

## TERMS OF USE

Welcome to the Coalition on Human Needs ("CHN") Website. Please carefully review our Terms of Use before you begin using the site. Thank you.

### **A. Your Acceptance**

By using and/or visiting this Website (the "CHN Website," or "Website"), you signify your agreement to (1) these terms and conditions (the "Terms of Use") and (2) CHN's Privacy Policy, incorporated here by reference. If you do not agree to Terms of Use or the Privacy Policy, you are not authorized to use the CHN Website.

Although we may attempt to notify you when major changes are made to these Terms of Use, you should periodically review the most up-to-date version. CHN may, in its sole discretion, modify these Terms of Use at any time. By continuing to use this website following our posting of such changes, you agree to be bound by these Terms of Use, as modified.

The terms "you" and "User" as used herein refer to all individuals and/or entities accessing this website for any reason.

Your personally identifiable information that you provide us about yourself on our sites is subject to our Privacy Policy. [Click here to read our Privacy Policy.](#)

### **B. General Use of the Website -- Permissions and Restrictions**

CHN hereby grants you permission to access and use the Website as set forth in these Terms of Use, provided that:

1. You do not collect any personally identifiable information of others, including user names or email addresses, from the Website.
2. You do not use the Website in violation of any applicable law or regulation.
3. You do not use the Website for any commercial purposes unless specifically authorized in writing by CHN. You agree not to transmit or otherwise make available on the Website any unsolicited advertising, promotional information, bulk e-mail or other solicitation
4. You do not use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more request messages to the CHN servers in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser.

Notwithstanding the foregoing, CHN grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials,

but not caches or archives of such materials. CHN reserves the right to revoke these exceptions either generally or in specific cases.

5. You do not circumvent, disable or otherwise interfere with security-related features of the website or our sites or servers (or networks connected to our website), including, without limitation, the following activities: (i) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (ii) attempting to interfere with communication to any user, host or network, including, without limitation, via means of submitting a virus to this Website, overloading, "flooding," "spamming," "mailbombing" or "crashing"; or (iii) transmitting or otherwise making available any content containing any "virus," "worm" or "trojan horse" or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment. You acknowledge that violations of system or network security may result in civil or criminal liability. CHN will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.
6. You do not alter or modify any part of the Website.
7. You do not harass, threaten, embarrass, or cause distress, unwanted attention, or discomfort to a person or entity on or through the Website or its communication systems.
8. You do not transmit or otherwise make available on or through the Website any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, hateful, or racially, ethnically, or otherwise objectionable or potentially libelous or inflammatory, as solely determined by CHN.
9. You agree that CHN reserves the right to change or discontinue any aspect of the Website at any time, for any reason, and without notice to you. You agree that we shall not be liable for any such modification, suspension, or discontinuance.
10. You agree that CHN reserves the right to suspend or terminate a user's access to the Website, without prior notice and at CHN's sole discretion.

This list of permissions and restrictions, along with the other terms discussed below, is not intended to be complete, but merely illustrative. We reserve the right in our sole and final judgment to determine whether your conduct violates conduct requirements for the Website.

### **C. Registration**

In order to access some features of the Website, such as, for example, registering for one of our events, you may have to register with a third-party platform and be bound by the platform's Terms of Use.

### **D. Your Use of Content on the Site**

In addition to the restrictions above, the following restrictions and conditions apply specifically to your use of content on the CHN Website.

1. The content on the Website, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like (collectively, "CHN Content") is owned by or licensed by CHN. Similarly, the trademarks, service marks and logos contained on the Website are owned or licensed by CHN ("CHN Marks"). Except as otherwise provided in these Terms of Use, the CHN Content and the CHN Marks may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purpose whatsoever without the prior written consent of CHN. CHN reserves all rights not expressly granted in and to the CHN Content and the CHN Marks.
2. The Website is made available for your personal, non-commercial use only. As part of such use, you may display, download and/or print pages from the site; you may link to the Website; and you may forward Website materials to others for personal, non-commercial uses that are reasonably related to the Website's purposes.
3. You understand that when using the CHN Website, you will be exposed to CHN Content and other third-party content from a variety of sources. CHN makes every effort to put forth only well-sourced content that is accurate at the time of posting. However, CHN makes no warranty about the accuracy, usefulness, safety, or intellectual property rights of or relating to such CHN Content or other third-party content.
4. The Website may contain links to third party websites that are not owned or controlled by CHN. CHN has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. We encourage you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each other website that you visit.

