

FIREFLY SISTERHOOD PROGRAM AGREEMENT

The mission of Firefly Sisterhood is to facilitate and foster intentional one-on-one connections between individuals diagnosed with breast cancer and those already on the breast cancer journey. We offer the Firefly Sisterhood One-to-One program ("Program") to help individuals who are diagnosed with breast cancer connect with volunteers who are breast cancer survivors.

This Agreement (which we refer to as "the Program Agreement") applies to your participation in the Program. In the Program Agreement, we sometimes use "we", "us" and "our" to refer to Firefly Sisterhood; "Support Seeker" to refer to each of the participants seeking support in the Program; and "Peer Mentor Guide" to refer to each breast cancer survivor who serves as a volunteer mentor in the Program. We also refer to the Support Seeker and Peer Mentor Guide who participate in the Program as "you", "your", and "Program Participants" and "Participants". "Personal Information" includes but is not limited to: (1) information that can be used to determine, distinguish or trace an individual's identity, such as name, e-mail address, address, phone number, age, or date of birth and (2) any other information that is linked or linkable to an individual, such as medical and employment information.

YOUR COMMITMENTS AND RIGHTS

You agree to abide by the Program Agreement and our Privacy Policy while participating in the Program. You understand that if you do not comply with the Program Agreement or our Privacy Policy, Firefly Sisterhood has the right to terminate your participation in the Program.

Peer Mentor Guides should have a sincere bona fide interest in and be committed to providing one-to-one support and encouragement to Support Seekers. If your application to be a Peer Mentor Guide is accepted, you agree to complete Firefly Sisterhood's Peer Mentor Guide training before you can serve as a Peer Mentor Guide. You also agree that to continue serving as a Peer Mentor Guide you shall periodically complete such additional training as Firefly Sisterhood may require.

Support Seekers should have a sincere, bona fide interest in receiving Peer Mentor Guide support and encouragement.

Peer Mentor Guides and Support Seekers agree that you will not offer medical advice or opinion to other Peer Mentor Guides or Support Seekers. You further agree that you will not endorse or recommend specific physicians, other health care providers, health care facilities or medical treatments to other Peer Mentor Guides or Support Seekers.

Participation in the Program is voluntary. Both Peer Mentor Guides and Support Seekers agree to pay any expenses you may incur while participating in the Program. You agree you are not an employee, independent contractor, or agent of Firefly Sisterhood when you participate in the Program, and you have no authority to bind or act on behalf of Firefly Sisterhood. Peer Mentor Guides and Support Seekers agree that they shall not use social media to promote the Program without the written authorization by Firefly Sisterhood to do so. Peer Mentor Guides and Support seekers agree not to promote personal business or other interests to your Program Partner or other Support Seekers and Peer Mentor Guides.

You have the right to close your match with your Peer Mentor Guide or Support Seeker, request a different Peer Mentor Guide or Support Seeker, or cancel your participation in the Program at any time. If you choose to close a match and request a new Peer Mentor Guide or Support Seeker, or cancel your participation in the Program, you agree to notify us via email to program.manager@fireflysisterhood.org and inform your Program Partner of your decision. When a match is closed, both Peer Mentor Guides and Support Seekers agree that you shall not share any Personal Information about your former Program Partner with anyone except us, including but not limited to any new Program Partner you may have. You agree that your obligations under the Privacy and Confidentiality provisions of the Program Agreement and Firefly Sisterhood's Privacy Policy shall survive the closing of a match and shall continue even if you no longer participate in the Program or are no longer associated with Firefly Sisterhood.

You acknowledge that we may revise the Program Agreement at any time by posting the changes on the Firefly Sisterhood website. By continuing to participate in the Program after the Program Agreement is

revised, you shall be deemed to agree to the terms of the revised Program Agreement.

Privacy and Confidentiality: You agree to protect the privacy, confidentiality, and security of Personal Information of your Peer Mentor Guide or Support Seeker as provided in the Program Agreement. These privacy, confidentiality, and security obligations will survive termination of your participation in the Program or association with Firefly Sisterhood.

