debit cards are accepted as payment options. The company will provide the Donor an email receipt for the donation. This email will also include a link to the discount savings website. The amount of your donation is paid to the specified charity, less credit card processing fees.

### **Cancellation/Refund Policy**

Company must receive a notice of cancellation within three days of the donation date. Email notification will be accepted. To request a donation cancellation, go to the donation website's Contact Us page. Please also adhere to your credit card company's cancellation policy.



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### Availability

The services listed on this website are exclusively available in the United States, unless otherwise specified. You are solely responsible for determining the suitability of any downloads, applications, or content available through this site for a specific purpose. Without the Company's express written approval, redistribution or republication of any part of this site or its content is forbidden, including via framing or any similar or other means.

The Company does not guarantee that the service provided by this site will be uninterrupted, timely, or error-free, despite its best efforts. By using this service, you agree to hold this Company, its employees, agents, and affiliates harmless from any loss or damage, however caused.

Links from this website Neither Company nor any of its affiliates assume any responsibility for any other websites connected to this website, or any information provided therein, none of which has been vetted or endorsed by either Company or any of its affiliates. We are not responsible for the privacy practices or content of these websites. This Company will not be held liable for any loss or damage, however caused, resulting from your disclosure of personal information to third parties.

### Copyright Notice

All language connected to the Company's services, as well as the whole content of this website, is protected by copyright and other intellectual property rights.

#### Force Majeure

Acts of God, terrorism, war, political insurgency, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood, or any other natural or man-made eventuality beyond our control that causes the termination of an agreement or contract entailed by this Agreement shall not be liable to the other party. Any Party affected by such an incident must notify the other Party and use all reasonable efforts to comply with the terms and conditions of any Agreement hereof.

### Waiver

Failure of either Party to insist on strict performance of any provision of this or any Agreement, or failure of either Party to exercise any right or remedy to which it, he, or they are entitled hereunder, shall not be construed as a waiver of such provision or right or remedy, and shall not result in a diminution of the obligations under this or any Agreement. No waiver of any provision of this or any Agreement will be effective unless it is stated explicitly and signed by both parties.



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### General

These terms and conditions are governed by Utah law. By using this website, you agree to these terms and conditions, as well as the exclusive jurisdiction of Utah courts in all disputes arising out of such use. If any of these terms are found to be invalid or unenforceable for any reason (including, but not limited to, the exclusions and limitations set forth above), the invalid or unenforceable provision will be severed from the other terms, and the remaining provisions will remain in effect.

The Company's failure to enforce any of the provisions set forth in these Terms and Conditions and any Agreement, or to exercise any option to terminate, shall not be construed as a waiver of such provisions, and shall have no bearing on the validity of these Terms and Conditions or any Agreement, or the right to enforce each and every provision thereafter. Except in writing and signed by officially authorized representatives of the Company, these Terms and Conditions may not be altered, modified, varied, or supplemented.

### Notification of Changes

The Company has the right to amend these terms at any time as it sees fit, and your continuing use of the site signifies your acceptance of any such changes. If we make any changes to our privacy policy, we will post a notice on our home page and other important pages on our site 30 days before the changes take effect.

Effective Date: September 2016