Membership Terms

PLEASE READ THESE MEMBERSHIP TERMS OF USE (THE "MEMBER TERMS") CAREFULLY. BY CLICKING "JOIN", AND/OR SUBMITTING THE MEMBERSHIP PAYMENT YOU REPRESENT THAT IN ADDITION TO THE GENERAL TERMS OF USE, YOU HAVE READ AND UNDERSTOOD THESE MEMBER TERMS; YOU MEET THE ELIGIBILITY REQUIREMENTS DESCRIBED BELOW; AND, YOU ACCEPT AND AGREE TO BE BOUND BY THESE MEMBER TERMS AND ALL TERMS INCLUDED BY REFERENCE. IF YOU DO NOT ACCEPT ANY PART OF THESE MEMBER TERMS, YOU ARE NOT ALLOWED TO PROCEED WITH THE MEMBERSHIP PAYMENT OR BECOME A MEMBER.

Capitalized terms not defined herein shall, unless otherwise indicated herein, have the meanings ascribed to such terms in the <u>General Terms of Use</u>.

The Federation of WWOOF Organisations ("WWOOF") is the umbrella body representing the national WWOOF organization with which you hold a membership. The national organization you joined has agreed to these shared terms. You can find contact information for each national organization [here].

Summary of Membership Terms (this summary paragraph is provided only as a courtesy and does not constitute the full agreement between you and WWOOF, please read the General Terms of Use and this Membership Terms fully and carefully before using the Services and/or becoming a Member):

The function of the WWOOF (Worldwide Opportunities On Organic Farms) organisation you are joining is limited to providing the WWOOF platform through which current Members may interact. WWOOF shall not be responsible for any injury, loss, or damage that can result from the use of the Service. By joining, you agree to release, indemnify, assume the defense of (if requested), and hold harmless WWOOF and its directors, officers, employees and agents from and against any and all liability, loss, wage claims, workers compensation claims, damages, costs or expense (including travel expenses or attorney's fees). You are aware of local, state and federal labor laws, which apply to you, and will be in compliance with them. You agree to produce suitable identification for membership verification upon request.

WWOOFers: By joining WWOOF, you agree to the following: You will contact each Host you would like to visit in advance, and to leave immediately if requested to do so. In addition, you understand that you are solely responsible for all of your transportation to and from the Host, regardless of the circumstances. Please read Section 11 of these Member Terms for additional responsibilities to which you agree as a WWOOFer.

Hosts: By joining WWOOF, you agree to the following: You will follow all the Host guidelines contained in Section 12 of these Member Terms. You recognize that WWOOFing is a cultural and educational exchange, and not a labor source. You understand that it is your responsibility to investigate farmers, homeowners, and

other insurance options to find the best fit for your needs. Please read section 12 of these Member Terms for additional Host terms for which you agree to be responsible.

By joining, all Members further agree to follow WWOOF's membership guidelines included in the present Membership Terms: WWOOFers share in daily life with their host and learn about organic farming and sustainability while spending about half of each day helping out on a farm. Hosts offer accommodation and meals to visitors, with no money exchanged between hosts and WWOOFers.

1. Eligibility, Registration, and Profiles:

Age. Find here the minimum age to register as a Member.

1.1 **Member Registration:** as a Member, upon payment and registration, you agree to (a) provide accurate, truthful, current and complete information when creating your profile; (b) maintain and promptly update your profile information; (c) maintain the security of your profile by protecting your password and restricting access to your profile; (d) promptly notifying WWOOF I if you discover or otherwise suspect any security breaches related to the Services; and (e) take responsibility for all activities that occur on your profile and accept all risks of any authorized or unauthorized access. You may not use the Service if we have previously banned you.

1.2 Membership validity and benefits

WWOOFer membership is valid for 1 year from the date of purchase and it provides you with access to the online host directory and a display of your profile on the WWOOFer directory if you opt in this option.

Host membership is valid for 1 year from the date of purchase and provides you with a display of your profile on the host directory and access to the online WWOOFer directory.

1.3 Safety and Security. For the safety and security of all Users, WWOOF does not allow individuals convicted of a felony involving violence, sexual misconduct, or property damage to participate in the WWOOF program. Notwithstanding the foregoing, individuals may apply for an exception to this prohibition if they believe their individual circumstances warrant an exception. In that case, the applicant should provide WWOOF with details substantiating their request for an exception (e.g. court records demonstrating the conviction was long ago, references indicating an applicant's suitability for the platform, etc.). Each application for an exception will, in WWOOF's sole discretion, be evaluated and considered. If we receive notification that you, or the individual sharing a joint membership account with you to access the Service, ("your WWOOFing partner"), or anyone in your household (for Hosts), are in violation of this Members Terms, we reserve the right to revoke your membership immediately. If a potential Member feels that their circumstances warrant further consideration, we request you contact us and provide a written explanation.