We agree to use Personal Information regarding you and your Program Partner only in accordance with our Program Agreement and Privacy Policy. To the extent there is a conflict between the terms of our Program Agreement and the terms of the Privacy Policy, this Program Agreement will govern information related to your participation in the Program. You shall only use Personal Information that we provide you about your Peer Mentor Guide or Support Seeker to participate in the Program. You agree to keep all Personal Information about your Program Partner confidential, including the Personal Information that you receive from us regarding your Program Partner. You shall not disclose any Personal Information regarding your Program Partner to other Participants or any third party, or use such Personal Information for any purpose other than to participate in the Program, without your Program Partner's express written permission and you giving written notice thereof to Firefly Sisterhood at info@fireflysisterhood.org. Support Seekers and Peer Mentor Guides may decide to share Personal Information or other information with one another beyond what they provided to us. They do so at their own discretion and risk and not as our agents. Notwithstanding the foregoing, we do maintain records of matches.

You must keep any paper or electronic information that includes Personal Information regarding your Program Partner in a safe and secure place and take reasonable steps to protect it from unauthorized access, use, or disclosure. If you learn of unauthorized access, use, or disclosure of Personal Information you hold regarding your Program Partner, you shall promptly notify your Program Partner and us by emailing info@fireflysisterhood.org.

You agree not to use the Program, Firefly Sisterhood's website, social media, or Personal Information regarding a Support Seeker or Peer Mentor Guide, to harass, violate the privacy of, harm, or threaten to harm any Peer Mentor Guide, Support Seeker, or Firefly Sisterhood in any way.

OUR COMMITMENTS AND RIGHTS

We reserve the right to refuse to accept Peer Mentor Guide or Support Seeker applicants, or to terminate current Peer Mentor Guides or Support Seekers, for any reason, including but not limited to our having a reasonable basis to believe that an applicant is not a current or former cancer patient or has provided incomplete or inaccurate information. If you violate the Program Agreement, we reserve the right to terminate your participation in the Program.

If we accept your application, we will use the Personal Information you provided in your application and other communications between you and us to attempt to match you with an appropriate Program Partner. We will use reasonable efforts to pair every Support Seeker with a Peer Mentor Guide; however, we do not guaranty that we will be able to do so, nor do we make any guaranty as to how quickly an appropriate match can be made.

Privacy and Confidentiality: We will maintain and protect the confidentiality, privacy, and security of the Personal Information you provide us in your application and as part of the Program, and safeguard the information from unauthorized use, access, or disclosure as provided in the Program Agreement and our Privacy Policy and as required by applicable laws.

When we help Program Participants connect, each Participant agrees that we may provide each of them with Personal Information about the other that we collected from their applications.

We may disclose your Personal Information if we deem it necessary in order to comply with a legal obligation, to enforce the Program Agreement and Privacy Policy, or to protect our rights or the rights of other parties such as Program Participants. These privacy, confidentiality, and security obligations will survive termination of your participation in the Program or Firefly Sisterhood services.

DISCLAIMERS

The Program and our services are provided “as is.” We do not make any specific promises or warranties about the value or benefits of the Program, or the conduct of your Peer Mentor Guide or Support Seekers or other Program Participants except as stated in the Program Agreement. If you are not satisfied with the Program, your sole remedy is to terminate your participation in the Program.

There are always potential risks in any situation where you are meeting new acquaintances. You are encouraged to consider and take reasonable precautions in your interactions and meetings with your Peer Mentor Guide or Support Seeker. Any information or advice provided by us, our employees and agents, or any Peer Mentor Guide, Support Seeker or other Program Participant is not intended to be, and should not be considered medical advice, diagnosis, or treatment. You should always obtain medical advice, diagnosis, and treatment from qualified health care professionals.

LIMITATION OF LIABILITY

While we seek to attract inspiring volunteers and to screen all Program Participants, we undertake no responsibility for the quality or conduct of your Peer Mentor Guide or Support Seeker or other Program Participants with whom you may interact. You agree to bear all risks associated with your relationships with and information provided to or received from your Peer Mentor Guide, Support Seeker, other Program Participants, or us. To the extent permitted by law, you agree that your recovery for any damage or loss that you may suffer by reason of any action taken or omitted by Firefly Sisterhood, our employees, agents, officers, and directors, or other Program Participants, will be limited to \$50.00.

GOVERNING LAW; DISPUTES

Firefly Sisterhood and you agree that this Program Agreement is governed by the laws of the State of Minnesota without reference to the principles of conflicts of law thereof. In the event you believe you have suffered harm arising from or related to your participation in the Program, you agree to inform us in writing at info@fireflysisterhood.org. Upon receipt of notice of alleged harm, you agree that Firefly Sisterhood shall have 30 days from the date of receipt to remediate the alleged harm before any legal action can be initiated. Any legal action for alleged harm must be commenced within one year after the date the claim is alleged to have arisen, or you will be barred from pursuing any cause of action based thereon.