#### **E. Digital Millennium Copyright Act**

If you are a copyright owner or an agent thereof and believe that any CHN Content or User Comment infringes upon your copyright, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing CHN's Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit CHN to locate the material;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;

- A statement that the information in the notification is accurate, and under penalty of perjury, that you are, or are authorized to act on behalf of, the owner of an exclusive right that is allegedly infringed;
- Your name, mailing address, telephone number, and e-mail address; and
- A physical or electronic signature of the owner of the exclusive right that is allegedly infringed, or that of the person authorized to act on behalf of the owner.

CHN's designated Copyright Agent to receive notifications of claimed infringement is: **Admin@chn.org**. You acknowledge that if you fail to comply with all of the above requirements, your DMCA notice may not be valid.

#### **F. Warranty Disclaimer**

THIS WEBSITE IS PROVIDED TO YOU "AS IS." YOU AGREE THAT YOUR USE OF THE CHN WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, CHN AND ITS AFFILIATED ENTITIES, AS WELL AS THE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS THEREOF (COLLECTIVELY, THE "CHN PARTIES"), DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. THE CHN PARTIES CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE. NOR DO THE CHN PARTIES GUARANTEE THAT THE WEBSITE WILL BE ERROR FREE, OR CONTINUOUSLY AVAILABLE, OR THAT THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE CHN PARTIES DO NOT WARRANT, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE PROVIDED, ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE CHN WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING.

#### **G. Limitation of Liability**

IN NO EVENT SHALL THE CHN PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER OR NOT THEY ARE FORESEEABLE, RELATING TO THIS WEBSITE, INCLUDING ANY DAMAGES RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ERRORS OR OMISSIONS IN ANY

CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE CHN WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CHN IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU SPECIFICALLY ACKNOWLEDGE THAT THE CHN PARTIES SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. TO THE EXTENT THESE LAWS APPLY TO YOU, SOME OF THE PROVISIONS SET FORTH IN THIS AGREEMENT MAY NOT APPLY.

#### **H. Indemnity**

You agree to defend, indemnify and hold harmless the CHN Parties, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt and expenses (including, but not limited to, attorney's fees), of whatever nature, arising from: (i) your use of the CHN Website; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third-party right, including without limitation any copyright, property or privacy right; or (iv) any claim that one of your submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the CHN Website.

#### **I. Ability to Accept Terms of Use**

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. In any case, you affirm that you are over the age of 13, as the CHN Website is not intended for children under 13.

#### **J. Miscellaneous**

These Terms of Use shall be governed by the internal substantive laws of Washington, D.C., without respect to its conflict of laws principles. Any claim or dispute between you and CHN that arises in whole or in part from the CHN Website shall be decided exclusively by a court of competent jurisdiction located in Washington, D.C.

These Terms of Use, together with the Privacy Policy and any other legal notices published by CHN on the Website, shall constitute the entire agreement between you and CHN concerning the CHN Website and supersedes prior agreements, if any, between you and CHN relating to

any matter dealt with in the Terms of Use. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of this these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and CHN's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by CHN without restriction. These Terms of Use and the rights and obligations created hereunder shall be binding upon and inure solely to the benefits of the parties hereto and their respective successors and assigns, and nothing in these Terms of Use, express or implied, is intended or should be construed to confer upon any other person any right, remedy or claim under or by virtue of these Terms of Use. You and CHN agree that any cause of action arising out of or related to the CHN Website must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

These terms of use are made effective as of December 21, 2021.