This information will be reviewed by a committee with regard to the safety of our Members. Failure to provide further explanation, falsification, or omission of data will result in denial of or revocation of membership.

- 1.4 **Sharing and Transferring of Profiles.** You may only share a profile if you register for a joint account. Each individual Member must use their legal name when registering for identification purposes. Names on the accounts cannot be changed. The only other allowance of a shared account is when minors wish to use the Service with their parent or legal guardian. Not properly registering everyone in your party is cause for membership revocation. In order to preserve member accountability, no Member may have more than one account. If an account expires and a Member wishes to renew, they must renew their previous account. Members should notify us of account theft or of unauthorized use.
- 1.5 **Visas and Immigration.** If you are traveling as a foreign national, please be aware that WWOOF cannot help you obtain any immigration document and you are responsible for understanding the local laws prior to entering any foreign country. WWOOF Portugal is not responsible for any problems you may experience with immigration. If you have questions about how local laws apply you should always seek legal advice.
- 1.6 **Insurance**. WWOOFers are required to have travel, medical, or other adequate insurance, and Hosts may ask WWOOFers to confirm their coverage before they arrive. Additionally, most Hosts have some types of coverage in their homeowner's policy. The information provided in this Section is for informational purposes only. It is the responsibility of all Members to be insured and to inquire with one another about each of their insurance obligations, if any, prior to visiting. WWOOF shall not be liable, nor responsible for any insurance requirement of any Member. You acknowledge that you assume responsibility for any risks.
- 1.7 **Termination:** We may, at our sole discretion, with or without cause (any such cause may include your breach of these Membership Terms and/or the General Terms of Use), and with or without prior notice cancel your access to our Services.
- 1.8 You Have Sole Responsibility When Interacting with Other Members. WWOOF's function is limited to supplying the current directory so that Members can learn about one another, communicate with one another, and arrange visits. You are solely responsible for your interactions with other Members. We do not monitor interactions between you and other Members as a matter of course and have no obligation to do so. We do however reserve the right to do so if we wish.
- 1.9 **Identity Verification**. We do not warrant that verification, identity or background checks conducted on Members (if any) will identify past misconduct or prevent future misconduct. Any references to a Member being "verified" (or similar language) indicate only that the Member or WWOOF has

completed a relevant verification or identification process and nothing else. You are solely responsible for determining the identity and suitability of others with whom you may interact through our Services. WWOOF does not represent or warrant that our tools are sufficient to determine whether it is appropriate for you to interact with any other Member. Further, we do not endorse any persons who use or register for our Services. We do not investigate or verify any Member's reputation, conduct, morality, criminal background, or any information Members may submit to the Service. We encourage you to take precautions when interacting with other Members, particularly when meeting a stranger in person for the first time. Furthermore, you agree to produce suitable identification if requested by a Host or WWOOFer for membership verification.

1.10 **Members' Content Restrictions**. Parts of the Service enable you to provide feedback, text, photos, audio, video, information, and other content (collectively, "**Content**"). You are solely responsible and liable for any Content that you submit, post or transmit via our Services and if any of your Content violates or infringes the intellectual property or privacy rights of any third party. By providing Content, in whatever form and through whatever means, you grant WWOOF a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, sub-licensable and transferable license to copy, modify, prepare derivative works of, distribute, publish and otherwise exploit, that Content, without limitation. If Content includes personal information, our Policy describes how we use that personal information. We reserve the right to remove any Content, in whole or part, that violates these Membership Terms and/or the General Terms of Use, or for any other reason at our sole discretion.

The following Content is not allowed:

- discriminatory, obscene, harassing, deceptive or violent content;
- personal attacks or insults, profanity, inappropriate, illegal, lewd, or unrelated content, hate speech, sexual references, intentionally inflammatory rhetoric, or defamation (including libel);
- personal contact information, including without limitations name, phone number and websites in profile descriptions since these are visible to the public;
- unsolicited promotions, political campaigning, advertising or solicitations, without our prior written consent;
- private or personal information about another person, unless such person has agreed to the disclosure of this information;
- viruses, corrupted data or other harmful, disruptive or destructive files viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- content which may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any third party.

By posting Content, you represent and warrant that you have the lawful right to post, distribute and reproduce such Content;

We do not monitor Content as a matter of course. If you become aware of Content that violates these Membership Terms and/or the General Terms of Use, you may contact us directly to report.

