



## **WEBSITE TERMS OF USE**

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AS A USER OF THIS COMMUNITY FIRST FUND WEBSITE (“USER” OR “YOU”) AND COMMUNITY FIRST FUND (“WE” OR “US”). THIS WEBSITE TERMS OF USE AGREEMENT, TOGETHER WITH THE COMMUNITY FIRST FUND PRIVACY POLICY AT <http://communityfirstfund.org/wp-content/uploads/2017/01/CFF-PrivacyPolicy.pdf> AND ALL APPLICABLE COMMUNITY FIRST FUND RULES AND POLICIES CONSTITUTE THE “AGREEMENT” BETWEEN YOU AND COMMUNITY FIRST FUND REGARDING YOUR ONLINE COMMUNITY FIRST FUND EXPERIENCE. BY ACCESSING OR USING THE COMMUNITY FIRST FUND WEBSITE (“COMMUNITY FIRST FUND WEBSITE” OR “WEBSITE”) YOU SIGNIFY THAT YOU HAVE READ THE AGREEMENT AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THE AGREEMENT.

IF YOU HAVE NOT READ THE AGREEMENT, DO NOT UNDERSTAND OR AGREE TO BE BOUND BY THE AGREEMENT, OR ARE NOT ABLE TO CONSENT TO BE BOUND BY THE AGREEMENT (E.G., IF YOU ARE NOT OLD ENOUGH TO ENTER INTO A BINDING LEGAL CONTRACT), DO NOT USE OUR WEBSITE.

### **1. Scope and Acceptance**

Anyone who accesses or uses the Community First Fund Website is a “User.” The Agreement sets forth your rights and obligations as a User with respect to your access to and use of our Website and use of any and all information or data of any kind arising from access to, or use of, our Website, including, without limitation, any text, graphics, sound recordings, audio, video, and art work.

We reserve the right, at our sole discretion, to change this Agreement (including the Privacy Policy) from time to time, without prior notice (as further described in Section 17.1 below). You should review the Agreement each time you access our Website. Your access to our Website is deemed to be your acceptance of the Agreement, and any changes thereto, in place at the time you access the Website.

### **2. Access**

If you are accessing or using our Website on behalf of any business, organization, or other entity of any kind, you represent and warrant that you are authorized (a) to accept these terms on its behalf and (b) to bind such business, organization, or entity to the Agreement.

The Website is not intended or authorized for use by persons under the age of eighteen (18). By using the Community First Fund Website, you represent and warrant that you are eighteen (18) years of age or older and that you agree to and agree to abide by all of the terms and conditions of the Agreement. If Community First Fund believes that you are under the age of eighteen (18) or that you are not old enough to consent to and be legally bound by the Agreement, Community First Fund may, at any time, in its sole discretion, and with or without notice: (i) terminate your access to or use of the Community First Fund Website (or any portion, aspect, or feature of it), or (ii) delete any content or information that you have posted through the Community First Fund Website.

Community First Fund reserves the right to deny access to our Website at our discretion and for any reason, including any breach of the Agreement.

### **3. Privacy Policy**

Please see our privacy policy at <http://communityfirstfund.org/wp-content/uploads/2017/01/CFF-PrivacyPolicy.pdf> for a detailed description of how we collect, use, and disclose information about our Users.

### **4. Description of Website and Service**

Community First Fund is an economic development organization serving central and eastern Pennsylvania. Community First Fund provides loans, business training, and one-on-one counseling to entrepreneurs of all sizes, affordable housing and commercial real estate developers, and community groups in under-served communities.

Through the Community First Fund Website, Users will be able to access information and learn about Community First Fund and the services it offers, complete and submit applications for loans, and submit donations, which are accepted and processed on behalf of Community First Fund by a third-party payment processor (collectively, the “Service”). The specific features and functionality of our Website and the Service offered through the Website are dynamic and may change from time to time.

### **5. Operation**

We reserve complete and sole discretion with respect to the operation of our Website. We reserve the right to change terms and warranties without notice. We also reserve the right to withdraw, suspend, or discontinue any functionality or feature of our Website at any time.

### **6. Inaccuracies on the Website**

A possibility exists that the Website could include inaccuracies or errors and that additions, deletions, and alterations could be made to the Website in error. Although Community First Fund attempts to ensure the integrity of the information on the Website, it makes no guarantees as to the completeness, correctness, or accuracy of the Website or any of the content on the Website. If you believe any portion of our Website includes an error or inaccuracy, please notify us.

## **7. Trademarks**

The name “Community First Fund” and the “Community First Fund” logo are trademarks of Community First Fund. All other company names, logos, and trademarks mentioned herein are the property of their respective owners. Nothing herein shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use Community First Fund’s name, logos, trademarks or other intellectual property displayed on this Community First Fund Website except as expressly provided herein or by obtaining the written permission of Community First Fund or such other third party owner, as applicable. You acknowledge that Community First Fund will aggressively enforce its intellectual property rights with respect to its trademarks to the fullest extent of the law, including, without limitation, the seeking of criminal prosecution.

## **8. Proprietary Rights in Content on Community First Fund**

As between you and Community First Fund, Community First Fund owns and retains all proprietary rights in the Community First Fund Website and the Service. The Community First Fund Website contains proprietary content and information of Community First Fund and its licensors (such materials and content includes, but is not limited to, the design, layout, artwork and other elements of the Community First Fund Website and any text, audio, video, logo, information, data, software, documentation, services or any other materials contained on this Community First Fund Website) (“Community First Fund Content”) and is protected by copyright and other intellectual property laws. You may view, download, print, and copy the Community First Fund Content on this Community First Fund Website for your own personal, informational use, provided that (i) you do not modify the Community First Fund Content and (ii) you retain all copyright and propriety notices originally contained in the Community First Fund Content on any copies. Nothing herein shall be construed as granting any license or right to use the Community First Fund Website or any materials contained on this Community First Fund Website, including any Community First Fund Content, except as expressly provided herein. You acknowledge that Community First Fund will aggressively enforce its intellectual property rights with respect to its Community First Fund Content to the fullest extent of the law, including, without limitation, the seeking of criminal prosecution.

## **9. Permitted Use**

In connection with the use of our Website, you may not:

- (a) alter or modify our Website, or make any electronic reproduction, adaptation, distribution, performance, or display of our Website, or any portion thereof, except to the extent required for the limited purpose of reviewing material on our Website;
- (b) sell, rent, lease, transfer, distribute, broadcast, display, provide, or otherwise assign to any third party any rights to our Website, or related materials;
- (c) remove or modify any proprietary notice or labels on our Website, or related materials, including author attribution and copyright notices, or use any of our trademarks as meta-tags on any other website;
- (d) use our Website for any non-authorized commercial purpose or any illegal purpose;

