

EFFECTIVE DATE: AUGUST 25, 2016

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1. INTRODUCTION

Welcome to the Right To Be Internet site or mobile application (the “Services”), operated by Hollaback! INC DBA Right To Be (“we”, “our”, or “us”). Hollaback! INC DBA Right To Be is a nonprofit organization that fights harassment.

Our mission is to empower everyone to build a world that is free of harassment and filled with humanity. We carry out this mission by building the power of people to create measurable and long-lasting impacts in the movement for public justice. The Services also permit users to learn about Right To Be’s programs; view information about harassment, educational materials, videos, and news; and make a donation.

PLEASE READ THESE TERMS OF USE CAREFULLY. The Services permit users to (a) access information and other materials (“Content”) that we, our users, or third parties post to the Services or (b) submit Content to the Services. By accessing or using the Services in any way you are agreeing to comply with these Terms of Use, including any documents, policies, and guidelines incorporated by reference (“Terms”).

2. CHANGES TO THE TERMS OR SERVICES

We may change or modify the Terms from time-to-time without notice other than posting the amended Terms on the Services. The amended Terms will automatically be effective when posted on the Services. Your continued use of the Services after any changes in these Terms shall constitute your consent to such changes. We reserve the right to change, modify or discontinue, temporarily or permanently, the Services (or any portion thereof), including any and all Content contained on the Services, at any time without notice. You agree that we and our related parties (including our affiliates, parents and subsidiaries) shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services (or any portion thereof).

3. PRIVACY POLICY

Please view our **Privacy Policy**, which explains our practices relating to the collection and use of your information through or in connection with the Services. Our use of your information is governed at all times by our Privacy Policy, which is incorporated into these Terms. You understand that through your use of the Services you consent to the collection and use of this information.

4. COPYRIGHT AND AUTHORIZATION

The Services provide you access to a wide variety of Content. Some of the Content is owned by us. Other portions of the Content may be owned by third parties, such as users, non-government organizations, law enforcement agencies, and other third parties (including Content that is generated by users as further described in Section 7). To the extent that your use of Content on the Services does not constitute a “fair use” for which you do not need our permission, you must seek written permission from us to use any Content found on the Services. You can submit a request to hello@righttobe.org. Your request should contain the following:

- Description of the content requested, including where the content can be found on the Services;
- Description of the intended audience and manner of distribution;
- Size of first printing or circulation, if applicable; and
- Contact information for a reply.

All material on the Services that you have been granted permission to reproduce or that constitutes fair use should be attributed to Hollaback! INC DBA Right To Be.

5. COPYRIGHT COMPLAINTS

We respect the intellectual property rights of others. If you believe that your work has been copied and has been posted, stored, or transmitted to the Services in a way that constitutes copyright infringement, please submit a notification pursuant to the Digital

Millennium Copyright Act ("DMCA") by providing our Copyright Agent the following written information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A specific description of where the material that you claim is infringing is located on the Services;
- Your name, address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for notice of claims of copyright infringement on the Services can be reached as follows:

Rick Chapo

DMCAAgentService.com

P.O. Box 373

Pine Valley, California 91962

Phone: (800) 804-7260

Email: [**complaint@dmcaagentservice.com**](mailto:complaint@dmcaagentservice.com)

Within a reasonable period of receiving and reviewing any notice of claimed infringement (or any statement in conformance with 17 U.S.C. § 512(c)(3)), we will remove or disable access to the allegedly infringing content. Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing, or that material or activity was removed or disabled by mistake or misidentification, may be subject to liability. Please also be advised that we enforce a policy that provides for the termination in appropriate circumstances of users who are repeat infringers. Accordingly, if you are not sure whether certain material infringes the copyrights of others, you should consult an appropriate professional for specific advice tailored to your particular situation.

