

## TERMS OF USE

**LAST UPDATED: MARCH 2, 2023**

### 1. INTRODUCTION

Right To Be, Inc. (“Right To Be”, “we”, “our”, or “us”) is the owner and operator of the sites <https://righttobe.org/> and <https://stories.righttobe.org/> and related service offerings (collectively, the “Services”). Right To Be is a nonprofit organization that fights harassment. Please read these Terms of Use (these “Terms”) carefully before registering with, accessing, or using the Services. Along with these Terms, please read our Privacy Policy, which is hereby incorporated and made part of these Terms.

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, including, without limitation, our training videos, presentations, and handouts (“Materials”) or (b) submit information, text, links, graphics, photos, videos, audio, or any other materials (“Content”). By accessing or using the Services in any way you are agreeing to comply with and consent to all of these Terms. **IF YOU DO NOT AGREE WITH ANY OF THESE TERMS OR OUR PRIVACY POLICY, PLEASE DO NOT USE THE SERVICES, CREATE AN ACCOUNT WITH, ACCESS, OR VISIT THE SERVICES.**

### 2. CHANGES TO THE TERMS OR SERVICES

We reserve the right, at our sole discretion, to 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 Materials and 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. PERMITTED USE OF THE SERVICES

Subject to your compliance with these Terms, you may access the Services and display and use the Materials for your personal, non-commercial and lawful use only. If you make any other use of the Services, except as otherwise provided in these Terms, you may violate copyright and other laws of the United States, and other countries, as well as applicable state laws and may be subject to liability for such unauthorized use.

## **5. PROHIBITED USES**

You agree to use the Services, Materials, and Content in a manner consistent with all applicable laws and regulations. You will not take any of the following actions with respect to the Services, related software, or Materials, or Content, nor will you use the Services or related software to upload, post, email, distribute, transmit, link, solicit, or otherwise make available any Materials or 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 Materials;
- 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 Materials, use of the Services, or access to the Services;
- systematically collects and uses any Materials or 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); 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.**

## **6. INTELLECTUAL PROPERTY**

You acknowledge and agree that the Services and Materials are provided under limited license and access rights and not sold to you. You do not acquire any ownership interest in the Services or Materials under these Terms, or any other rights thereto other than to use the Services in accordance with the limited license and rights granted in these Terms, and subject to all terms, conditions, and restrictions under these Terms.

The Services and Materials, including, without limitation, all graphics, interfaces, features, functions, text, button icons, data compilations, software, code and materials thereon, the “look and feel”, selection and arrangement, design and organization of the Services, trademarks and logos, audio and video clips, are owned by, or licensed to, Right To Be. We, our related parties (including our affiliates, parents, and subsidiaries) and our licensors and service providers reserve and shall retain our entire right, title, and interest in and to the Services, including, without limitation, all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in these Terms. You shall not (i) remove, delete, alter, or obscure any trademarks or any notices of copyright, trademark, patent or other intellectual property or proprietary rights from the Services, including any copy thereof; or (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Services, or any features or functionality of the Services, to any third party for any reason, including, without limitation, by making the Services available on a network where it is capable of being accessed by more than one device at a time.

The Services provide you access to a wide variety of Materials. Some of the Materials is owned by us. Other portions of the Services (including Materials and 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 10). You must seek written permission from us to use any Materials or Content found on the Services. You can submit a request to [hello@righttobe.org](mailto:hello@righttobe.org). Your request should contain the following:

- Description of the Materials or Content requested, including where the Materials or 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 Materials on the Services that you have been granted permission to reproduce should be attributed to Right To Be.

## 7. 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](http://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, we will

remove or disable access to the allegedly infringing content. Please note that 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.

## **8. TRADEMARKS**

Trademarks (including but not limited to Right To Be 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, Right To Be 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 Right To Be’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.

## **9. ACCOUNTS**

You may choose to set up an account with us and become a member. When you create an account with us, you represent to us that the information you provide us is truthful, accurate, complete, current, and otherwise in compliance with these Terms at all times. Submission of false, misleading, inaccurate, incomplete, obsolete, or other information prohibited under these Terms may result in immediate termination of your account on the Services. You are responsible for maintaining the confidentiality of your account information, including, but not limited to, your account password and the restricting access to your account. You are responsible for any and all activities that occur under your account, including, but not limited to, any activity that occurs as a result of your failure to keep secure and maintain the confidentiality of your account. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. It is your sole responsibility to control the dissemination and use of your password, control access to and use of your account, and notify us if you desire to cancel your account on the Services. You may not use anyone else’s password or account at any time on the Services. We will not be responsible or liable for any loss or damage arising from your failure to comply with these requirements and you may be held liable for any losses incurred by us or any other user of the Services if your failure to keep your account information secure and confidential results in someone else’s use of your account or account information.

In the event you decide to become a verified member to provide support (“Bystander”), you must link either link your Twitter account or LinkedIn account to your account with us, we will review your social media account to determine whether or not to approve your account to become a Bystander. If you decide to link your Twitter account, we will not approve your account to become a Bystander if: (i) the age of your Twitter account is less than a year; (ii) your profile picture is the default provided by Twitter; (iii) your tweets and retweets contain (without limitation) any sexist, homophobic, racist, transphobic, extremist, or any other marginalizing content; or (iv) we have suspicions that the

account is fake. If you decide to link your LinkedIn account, we will not approve your account to become a Bystander if: (i) we cannot see your information, such as your job or where you go/went to school; or (ii) your profile picture is not of a real person. We reserve the right to suspend, block, or deactivate your account if you violate these Terms, cause others to violate these Terms, or submit Content that violates these Terms.

## **10. 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 Right To Be a royalty-free, fully paid-up, perpetual, irrevocable, non-exclusive, transferable, worldwide, and fully sublicensable right and license to use, reproduce, transmit, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform or display, or otherwise use 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, our related parties (including our affiliates, parents, and subsidiaries), and (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, our related parties (including our affiliates, parents, and subsidiaries), and (sub)licensees for any and all claims arising from or related to the Content you submit to the Services.

We are not obligated to publish or use any Content that you submit to the Services. We are not responsible for monitoring, screening, policing, or editing the Content on the Services; however, we may, in our sole discretion, monitor, refuse, or remove any Content or portion thereof from the Services, including, without limitation, any Content that violates these Terms, that creates or is likely to create liability for us, or is otherwise objectionable. We may refuse to publish or use any Content for the following reasons: (i) if the Content seems to be fake, made-up, or spam or (ii) if it contains a person's full name or identity markers that are extraneous to the purpose of providing the Content. 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.

You shall not post the personal information of the harasser, including, without limitation, their home or business address, email address, employer identity, or other contact information of the harasser, and doing so shall be considered a breach of these Terms. You agree not to instigate or encourage other users and/or members to retaliate against third parties in violation of these Terms or any applicable local, state, national, or international law.

#### **11. THIRD-PARTY SERVICE PROVIDERS**

We use third parties to provide certain portions of the Services. For example, we have engaged service providers to provide website and platform development, hosting, and support on our behalf.

#### **12. FEEDBACK**

We welcome your feedback, testimonials, comments, ideas, and reviews about the Services (“Feedback”). Unless specifically otherwise stated, you agree that by submitting Feedback to us, (i) such Feedback shall be deemed to be non-confidential, and (ii) you grant to us and our related parties (including affiliates, parents, and subsidiaries), successors, representatives and agents a perpetual, royalty-free, fully paid-up, irrevocable, transferable, worldwide right and license to use, transmit, copy, reproduce, publicly display or perform, create derivative works of, or otherwise use such Feedback, without compensation, acknowledgement or notice to you. You also represent and warrant to us that you have the necessary permissions and rights to provide such Feedback to us.

#### **13. 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.

#### **14. 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.

## **15. UPDATES AND UNAVAILABILITY**

We may from time to time, in our sole discretion, develop and provide Services updates, which may include upgrades, bug fixes, patches or other error corrections, or new features. We may add or remove features or requirements and we may suspend or stop a feature altogether. You agree that we have no obligation to provide any updates or to continue to provide or enable any particular features or functionality. You agree that all updates will be deemed part of the Services and subject to these Terms. You acknowledge that the Services may, from time-to-time, be unavailable due to events like scheduled and unscheduled maintenance, system upgrades, internet outages, and other reasons, some of which are beyond our control. Right To Be cannot, and does not, guarantee any specific minimum availability of the Services.

## **16. 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 MATERIALS OR CONTENT, IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. RIGHT TO BE 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. 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 MATERIALS, 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 MATERIALS AVAILABLE THROUGH THE SERVICES, WILL MEET YOUR EXPECTATIONS, OR (vi) ANY ERRORS IN THE SERVICES OR MATERIALS WILL BE CORRECTED.

3. ANY MATERIALS OR CONTENT DOWNLOADED, UPLOADED, OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES 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 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.

## **17. 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 understand that we are not the provider of, and are not responsible for, these other websites and that these Terms do not themselves grant you any rights to access or use content from those third-party websites. The fact that we link to a third-party website or service is not an endorsement of that third party, nor is it an endorsement of their privacy or information security policies, term of use, business practices or their compliance with laws. You should be sure that you read and agree to those policies. You agree that we are not responsible for nor will be liable to you or any third party for your interaction with such third parties.

## **18. 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.

## **19. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RIGHT TO BE, ITS RELATED PARTIES (INCLUDING ITS AFFILIATES, PARENTS AND SUBSIDIARIES), OR ITS RESPECTIVE LICENSORS OR SERVICE PROVIDERS AND THEIR RESPECTIVE 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; (ii) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES, THE MATERIALS, THE CONTENT, SOFTWARE, OR PRODUCTS AVAILABLE THROUGH THE SERVICES, (iii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY SERVICES, MATERIALS, 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. YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION RELATED TO THE SERVICES AND/OR THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

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 RIGHT TO BE, ITS RELATED PARTIES (INCLUDING ITS AFFILIATES, PARENTS AND SUBSIDIARIES), ITS RESPECTIVE LICENSORS AND SERVICE PROVIDERS, AND THEIR RESPECTIVE 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).

## **20. INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Right To Be, its related parties (including its affiliates, parents and subsidiaries), its service providers and licensors, and their respective directors, officers, agents, employees, assigns, underlying content and service providers, licensors, and suppliers from and against any and all liabilities, deficiencies, claims, actions, losses, judgments, settlements, interest, awards, penalties, expenses, damages, and costs, including, without limitation, reasonable attorneys' fees, made by any third party arising out of or relating to your use and of the Services by you or any person using your account; violation of these Terms by you or any person using your account; violation of any law or the rights of another by you or any person using your account; or any activity otherwise related to use of the Services (including negligent or wrongful conduct) by you or any person using your account. These obligations will survive any termination of your relationship with 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.

## **21. 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 12, 16, 19, 20, 21, and 22 of these Terms shall survive termination of these Terms.

## **22. MISCELLANEOUS**

These Terms, together with our Privacy Policy, each as may be amended from time to time, constitute the entire agreement between you and us regarding the Services.

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 without regard to its conflict of laws principles. Before beginning any other proceedings, you agree to try to resolve the dispute informally by contacting us using the contact information via the “Contact Us” section below. If we cannot resolve your concerns informally, you agree to resolve any disputes concerning or arising from the Services, including, without limitation, the Materials and the Content, and these Terms through final and binding arbitration. Arbitration shall be held in New York, New York in accordance with the rules of the American Arbitration Association (“AAA”) then in effect and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such judgment shall be final and binding on both parties. The arbitration of disputes pursuant to these Terms shall be in your individual capacity, and not as a plaintiff or class member in any purported class action or representative proceeding. Our agreement to resolve the dispute informally or through arbitration does not prevent us from removing or refusing to publish or use your Content for any reason or disabling, suspending, or terminating your account or otherwise preventing or prohibiting you from accessing or using the Services.

In the event that the agreement to arbitrate is found not to apply to you or your dispute with us, you agree that any legal action or proceeding between 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. You agree to submit to the personal jurisdiction and venue of 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 these Terms.

Right To Be may assign its rights and duties under this Agreement to any party at any time without notice to you. Your rights, granted licenses, and duties under these Terms are not assignable by you. Any purported delegation, transfer, or assignment by you shall be null and void. These Terms do not provide any third party with any remedy, claim, or right of reimbursement.

The communications between you and us use electronic means, whether through the Services or via email. For contractual purposes, you (i) consent to receive communications from us in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in a writing.

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.

### **23. CONTACT US**

If you have any questions about these Terms or the Services, please feel free to contact us by email at [hello@righttobe.org](mailto:hello@righttobe.org).