- (e) hyperlink to, deep link to, frame, or otherwise reference our Website or portions thereof unless expressly authorized by Community First Fund;
- (f) copy, modify, erase, or damage any information contained on computer servers used or controlled by Community First Fund or any third party;
- (g) harvest, mine, or collect usernames or e-mail addresses or other information from or through the Website and/or its services by electronic or other means, such as for the purpose of sending unsolicited e-mail;
- (h) use our Website to violate any legal right of any third party, including any publicity or privacy right, copyright, or other intellectual property right, or to take any action that is harassing, libelous, defamatory, abusive, tortious, threatening, harmful, or otherwise objectionable;
- (i) access or use any password-protected, secure, or non-public areas of our Website, or access data on our Website not intended for you, such as its databases or underlying code, except as specifically authorized in writing by Community First Fund;
- (j) impersonate or misrepresent your affiliation with any person or entity;
- (k) use any automated means to access or use our Website, including scripts, bots, scrapers, data miners, or similar software, or display our Website, or portions thereof, in things (e.g., framing, scraping, etc.), without our express written permission;
- (l) attempt to or actually disrupt, impair, interfere with, alter, or modify our Website, or any information, data, or materials posted and/or displayed by Community First Fund;
- (m) attempt to probe, scan, or test the vulnerability of our Website or breach any implemented security or authentication measures, regardless of your motives or intent; or
- (n) attempt to interfere with or disrupt access to or use of our Website by any User, processor, host, or network, including, without limitation, by submitting a virus, worm, Trojan horse, or other malicious code; or
- (o) post any content to the Website that: (i) includes any profane, obscene, defamatory, discriminatory, threatening, menacing, harassing, or violent content; (ii) depicts or suggests nudity or sexual acts; (iii) promotes hatred, including against members of a protected group under federal, state, or local law (such as, for example, a group defined by race, gender, or national origin); (iv) is objectively shocking or disgusting; (v) depicts or suggests presently occurring illegal activity; (vi) includes unlicensed proprietary content of a third party, including, e.g., third-party content protected by copyright or trademark for which you do not have a license; (vii) breaches any duty of confidentiality you may have to a third party (e.g., discloses private information about a third party without consent); or (viii) is contrary to Community First Fund's mission.

Appropriate legal action will be taken by Community First Fund for any illegal or unauthorized use of the Community First Fund Website.

Community First Fund has no obligation to monitor any User-generated content on its Website. However, Community First Fund reserves the right to review materials posted to its Website or sent through its Website and to remove or alter any materials in its sole discretion at any time for any purpose.

#### **10. Third Party Properties Referred to on the Website**

Our Website may refer to physical venues, geographical sites, websites on the Internet, and/or products or services that are not under the control of or maintained by Community First Fund (“Third Party Properties”). Unless expressly stated to the contrary, such references do not constitute an affiliation with or endorsement by Community First Fund of any such Third Party Properties. You acknowledge that Community First Fund is providing any references to such Third Party Properties to you solely as a convenience to you, and you agree that Community First Fund is not responsible for any injury, harm, damages, or negative experience you may encounter by accessing, visiting, or using such Third Party Properties. Community First Fund does not endorse or make any representations about any Third Party Properties. If you access, visit, or use any Third Party Properties referred to on our Website, you do so at your own risk.

Our Website may contain materials submitted by third parties. Any such materials are provided solely as a convenience to you. Unless expressly stated to the contrary, Community First Fund has not tested or evaluated these materials and does not endorse or make any representations about these materials or your use thereof. If you use any of the third party materials, you do so at your own risk. In no event shall Community First Fund be liable for any loss, claim, damages, or costs that may arise in connection with your use of these materials.

#### **11. Availability of the Website**

Community First Fund uses reasonable efforts to make the Community First Fund Website and Service available 24 hours a day and seven days a week; however, there will be instances when the Community First Fund Website or Service will be interrupted for maintenance, upgrades or emergency repairs and due to other reasons that are beyond the control of Community First Fund, including failure of telecommunications lines, links and equipment. In this respect, you agree that Community First Fund will not in any way be liable or responsible to you for any modification, suspension or disruption of the Community First Fund Website or Service.

#### **12. Disclaimers**

YOU EXPRESSLY AGREE THAT ACCESS TO AND USE OF OUR WEBSITE IS AT YOUR SOLE RISK. OUR WEBSITE IS PROVIDED ON AN “AS IS” AND AN “AS AVAILABLE” BASIS. COMMUNITY FIRST FUND DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING (A) OUR WEBSITE; AND (B) ANY PRODUCTS AND SERVICES OFFERED THROUGH OUR WEBSITE, OR ANY PORTION THEREOF, INCLUDING (WITHOUT LIMITATION) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS,