6. TRADEMARKS

Trademarks (including but not limited to Hollaback! and its logo) that are used or displayed on the Services are owned by us. Our trademarks may not be copied or used, in whole, partial, or modified form, without our prior written permission. In addition, Hollaback! custom graphics, logos, button icons, scripts, and page headers are covered by trademark, trade dress, copyright, or other proprietary right law, and may not be copied, imitated, or used, in whole, partial, or modified form, without our prior written permission. You may not use any metatags or any other “hidden text” utilizing Hollaback!’s name, trademark, or product name without our express written consent. Other trademarks and trade names on the Services are those of their respective owners.

7. USER SUBMITTED CONTENT

The Services allow users to submit Content that may be posted on the Services without compensation, such as messages, data, images, text, photos, graphics, audio, video, or other material. You continue to own any Content that you submit to the services, but you hereby grant Hollaback! INC DBA Right To Be a royalty-free, perpetual, irrevocable, non-exclusive, worldwide and fully sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and

display such Content (in whole or part), to incorporate such Content in other works in any form, media, or technology now known or later developed, and to exercise the same rights with respect to such works. You also permit any user of the Services to access, display, view, store, distribute, perform, reproduce, and prepare derivative works of such Content that you have placed in publicly accessible areas of the Services. You agree that we have no obligation to submit or otherwise provide to you any Content (including any information or materials derived from Content that you submit to the Services) for your approval, and that we and our (sub)licensees shall not be liable to you for any distortion or illusionary effect resulting from the publication of your name or likeness, or any Content submitted to the Services by you. You hereby waive any moral rights you may have in any Content you submit to the Services.

You represent and warrant that any Content you submit to the Services fully complies with these Terms, including that (a) you own or otherwise control such Content to the extent necessary to comply with these Terms, including the right to grant to us the licenses and other rights set forth herein, (b) such Content does not infringe any third party's copyright, trademark, privacy, publicity, or other intellectual property rights, (c) such Content is accurate, and (d) use of such Content as contemplated herein will not cause injury to any person or entity. You agree to indemnify us and our (sub)licensees for any and all claims arising from the Content you submit to the Services.

We are not obligated to publish or use any Content that you submit to the Services. We have the right (but not the obligation), in our sole discretion, to monitor, refuse, or remove any Content from the Services for any or no reason, including that any Content violates these Terms or is otherwise objectionable. We take no responsibility and assume no liability for any Content uploaded, transmitted, or downloaded by you or any third party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity you may encounter on the Services. As the provider of the Services, we are only a forum and are not liable for any statements, representations, or Content provided by users of the Services. Any opinions, advice, or

recommendations expressed on the Services are those of the users providing such Content and not necessarily ours. We do not endorse any Content or any opinion, recommendation, or advice expressed therein. It is not our intent to discourage you from taking controversial positions or expressing vigorously what may be unpopular views; however, we reserve the right to take such action as we deem appropriate in cases where the Services are used to disseminate statements that are harmful or inflammatory.

Users should not post the personal information of the harasser. We will not publish the home or business address, email address, employer identity, or other contact information of the harasser.

8. ACCEPTABLE USE

You agree to use the Services and the Content (whether provided by us or others) in a manner consistent with all applicable laws and regulations. Additionally, you will not take any of the following actions with respect to the Services, related software, or Content, nor will you use the Services or related software to upload, post, email, distribute, transmit, link, solicit, or otherwise make available any Content or use the Services in any manner that:

- is unlawful, harmful to minors, threatening, harassing, abusive, defamatory, slanderous, vulgar, gratuitously violent, obscene, pornographic, indecent, lewd, libelous, invasive of another's privacy, or racially, ethnically, or otherwise offensive, hateful, abusive, deceptive in any way, or advocates or solicits violence, criminal conduct, or the violation of any applicable local, state, national, or international law or the rights of any third party;
- infringes someone else's patent, trademark, trade secret, copyright, privacy rights, right of publicity, or other intellectual property rights;
- removes any proprietary notices or labels on the Content;

- specifically advertises firearms or ammunition, tobacco, alcohol, illegal drugs, or other contraband;
- constitutes unsolicited or unauthorized advertising, junk or bulk e-mail (SPAM), chain letters, or any other unsolicited commercial or non-commercial communication;
- is off-topic according to the description of the group, forum or webpage;
- contains software viruses, worms, time bombs, corrupted files, Trojan horses, or any other computer code, files, or programs that are designed or intended to disrupt, damage, overburden, impair, or limit the functioning of any software, hardware, network, server, or communications systems or equipment;
- contains a charity request, petitions for signatures, chain letters, or letters relating to a pyramid scheme;
- disrupts, interferes, or inhibits any other user from using the Services or other affiliated or linked websites, material, contents, products, or services;
- uses any robot, spider, or other such programmatic or automatic device, including but not limited to automated dial-in or inquiry devices, to obtain information from the Services or otherwise monitor or copy any portion of the Services;
- creates a false identity for the purpose of impersonating or otherwise misleading others;
- prepares, compiles, uses, downloads, or otherwise copies any user information or usage information for any portion thereof, or transmits, provides, or otherwise distributes (whether or not for a fee) such information to any third party;
- uses our domain name as a pseudonymous return email address;
- provides material support or resources (or conceals or disguises the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
- reproduces, duplicates, copies, sells, makes derivative uses of, publishes, publicly performs, displays or distributes, trades, resells, or exploits for any commercial

purposes, any portion of the Services or Content, use of the Services, or access to the Services;

- systematically collects and uses any Content including the use of any data mining, or similar data gathering and extraction methods;
- uses frames or framing techniques to enclose any portion of the Services (including the images found at the Services or any text or the layout/design of any page or form contained on a page);
- and/or modifies, translates, decompiles, disassembles, uses reverse engineering, or otherwise attempts to derive the source code for the computer systems and other technology that operate the Services.
- For purposes of these Terms, “reverse engineering” shall include the examination or analysis of the Services to determine the source code, structure, organization, internal design, algorithms, or encryption devices of the Services’ underlying technology.

Unless you are participating in an area of the Services that requires or encourages anonymity, we encourage you to use your real name.

9. SECURITY

Violating the security of the Services is prohibited and may result in criminal and civil liability. We may investigate incidents involving such violations and may involve, and will cooperate with, law enforcement if a criminal violation is suspected. Examples of security violations include, without limitation, unauthorized access to or use of data or systems including any attempt to probe, scan, or test the vulnerability of the Services or to breach security or authentication measures, unauthorized monitoring of data or traffic, interference with service to any user, host, or network including, without limitation, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, forging any TCP-IP packet header, e-mail header, or any part of a message header, except for the authorized use of aliases or anonymous remailers, and using manual or electronic means to avoid any use limitations.

10. GENERAL PRACTICE REGARDING USE AND STORAGE

You acknowledge that we may establish general practices and limits concerning use of the Services, including without limitation the maximum number of days that messages, or other uploaded Content will be retained by the Services, the maximum number of messages that may be sent from or received by an account on the Services, the maximum size of any message that may be sent from or received by an account on the Services, the maximum disk space that will be allotted on our servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Services in a given period of time. Your use of the Services constitutes your consent to allow us to store electronic communications on our servers. You agree that we have no responsibility or liability for the deletion of or failure to store any messages or other communications or content maintained or transmitted by the Services. You acknowledge that we reserve the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that we reserve the right to modify these general practices and limits from time to time.

11. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE SERVICES, INCLUDING ANY CONTENT CONTAINED WITHIN THE SERVICES OR SOFTWARE THAT IS PROVIDED TO YOU, IS AT YOUR SOLE RISK. THE SERVICES, INCLUDING ANY CONTENT OR SOFTWARE, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. HOLLABACK! AND ITS RELATED PARTIES (INCLUDING ITS AFFILIATES, PARENTS AND SUBSIDIARIES), AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA, AND NON-INFRINGEMENT. BECAUSE SOME JURISDICTIONS MAY NOT PERMIT THE EXCLUSION OF

CERTAIN WARRANTIES, SOME OF THESE EXCLUSIONS MAY NOT APPLY TO YOU.

2. HOLLABACK! INC DBA RIGHT TO BE AND ITS RELATED PARTIES (INCLUDING ITS AFFILIATES, PARENTS AND SUBSIDIARIES), AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES MAKE NO WARRANTY THAT (i) THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE CONTENT OR ANY SOFTWARE AVAILABLE THROUGH THE SERVICES ARE FREE OF INFECTION OR VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES; (iii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE (INCLUDING FREE FROM UNAUTHORIZED ACCESS), PROVIDE CONTINUOUS STORAGE OR ACCESS, OR ERROR-FREE, (iv) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE, COMPLETE, OR RELIABLE, (v) THE QUALITY OF THE SERVICES, OR SOFTWARE AVAILABLE THROUGH THE SERVICES, WILL MEET YOUR EXPECTATIONS, OR (vi) ANY ERRORS IN THE SERVICES OR SUCH SOFTWARE WILL BE CORRECTED.
3. ANY CONTENT DOWNLOADED, UPLOADED, OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES OR OUR SOFTWARE IS DOWNLOADED, UPLOADED, OR OTHERWISE OBTAINED AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR BUSINESS OR LOSS OF DATA THAT RESULTS THEREFROM.
4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM HOLLABACK! INC DBA RIGHT TO BE OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY. ADVICE, OR INFORMATION RECEIVED BY MEANS OF THE SERVICES SHOULD NOT BE RELIED UPON FOR SIGNIFICANT PERSONAL, BUSINESS, MEDICAL, LEGAL, OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR PARTICULAR SITUATION.

12. LINKS TO OTHER WEBSITES

The Services may contain links to other websites. We do not control, endorse, sponsor, recommend or otherwise accept responsibility for the content of such websites. When you follow a link to another website, that website will be governed by different terms and conditions and a different privacy policy. You should be sure that you read and agree to those policies.

13. ENFORCEMENT

We reserve the right, but do not assume the obligation, to strictly enforce these Terms, including without limitation by issuing warnings, suspension, or termination of access to the Services, or by removing, screening, or editing of Content, or by engaging in self-help and active investigation, litigation, and prosecution in any court or other appropriate venue. We may access, use, and disclose information and any Content provided by you to comply with applicable law (e.g., a court order or lawful subpoena) or based on our reasonable judgment that disclosure is necessary, or to enforce or apply our agreements (including these Terms), to protect our rights or property, or to protect users of the Services, and other persons or entities from fraudulent, abusive, or unlawful use of the Services. ANY INDIRECT, ATTEMPTED, OR ACTUAL VIOLATIONS OF THESE TERMS OR ANY RELATED POLICY BY ANY THIRD PARTY ON YOUR BEHALF SHALL BE CONSIDERED VIOLATIONS OF THESE TERMS BY YOU.

14. LIMITATION OF LIABILITY

IN NO EVENT SHALL HOLLABACK! INC DBA RIGHT TO BE, ITS RELATED PARTIES (INCLUDING ITS AFFILIATES, PARENTS AND SUBSIDIARIES), OR ITS OR THEIR DIRECTORS, EMPLOYEES, OFFICERS, REPRESENTATIVES, SERVICE PROVIDERS, SUPPLIERS, LICENSORS, AGENTS, OR ASSIGNS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT

(INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (i) THE USE OR INABILITY TO USE THE SERVICES OR THE CONTENT OR SOFTWARE, OR TRANSACTIONS PROVIDED ON OR THROUGH THE SERVICES, OR (ii) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES OR THE CONTENT, SOFTWARE, OR PRODUCTS AVAILABLE THROUGH THE SERVICES, (iii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY SERVICES, CONTENT, OR PRODUCTS PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; (vi) THE DELAY OR FAILURE IN PERFORMANCE RESULTING FROM AN ACT OF FORCE MAJEURE, INCLUDING WITHOUT LIMITATION, ACTS OF GOD, NATURAL DISASTERS, COMMUNICATIONS FAILURE, GOVERNMENTAL ACTIONS, WARS, STRIKES, LABOR DISPUTES, RIOTS, SHORTAGES OF LABOR OR MATERIALS, VANDALISM, TERRORISM, NON-PERFORMANCE OF THIRD PARTIES, OR ANY REASONS BEYOND THEIR REASONABLE CONTROL; OR (vii) ANY OTHER MATTER RELATING TO THE SERVICES, EVEN IF WE OR OUR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING THE SERVICES.

BECAUSE SOME JURISDICTIONS MAY NOT PERMIT THE LIMITATION OF CERTAIN LIABILITIES, SOME OF THESE LIMITATIONS MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF HOLLABACK! INC DBA RIGHT TO BE AND ITS RELATED PARTIES (INCLUDING ITS AFFILIATES, PARENTS AND SUBSIDIARIES), AND ITS OR THEIR DIRECTORS, EMPLOYEES, OFFICERS, REPRESENTATIVES, SERVICE PROVIDERS, SUPPLIERS, LICENSORS, AGENTS, OR ASSIGNS, UNDER SUCH CIRCUMSTANCES FOR ANY AND ALL LIABILITIES THAT

OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED U.S. DOLLARS (\$100).

15. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Hollaback!, INC DBA Right To Be its related parties (including its affiliates, parents and subsidiaries) and its and their directors, officers, agents, employees, assigns, underlying content and service providers, licensors, and suppliers from and against all claims, actions, losses, expenses, damages, and costs, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Services, your violation of these Terms, or your violation of any law or the rights of another. These obligations will survive any termination of your relationship with Hollaback! INC DBA Right To Be or your use of the Services. We reserve the right to assume the defense and control of any matter subject to indemnification by you, in which event you will cooperate with us, at your own cost and expense, in asserting any available defenses.

16. TERMINATION/SUSPENSION

You agree that we may immediately terminate or suspend your account and access to all or any part of the Services, or change your password, without notice and in our sole discretion. Cause for such termination, suspension, or change shall include, but not be limited to, (a) breaches or violations of these Terms or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (i.e., self-initiated account deletions), (d) discontinuance or material modification to the Services (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, or (g) engagement by you in fraudulent or illegal activities. Termination or suspension of your account may include any one or more of the following: (x) removal of access to all offerings within the Services, (y) deletion of your password and all related information, files, and other content associated with or inside your account (or any part thereof), and (z) barring your

further use of the Services. You agree that we shall not be liable to you or any third party for any termination or suspension of your account, loss of storage or access to the Services. Sections 14, 15, and 16 of these Terms shall survive termination of these Terms.

17. MISCELLANEOUS

These Terms constitute the entire agreement between you and us, superseding any prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or your access to and use of the Services. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms shall be governed and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed in New York. You agree that any legal action or proceeding between Hollaback! INC DBA Right To Be and you for any purpose concerning these Terms or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in New York, New York. Neither the course of conduct or course of dealing between the parties nor trade practice shall act to modify any provision of this Agreement. Hollaback! INC DBA Right To Be may assign its rights and duties under this Agreement to any party at any time without notice to you. Your rights and duties under these Terms are not assignable by you without our written consent. These Terms do not provide any third party with any remedy, claim, or right of reimbursement. You must file any claim or suit related to the Services within one year after it arises. These Terms have been prepared in the English language and the English language shall control their interpretation. Except where the context otherwise requires, wherever used, the singular shall include the plural, the plural the singular and the word "or" is used in the inclusive sense (and/or). The term

“including” as used herein shall mean including, without limiting the generality of any description preceding such term (regardless of whether the term “including” is followed by words such as “but not limited to” or “without limitation” in some provisions but not others). The headings in these Terms are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the provisions of these Terms.