

# HowWeFeel

## Data Access Terms

The undersigned person or entity ("you") agrees to these Data Access Terms ("Terms") with The How We Feel Project, Inc., a nonprofit corporation from California ("HowWeFeel" or "we") as a condition to access data from the project that HowWeFeel may make available at its sole discretion ("Data").

1. Under no circumstances may you use the data for any purposes other than research, development and application of cures, tests, vaccination, containment and other healthcare measures.
2. You must not identify or try to identify any individual person who contributed to the Data.
3. Except with express written consent from HowWeFeel, which we may withhold or revoke at any time for any or no reason
  - a. You shall only use Data for the purposes that You declare to us when you apply for data access.
  - b. You must not share our Data (modified or unmodified) with anyone other than service providers that help you run your organization, subject to strict confidentiality and data processing terms that prohibit any use of the Data except on your behalf and in your interest.
4. HowWeFeel provides the Data "as is," without any express or implied warranties. We hereby disclaim any implied representations and warranties, including any implied warranty of merchantability, fitness for a particular purpose, non-infringement, title, accuracy or compliance. We shall not be liable for any indirect, consequential or incidental damages, and our liability for any direct damages shall be limited to \$100 for any and all instances. Your sole and exclusive remedy for any dissatisfaction with the Data or our actions or omissions relating to the Data or these Terms is to stop using the Data.
5. If anyone asserts any claims, sanctions or charges against us caused by, or relating to your access to, or use of Data, you shall immediately notify us in writing, indemnify us and hold us harmless from any resulting costs, fines, attorney's fees, judgments or other adverse consequences.
6. We or you may terminate your access to Data at any time, for any or no reasons. Upon termination, you must delete all Data and provide us with a written certification that you have deleted all Data.

These Terms reflect the entire agreement between you and us. Our agreement and any disputes relating to our agreement or the Data shall be governed by California law. Any amendment or modification to our agreement shall be ineffective, except if expressly agreed by an authorized representative of HowWeFeel in a duly signed writing.

The undersigned agrees to these Terms and seeks to use the Data for the following purpose:

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[state purpose]

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[date, name, job title]

For

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[full name and address of organization]