AND ANY WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE. COMMUNITY FIRST FUND MAKES NO REPRESENTATION OR WARRANTY THAT ANY MATERIAL, CONTENT, PRODUCTS, OR SERVICES DISPLAYED ON OR OFFERED THROUGH OUR WEBSITE ARE ACCURATE, COMPLETE, APPROPRIATE, RELIABLE, OR TIMELY. COMMUNITY FIRST FUND ALSO MAKES NO REPRESENTATIONS OR WARRANTIES THAT OUR WEBSITE WILL MEET YOUR REQUIREMENTS, OR THAT YOUR ACCESS TO AND USE OF OUR WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, FREE OF VIRUSES, MALICIOUS CODE, OR OTHER HARMFUL COMPONENTS, OR OTHERWISE WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

### **13. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL COMMUNITY FIRST FUND OR ANY OF ITS AFFILIATES OR SUPPLIERS (INCLUDING ANY OF ITS OR THEIR PARTNERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, OR ASSIGNEES) BE LIABLE TO YOU (INCLUDING ANY OF YOUR PARTNERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, OR ASSIGNEES) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, EQUITY, TORT, OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, AND STRICT LIABILITY IN TORT), NOR FOR DAMAGES ARISING FROM DELAY, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO DATA, INTERRUPTION IN USE OR AVAILABILITY OF DATA, LOSS OF USE OF MONEY OR USE OF PRODUCTS, LOST PROFITS, REVENUE OR SAVINGS (ACTUAL OR ANTICIPATED), OR OTHER ECONOMIC LOSS ENSUING FROM OR IN CONNECTION WITH (A) THE WEBSITE; OR (B) ANY PRODUCTS AND SERVICES OFFERED THROUGH THE WEBSITE, OR ANY PORTION THEREOF, EVEN IF COMMUNITY FIRST FUND OR ANY OF ITS AFFILIATES OR SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

IF, DESPITE THE FOREGOING LIMITATION OF LIABILITY FOR DAMAGES, A COURT OR OTHER TRIBUNAL OF COMPETENT JURISDICTION DECIDES TO AWARD MONETARY DAMAGES TO YOU FOR ANY CLAIM OR CAUSE OF ACTION ARISING FROM THE SAME, THE AMOUNT OF MONETARY DAMAGES FOR SUCH CLAIM OR CAUSE OF ACTION SHALL BE NO GREATER THAN ONE HUNDRED U.S. DOLLARS (\$100).

### **14. Indemnity**

YOU UNDERSTAND AND AGREE THAT YOU ARE PERSONALLY RESPONSIBLE FOR YOUR BEHAVIOR IN CONNECTION WITH THE SERVICE AND USE OF THE COMMUNITY FIRST FUND WEBSITE. YOU AGREE TO INDEMNIFY, DEFEND, AND

HOLD HARMLESS COMMUNITY FIRST FUND, ITS PARENTS, SUBSIDIARIES, AND AFFILIATES, AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ALL CLAIMS, DEMANDS, LAWSUITS, DAMAGES, LIABILITIES, LOSSES, COSTS, OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE FEES AND DISBURSEMENTS OF COUNSEL AND COURT COSTS), JUDGMENTS, SETTLEMENTS, AND PENALTIES OF EVERY KIND ARISING FROM OR RELATING TO ANY VIOLATION OF THIS AGREEMENT AND ANY ACTIVITY RELATED TO YOUR USE OF THE WEBSITE.

## **15. Termination**

You agree that Community First Fund may, in its sole discretion and without prior notice, terminate your access to or use of any of our Website at any time and for any reason, with or without cause. You also agree that any violation by you of the Agreement will constitute an unlawful and unfair business practice that will cause irreparable harm to Community First Fund for which monetary damages would be inadequate. You consent to Community First Fund's obtaining any injunctive or equitable relief that Community First Fund deems necessary or appropriate in such circumstances, without the need for a bond. These remedies are in addition to any other remedies Community First Fund may have at law or in equity.

## **16. Copyright Infringement**

We take copyright violation very seriously and will vigorously protect the rights of legal copyright owners. We may remove material from the Website that appears in our sole discretion to infringe upon the intellectual property rights of others and we will terminate the access rights of any repeat infringer. If you believe a work protected by a U.S. copyright you own has been posted on this Website without authorization, you may notify our copyright agent, and provide the following information:

- (a) a physical or electronic signature of the person authorized to act on behalf of the copyright owner;
- (b) identification of the copyrighted work or works claimed to have been infringed;
- (c) a detailed description of the material you claim is infringing, together with information sufficient to enable us to locate it, including the URL where the infringing material appears;
- (d) your name, mailing address, telephone number, and e-mail address;
- (e) a statement by you that you believe in good faith that the copyrighted material identified is being used in a manner that is not authorized by the copyright owner, its agent or the law; and
- (f) a statement by you that the above information is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of the copyright allegedly infringed.

To notify Community First Fund of claimed copyright infringement, please contact:

**Community First Fund**  
51 South Duke Street  
Suite 400  
Lancaster, PA 17602  
717-393-2351  
[info@communityfirstfund.org](mailto:info@communityfirstfund.org)

## **17. General**

### **17.1 Modifications**

At any time and at Community First Fund's sole discretion, we may add, delete, or modify the Agreement or the Website. Should you deem any such addition, deletion, or modification to the Agreement unacceptable, you shall stop accessing, and/or using the Website. All changes to the Agreement shall be effective immediately.

### **17.2 Access and Use Where Prohibited**

Access to and use of the Website are unauthorized in any jurisdiction that does not give effect to all provisions of the Agreement, including this Section.

### **17.3 International Use**

This Website is hosted from the United States, and Community First Fund's corporate office and activities are located in and directed from the United States. Accordingly, if you access this Website from outside the United States, your information may be transferred to and maintained on computers and servers located outside of your state, province, country, or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. Your consent to the Agreement followed by your submission of such information represents your agreement to the transfer of such information to the United States and the collection, use, and disclosure of your information in accordance with United States law and our Privacy Policy.

Community First Fund makes no representation that the Website or any aspect thereof will be available or appropriate for use in locations outside of the United States. Those who choose to access the Website from locations outside the United States do so at their own risk and are responsible for compliance with local laws and regulations. Users are responsible for compliance with all United States export laws and regulations when exporting any products, services, content, or materials provided through the Website.

### **17.4 Dispute Resolution**

Community First Fund intends to resolve any and all disputes that may arise between it and its users in a cost-effective and non-disruptive manner, preferably without the time and expense of litigation. Toward this end, you agree to the following dispute resolution procedure. If you are unable to resolve any dispute in the ordinary course of business, you shall send a written notice to Community First Fund in which you outline the issues in dispute, enclose any relevant



documents, and state the requested relief. Community First Fund shall respond within ten (10) business days with identical information from its perspective. You and a representative of Community First Fund shall meet or communicate electronically within ten (10) business days of the delivery of the response, and as often as you and Community First Fund mutually deem necessary or desirable thereafter, in an attempt to resolve the matter. If, within sixty (60) days of the first communication, you and Community First Fund fail to resolve the matter, you may then proceed to arbitration as described in Section 17.5 below.

### **17.5 Arbitration**

After failing to mutually settle any disputes as required in Section 17.4, and except for equitable claims, small claims court, and claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret, any controversy or claim arising out of or relating to this Agreement or the Service provided hereunder shall be submitted to and settled through binding arbitration. By agreeing to arbitrate, the parties hereby waive their rights to a jury trial.

- a) The arbitration will be conducted in accordance with this Agreement, the Federal Arbitration Act and the then-current Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). In the event of a conflict, the provisions of the AAA Rules will control, except where those Rules conflict with this Agreement, in which case this Agreement will control.
- b) The arbitration shall be conducted before a single arbitrator selected as provided in the AAA Rules and who shall have at least five (5) years of relevant experience. The arbitration shall be commenced and held in the Commonwealth of Pennsylvania. No potential arbitrator may be appointed unless he or she has agreed in writing to be bound by these procedures.
- c) To the extent state law is applicable, the arbitrator shall apply the substantive law of the Commonwealth of Pennsylvania. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. Any issue concerning the location of the arbitration, the extent to which any dispute is subject to arbitration, the applicability, interpretation, or enforceability of these procedures, including any contention that all or part of these procedures are invalid or unenforceable, and any discovery disputes, shall be resolved by the arbitrator.
- d) Each party will be entitled to reasonable discovery in preparation for the arbitration, including the production of relevant documents and the deposition of witnesses. Any disputes involving discovery shall be heard and resolved by the arbitrator. All objections are reserved for the arbitration hearing, except for objections based on privilege and proprietary or confidential information.
- e) All aspects of the arbitration shall be treated as confidential and neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such

disclosure, a party shall give written notice to all other parties and shall afford such parties a reasonable opportunity to protect their interests.

- f) The decision of the arbitrator shall be reduced to writing, shall be final and binding on the parties except for fraud, misconduct, or errors of law, and judgment upon the decision rendered may be entered in any court having jurisdiction thereof. The arbitrator may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.
- g) The arbitrator shall award all costs of the arbitration, including arbitrator's fees, arbitration filing fees, travel costs of witnesses, costs of depositions and reasonable attorney fees to the substantially prevailing party; provided, however, that if the User is the substantially prevailing party, the User shall bear the costs of its own attorney fees.

### **17.6 Applicable Law and Venue**

Any action related to the Agreement will be governed by the laws of the Commonwealth of Pennsylvania, without regard to the choice or conflicts of law provisions of any jurisdiction. You and Community First Fund agree and consent that jurisdiction, proper venue, and the most convenient forums for all claims, actions, and proceedings of any kind relating to the Website or the Agreement that are not submitted to arbitration will be exclusively in the federal or local courts with jurisdiction over Lancaster, Pennsylvania.

If Community First Fund does take any legal action against you as a result of your violation of the Agreement, Community First Fund will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Community First Fund. You agree that Community First Fund will not be liable to you or to any third party for termination of your access to, or use of, the Website as a result of any violation of the Agreement or for any reason at all.

No action arising out of this Agreement or your access to or use of our Website, regardless of form or the basis of the claim, may be brought by you more than one (1) year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose) and you hereby waive any longer statute of limitations that may be permitted by law.

### **17.7 Severability**

If any part of the Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

### **17.8 Waiver**

No failure or delay in enforcing any provision, exercising any option, or requiring performance, shall be construed to be a waiver of that or any other right in connection with the Agreement.

## **17.9 Entire Agreement**

Unless otherwise specified herein, this Agreement constitutes the entire agreement between you, a User, and Community First Fund with respect to the Community First Fund Website and Service and supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and Community First Fund with regard to the Community First Fund Website and Service.

## **17.10 Assignment**

You may not assign, by operation of law or otherwise, any rights or delegate any duties under the Agreement to any third party without prior written consent by Community First Fund. Any purported assignment lacking such consent will be void at its inception. Community First Fund may assign all or part of its rights and/or delegate all or part of its duties under the Agreement to any party, at any time, and in its sole discretion, upon notice of assignment by posting such notice on the Website.

## **17.11 Comments**

If you have any comments or questions about our Website or the Service, please contact us at [info@communityfirstfund.org](mailto:info@communityfirstfund.org) or by telephone at 717-393-2351.

## **17.12 Other**

This Agreement is accepted upon your use of the Community First Fund Website and is further affirmed by you becoming a User of the Service. The section titles in this Agreement are for convenience only and have no legal or contractual effect.