

By using the Loma Linda University Health Volunteer Services website (“the Service”), or accessing or using any of the content available within the Service, you agree to be bound by the following terms and conditions (the “Terms of Service”). As a condition of accessing or using the Service, you also agree to the terms of the Loma Linda University Health Volunteer Service Privacy Policy and Volunteer Agreement.

Use of Service

In consideration of your use of the Service, you will be required to provide current, accurate, identification, contact, and other information as part of the registration process and/or continued use of the services. You agree that if you falsify any information that you are subject to disengagement from Loma Linda University Health Volunteer Services. You agree to immediately notify Loma Linda University Health Volunteer Services of any unauthorized use of your Loma Linda University Health Volunteer Services password or account or any other breach of security. Loma Linda University Health Volunteer Services cannot and will not be liable for any loss or damage arising from your failure to comply with the Terms of Service. You represent that you are of legal age to form a binding contract and are not a person barred from receiving the Service under the laws of the United States or other applicable jurisdiction. Loma Linda University Health Volunteer Services reserves the right to refuse service to anyone at any time without notice for any reason.

Service or Terms of Service Changes

The Service may be modified by Loma Linda University Health Volunteer Services in an effort to provide the best possible experience for users. You acknowledge and agree that the form and nature of the Service may change from time to time without prior notice to you. Loma Linda University Health Volunteer Services may also update the Terms of Service without notice to you and you are responsible for reviewing the most current version of the Terms of Service at www.lomalindavolunteers.org. If we choose to notify you of changes, we reserve the right to provide notification via email, regular mail, or postings on the Service.

License

Loma Linda University Health Volunteer Services gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the Service. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Service as provided by Loma Linda University Health Volunteer Services, in the manner permitted by the Terms of Service.

Conduct

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials (“Content”), whether publicly posted or privately transmitted, are the sole responsibility of the party from which such Content originated. You understand that by using the Service, you may be exposed to Content that you may deem is offensive, indecent or objectionable.

You agree that you are responsible for your own conduct while using the Service and for any consequences thereof. You agree to use the Service only for purposes that are legal, proper and in accordance with these Terms of Service and any applicable policies or guidelines. By way of example, and not as a limitation, you agree that when using the Service, you will not:

1. Restrict or inhibit any other user from using and enjoying the Service
2. Download information posted by a third party, knowing or reasonably knowing it is illegal in any nature;
3. Impersonate another person or entity, or falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material;
4. Harass, stalk, defame, abuse, threaten or otherwise violate the legal rights (such as rights of privacy) of others;
5. Use the Service for any illegal or unauthorized purpose;
6. Remove any copyright, trademark or other proprietary rights notices contained in or on the Service;
7. Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
8. Transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature.
9. Use any device to retrieve any portion of the Service or collect information about users for any unauthorized purpose;
10. Create user accounts by automated means or under false or fraudulent pretenses;
11. Promote or provide instructional information about illegal activities or promote physical harm or injury against any group or individual.

Proprietary Rights

Loma Linda University Health Volunteer Services' Rights. You agree that the Service contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further agree that Content presented to you through the Service is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

User Rights. Loma Linda University Health Volunteer Services claims no ownership or control over any Content submitted or displayed by you on or through the Service. You or a third party licensor, as appropriate, retain all patent, trademark and copyright to any Content you submit or display on or through the Service and you are responsible for protecting those rights, as appropriate.

Termination

You may terminate these Terms of Service at any time by discontinuing your use of the Service. You do not need to specifically inform Loma Linda University Health Volunteer Services when you stop using the Service. Loma Linda University Health Volunteer Services may at any time and for any reason, including a period of account inactivity, terminate your access to the Service or terminate this Terms of Service. Some Terms of Service (including the section regarding limitation of liability), shall survive termination.

Indemnity

You agree to hold harmless and indemnify Loma Linda University Health Volunteer Services, and its subsidiaries, affiliates, officers, agents, employees, and partners, from and against any third party claim arising from or in any way related to your use of Service, violation of these Terms of Service, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Loma Linda University Health Volunteer Services will provide you with written notice of such claim, suit or action.

Liability

Because Loma Linda University Health Volunteer Services does not know how you are using information found on the Service, Loma Linda University Health Volunteer Services does not make any express or implied warranties about the information contained in the Service for your particular use. Loma Linda University Health Volunteer Services disclaims all liability for damages of any kind arising out of use, reference to, or reliance on information found on the Service to the full extent provided by state and Federal law.

ALL INFORMATION ON THE SERVICE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. BECAUSE CERTAIN JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THESE EXCLUSIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL LOMA LINDA UNIVERSITY HEALTH VOLUNTEER SERVICES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF, OR THE INABILITY TO USE, THE SERVICE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF CONTEST CAUSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, CONTEST CAUSE’S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

Third Party Beneficiaries

You agree that, except as otherwise expressly provided in this Terms of Service, there shall be no third party beneficiaries to the Terms of Service.

Notice

You agree that Loma Linda University Health Volunteer Services may provide you with notices, including those regarding changes to the Terms of Service, by email, regular mail, or postings on Loma Linda University Health Volunteer Services websites.

Acceptance

You agree that Loma Linda University Health Volunteer Services does not have any obligation to onboard you as a volunteer, regardless of the information you entered in the volunteer application. In addition, Loma Linda University Health Volunteer Services may not place you in the volunteer program you selected on the application. You agree that all onboarding decisions are made by Loma Linda University Health Volunteer Services and are binding.

Requirements/Compliance

You agree that all requirements of the application/retention process; including, but not limited to training, health screening, and testing, along with any additional program specific requirements, are yours to schedule and complete. It is your responsibility to review and update the requirements before their expiration in order to remain a Loma Linda University Health volunteer. You agree that requirements can be added, deleted, or modified at any time. You will be notified of changes via email, regular mail, postings on the Service, or any combination of the above.

Obligations

You agree to meet all commitments as a part of being a Loma Linda University Health volunteer; including, but not limited to, interview, orientation, trainings, and volunteer service. You agree that if you are unable to meet your scheduled commitments that you will notify Loma Linda University Health Volunteer Services 24 hours in advance. If notification is not made, you are subject to disengagement from Loma Linda University Health Volunteer Services. Emergency and special circumstances will be evaluated by Loma Linda University Health Volunteer Services as needed.

General Information

Refund Policy. You agree that a background check is a required part of the Loma Linda University Health Volunteer Services onboarding process. By agreeing to the background check and leaving the Service, you are entering into a separate agreement with Coeus Global in order to run the background check. You agree that Loma Linda University Health will not reimburse for dollars spent on obtaining the background check from Coeus Global, regardless of the results of the background check or acceptance into the Loma Linda University Health Volunteers Services program.

Entire Agreement. The Terms of Service, Privacy Policy, and Volunteer Agreement constitute the entire agreement between you and Loma Linda University Health Volunteer Services and govern your use of the Service, superseding any prior agreements between you and Loma Linda University Health Volunteer Services. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Loma Linda University Health Volunteer Services, affiliate services, third-party content or third-party software.

Choice of Law. The Terms of Service and the relationship between you and Loma Linda University Health Volunteer Services shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and Loma Linda University Health Volunteer Services agree to submit to the personal and exclusive jurisdiction of the courts located within the State of California.

Waiver and Severability of Terms of Service. The failure of Loma Linda University Health Volunteer Services to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect.



Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred