

ALLIES AGAINST SLAVERY

TERMS OF USE

Last Modified: July 16, 2020

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SITES.

I. INTRODUCTION

These terms of use (the “Terms”) describe your rights and responsibilities with regard to the Allies Against Slavery website located at www.alliesagainstslavery.org as well as related applications or platforms (the “Sites”). Use of the Sites is governed by these Terms and our Privacy Policy [<https://alliesagainstslavery.org/wp-content/uploads/2020/07/allies-privacy-policy.pdf>]. These Terms apply not only to visitors to our Sites, but also to employees and interns, prospective employees and interns, our donors, volunteers, and other partners. The Sites include “Lighthouse,” a system designed and run by Allies to help identify victims of human trafficking, coordinate care, and understand trends. Lighthouse collects, presents, and aggregates data received from third parties, as further described below. Allies makes Lighthouse available to certain authorized professionals via other agreements in order to provide greater understanding and awareness to the problem of human trafficking. These Terms apply to you if you use Lighthouse or if you have provided information to Lighthouse, or if a third party has provided information about you to Lighthouse. By accessing or using the Sites, you acknowledge that you have read, understood and agreed to be legally bound by and comply with these Terms and our Privacy Policy. If you do not agree with any of these Terms or our Privacy Policy, you may not use the Sites.

In these Terms, the terms “you” and “yours” refer to the person using the Sites. The terms “we”, “our”, “us”, and “Allies” collectively refer to the Allies Against Slavery organization. Even though you may have arrived to the Sites through a website or mobile application operated or controlled by a third party, you understand and agree that these Terms are entered into between you and Allies.

You and your use of Lighthouse may also be subject to other terms and conditions that are provided to you or posted on the Sites specific to a particular Allies program or service (“Other Agreement”). To the extent any Other Agreement includes additional terms that are not covered by or are inconsistent with these Terms, the terms and conditions of the Other Agreement (including with respect to Lighthouse) will supersede these Terms.

II. MODIFICATION OF THE TERMS

We reserve the right, in our sole discretion, to amend these Terms, in whole or in part, at any time and for any reason, without penalty or liability to you or any third party. You should check the Terms from time to time when you use the Sites to determine if any changes have been made. You can determine when the Terms were last revised by referring to the “Last Modified” notation above. If you use the Sites after the amended Terms have been posted, you will be deemed to have agreed to the amended Terms. If any of the provisions of these Terms are not acceptable to you, your sole and exclusive remedy is to discontinue your use of the Sites.

III. ELIGIBILITY

In order to use the Sites, the following must be true:

- You are age 13 or over.
- You have read and understood these Terms and the Privacy Policy and agree to be bound by the terms and conditions set forth herein and in the Privacy Policy.

You understand and agree that satisfying the above requirements does not guarantee that you may use the Sites. In addition to the above requirements, Allies reserves the right to change or include new requirements as deemed appropriate in its sole discretion without providing prior notice to you.

IV. RESTRICTIONS ON USE

You will not use, or encourage or permit others to use, our Sites except as expressly permitted in these Terms. You will not:

- Use or attempt to use the Sites for any person other than yourself;
- Access or use the Sites in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party, or that violates any applicable local, state or federal law or regulation, or is prohibited by these Terms;
- License, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Sites or related materials in any way;
- Take any action or use the Sites in any manner which could damage, destroy, disrupt, disable, impair, overburden, interfere with, or otherwise impede or harm in any manner our Sites or any content, in whole or in part;
- Disrupt, interfere with, violate the security of, or attempt to gain unauthorized access to our Sites or any computer network;
- Bypass, breach, avoid, remove, deactivate, impair, descramble, or otherwise circumvent any security device, protection, or technological measure implemented by Allies or any of our service providers to protect our Sites;
- Remove, delete, alter, or obscure any trademarks, specifications, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from our Sites or any content made available to you on or through our Sites;
- Copy, duplicate, download, store in a retrieval system, publish, transmit or otherwise reproduce, transfer, distribute, store, disseminate, aggregate, use as a component of or as the basis for a database or otherwise use in any form or by any means any data, text, reports, or other materials related to Allies or third-party content from the Sites; or

- Encourage or enable any other individual to do any of the foregoing.

V. INTELLECTUAL PROPERTY

A. Generally

As between Allies and you, Allies is the sole and exclusive owner of all right, title and interest in and to the Sites and its content, features and functionality (including, without limitation, all information, software, text, displays, images, video, audio, selection, arrangement and look and feel), and all intellectual property rights therein, and any suggestions, ideas or other information or feedback provided by you. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of the Sites shall be owned solely and exclusively by Allies or its licensors, including all intellectual property rights therein. You have permission to use the Sites solely for your personal and non-commercial use on the condition that you comply with these Terms. No other right, title or interest in or to the Sites is transferred to you, and all rights not expressly granted are reserved by us.

Certain names, logos, and other materials displayed in and through the Sites may constitute trademarks, trade names, service marks or logos (“Trademarks”) of Allies. You are not authorized to use any such Trademarks without the express written permission of Allies. Ownership of all such Trademarks and the goodwill associated therewith remains with us.

B. License and Use

Subject to your compliance with these Terms, Allies grants you a personal, limited, revocable, nonexclusive, and nontransferable license to view, access, and use the Sites and its content, solely for your personal and non-commercial use. No other right, title, or interest in or to Lighthouse or the Sites is transferred to you, and all rights not expressly granted are reserved by Allies or its licensors. You are not permitted to reproduce, publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of, or exploit in any way, in whole or in part, any such content for commercial use.

VI. DONATIONS

When you make a donation to our cause, we ask you to provide certain financial information that we need in order to complete your gift. We may use a third party provider to process your donation. We do not store any payment card information (e.g., credit card number, expiration date, and CVV) with respect to donations made online, by phone, or in person at fundraising events, via credit card. All payment card information is stored by our trusted third-party payment processors. If you make a donation online, your information will be added to one or more of our supporter lists and databases, and you may be contacted about other Allies activities, news, and/or fundraising campaigns or other related organizations that we believe may interest you.

VII. PRIVACY

Allies understands the importance of confidentiality and privacy regarding your information. Please see our Privacy Policy at <https://alliesagainstslavery.org/wp->

content/uploads/2020/07/allies-privacy-policy.pdf for a description of how we may collect, use and disclose your information in connection with the Sites.

VIII. COMMUNICATIONS; OPT-OUT

As part of your use of the Sites, you may be asked to elect to receive certain email notifications from Allies and its partners. These messages may include event updates and other promotions. Your election to receive such messages represents your express written consent to receiving emails from Allies. You may opt-out of receiving certain notifications in association with the Sites and Allies by completing the opt-out process provided to you with each email message. By opting-out of receiving notifications, you understand that we may not be able to communicate important information to you. Please note we may still contact you regarding certain important announcements or notifications even if you have opted-out from other messages.

IX. LINKS TO THIRD-PARTY HYPERLINKS AND SITES

The Sites may contain hyperlinks or references to other websites (“Linked Sites”) operated by third parties. This includes links contained in advertisements, including banner advertisements and sponsored links. The Linked Sites may not be under our control; therefore, we are not responsible for the information, products or services described thereon, or for the content of any Linked Site, including, without limitation, any link contained in a Linked Site, or any changes or updates to a Linked Site. We are providing these Linked Sites to you only as a convenience, and the inclusion of any link does not necessarily imply endorsement of the Linked Site or any association with its operators. Your use of these Linked Sites is at your own risk, and we are not liable to you in any way, either directly or indirectly, for any content, errors, damage or loss caused by or in connection with use of or reliance on information contained in or provided to Linked Sites.

You may have arrived to the Sites through a Linked Site. You understand and agree that we are not responsible for the information, products or services described on those Linked Sites and only these Terms will apply to your use of or access to the Sites.

X. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT THE SITES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOUR USE OF THE SITES ARE AT YOUR SOLE RISK. ALLIES AND ITS OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES AND SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITES, INCLUDING ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AVAILABILITY, SECURITY, ACCURACY, FREEDOM FROM VIRUSES OR MALWARE, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY, SEQUENCING OR SPEED OF DELIVERY. WE MAKE NO WARRANTIES OR REPRESENTATIONS THAT YOUR USE OF THE SITES WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES, INCLUDING, TO THE EXTENT PERMITTED BY LAW, RIGHTS OF PRIVACY.

YOU ACKNOWLEDGE AND AGREE THAT THE SITES, INCLUDING LIGHTHOUSE, MAY CONTAIN DATA PROVIDED TO ALLIES BY A THIRD PARTY. THIS DATA MAY HAVE BEEN COLLECTED BY A THIRD PARTY PURSUANT TO THAT THIRD PARTY'S PRIVACY POLICY AND/OR AN AUTHORIZATION OR CONSENT. ALLIES AND ITS OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES AND SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY DATA PROVIDED BY THIRD PARTIES AND INCLUDED IN THE SITES, INCLUDING LIGHTHOUSE. EXCEPT AS MAY BE SET FORTH IN AN OTHER AGREEMENT, ALLIES AND ITS OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, EMPLOYEES, AND AGENTS ARE NOT RESPONSIBLE FOR ANY DATA PROVIDED TO ALLIES BY A THIRD PARTY AND INCLUDED IN THE SITES, INCLUDING LIGHTHOUSE.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW AND EXCEPT AS SET FORTH IN THIS SECTION, NEITHER ALLIES NOR ITS OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR LICENSORS WILL BE LIABLE TO YOU OR TO ANY PARTY FOR ANY CLAIMS, LIABILITIES, LOSSES, COSTS OR DAMAGES UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES.

XI. INDEMNIFICATION

You agree to indemnify, defend, and hold Allies and any of its officers, directors, employees, licensors, and agents harmless from and against any and all third-party claims, demands, liabilities, costs or expenses, including attorneys' fees and costs, arising from or related to: (i) any breach by you of these Terms or an Other Agreement, (ii) your use of content or data available on the Sites in an unauthorized manner, and/or (iii) a violation by you of any and all applicable laws, rules, or regulations.

XII. MODIFICATIONS TO THE SITES

Allies reserves the right at any time and for any reason to modify, or temporarily or permanently discontinue, the Sites, or any portion thereof, with or without notice. You agree that Allies shall not be liable to you and/or to any third party for any modification, suspension, or discontinuance of the Sites.

XIII. MISCELLANEOUS

The Terms set forth the entire understanding and agreement between you and us with respect to the subject matter hereof. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms

shall remain in full force and effect. Headings are for reference only and in no way define, limit, construe, or describe the scope or extent of such section. Our failure to act with respect to any failure by you or others to comply with these Terms does not waive our right to act with respect to subsequent or similar failures. You may not assign or transfer your rights or obligations under these Terms without our prior written consent, and any assignment or transfer in violation of this provision shall be null and void.

The Sites are controlled and operated by us from the United States, and are not intended to subject us to the laws or jurisdiction of any state, country or territory other than that of the United States. These Terms will be governed by the laws of the State of Texas without regard to conflicts of law principles.

XIV. COPYRIGHT INFRINGEMENT CLAIMS

Allies reserves the right to remove any content or any other material or information available on or through our Sites, at any time, for any reason. Allies otherwise complies with the provisions of the Digital Millennium Copyright Act (“DMCA”) applicable to Internet service providers (17 U.S.C. § 512, as amended), and responds to clear notices of alleged copyright infringement. If you have objections to copyrighted content or material made available on or through our Sites, you may submit a notification to our Designated Agent at the following address:

Allies Against Slavery
Attn : John Nehme
PO Box 684284
Austin, TX 78768

XV. CONTACT INFORMATION

If you have any questions or concerns, please contact info@alliesagainstslavery.org.