- 2. **Responsibility**: The responsibility of WWOOF is limited to providing a means of contact between Hosts and WWOOFers. Any arrangements made are entirely the members' own responsibility.
- 3. **Respect.** You further agree to be respectful to Hosts, WWOOFers, the Host's family and their property, and WWOOF's employees.
- 4. **Respond.** In an effort to encourage good communication between Members you agree to respond to all reasonable messages from other Members. You further agree to respond to any direct communication from the WWOOF administration in a timely manner.
- 5. **Messages from WWOOF**: In agreeing to be a Member you accept that we will contact you, along with other Members, in order to advise of issues important for the functioning of your WWOOF organisation, new regulations, warnings, up-coming related events, etc.
- 6. **Delivery Policy:** WWOOF endeavors to review and activate new Host memberships within 1-5 business days though your application may take more or less time. WWOOFer memberships are activated immediately upon receiving payment. Once activated, both memberships provide access to create a profile and view the full online member directory, allowing Hosts and WWOOFers to connect for opportunities to learn about sustainable agriculture locally.
- 7. **Refund Policy:** A refund may be available up to 14 days from purchase date based on a case-by-case review upon request. If any membership policies have been violated within these 14 days then you void your right to a refund.
- 8. **Membership fee:** Find here the annual membership fee to join as a <u>WWOOFer</u> or as a <u>host</u>.
- 9. **Reporting Misconduct:** If you interact with anyone through our Services who you feel is acting or has acted inappropriately, including but not limited to offensive, violent or sexually inappropriate behavior, who steals from you or engages in any other disturbing conduct, we strongly encourage you to immediately report such person to the appropriate authorities and to contact us. Please note that although we encourage you to report misconduct, we are not responsible or liable for our Members' actions and we are not obligated to take any action in regards to any misconduct. Any reports of inappropriate behavior between Members will be investigated by WWOOF, and may be cause for membership being revoked.
- 10. **WWOOFers and Hosts Duties**: WWOOFers share in daily life with their host and learn about organic farming and sustainability while spending about half of each

day helping out on a farm. Hosts offer accommodation and meals to visitors, with no money exchanged between hosts and WWOOFers.

- 11. **WWOOFers**: As a WWOOFer you agree to the following:
 - 11.1 **Transportation and expenses.** You are solely responsible for all of your transportation to and from the Host's location and any other expenses, regardless of the circumstances.
 - 11.2 **Arranging a visit**. You agree to contact each Host you would like to visit in advance to arrange a visit, and to leave immediately if requested to do so.
 - 11.3 **Change of plans.** You agree to notify Hosts well in advance if due to unforeseen circumstances you cannot honor your commitment to visit them. If you are a 'no-show', Hosts may leave negative reviews on your profile page. Additionally, you understand that WWOOF may cancel your membership if we receive reports of three no-shows.
 - 11.4 **Respect.** You agree to respect each Host's property and follow all farm rules while visiting.
 - 11.5 **Participation**. You agree that you are interested in learning more about organic agriculture while participating in the daily life of your Host farmer.
- 12. **Hosts**: as a Host, you agree to the following:
 - 12.1 **Not a Source of Labor**. You recognize that WWOOFers participate in the program with a cultural and educational purpose, and shall not be considered a labor source. You understand that it is your responsibility to investigate farmer, homeowner, and other insurance options to find the best fit for your needs.
 - 12.2 **Being a Host**. You agree to WWOOF's *Key Principles and Required Criteria* (for hosts), to practice organic or sustainable growing methods; to provide an educational experience and share knowledge with WWOOFers; to provide adequate food for three meals per day; to provide suitable and sanitary living accommodations; to ask WWOOFers to help for no more than five half days per week; and to keep your profile up-to-date with accurate and detailed information about WWOOFer activities.
 - 12.3 **Animal Welfare**. In addition to practicing organic or sustainable growing methods, you agree to the humane treatment of any animals on your property and understand that reports of animal neglect may be cause for membership cancellation.
 - 12.4 **Religious or Spiritual Affiliation**. You further agree to disclose on your profile and in communication with WWOOFers if your host farm is also a religious or spiritual organization. You will also disclose if any religious practices, events or behaviors are required of visitors to the farm.

- 12.5 **Safety**. As a Host, you are responsible for WWOOFers safety while they are visiting your farm. If a WWOOFer becomes injured or ill while visiting, you are responsible for helping them seek medical attention and contacting our office for support if needed. A WWOOFer should receive support in recovering from illness/injury by remaining at your farm until able to safely leave, within reason.
- 13. **Termination:** We may, at our sole discretion and with or without a refund, with or without cause (any such cause may include your breach of these Membership Terms and/or the General Terms of Use), and with or without prior notice: (1) cancel your access to our Service, (b) block or remove your membership and profile and all related information and files.