



## **Terms of Use**

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LIFT reserves the right to unilaterally modify these Terms of Use without notice, in whole or in part, at our sole discretion. If we decide to change these Terms of Use, we will post those changes here. We encourage you to review the Terms of Use regularly in order to remain informed of any changes. Any such change, modification, deletion, augmentation, or alteration to these Terms of Use will become effective as of the time they are posted to the Site. Your continued use of the Site will signify your continued agreement to these Terms of Use as they may be revised.

### **SECTION 1. LICENSE AND PROPRIETARY RIGHTS**

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## **SECTION 2. WARRANTIES, DISCLAIMERS, AND LIMITATION OF LIABILITY**

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POSSIBILITY OF SUCH DAMAGES. YOU ACCESS AND DOWNLOAD ALL CONTENT AND USER CONTENT AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION OF DAMAGES MAY NOT APPLY TO YOU.

### **SECTION 3. ACCEPTABLE USE**

The following requirements apply to your use of the Site:

(a) you will not use any feature of the Site for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, hateful, or as otherwise may be prohibited by law, or expose LIFT to damages, all as determined by LIFT in its sole and absolute discretion;

(b) you will not collect or store personal information about other users or members;

(c) you will not use the Site for any commercial purpose not expressly approved by LIFT in writing;

(d) you will not upload, post, email, or otherwise transmit any advertising or promotional materials or any other form of solicitation or unauthorized communication;

(e) you will not use any feature of the Site to spam, phish, pharm, pretext, spider, crawl, or scrape;

(f) you will not use any feature of the Site for any obscene or immoral purpose;

(g) you will not use any feature of the Site to interfere with or circumvent the security features of the Site or the proper working of the Site or any other website or online platform;

(h) you will not use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent;

(i) you will not use any device, software or routine that interferes with the proper working of the Site;

(j) you will not introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;

(k) you will not attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site; and

(l) you will not attack the Site via a denial-of-service attack or a distributed denial-of-service attack.

If you post or transmit any User Content, you further agree that:

- (i) you will not post, submit, or transmit anything that is unlawful, harmful, tortious, defamatory, libelous, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist, infringing, pornographic, violent or otherwise objectionable or inappropriate as determined by LIFT in its sole discretion;
- (ii) you will not upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights;
- (iii) you will not post any content that contains personal information about any individual, violates the privacy rights or publicity rights of any other individual or entity, or anything that you are under a contractual obligation to keep private or confidential;
- (iv) you will not impersonate any person or organization, including without limitation, the personnel of LIFT or its partners, or misrepresent an affiliation with another person or organization; and
- (v) you will not post, upload, submit, or transmit any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Site or LIFT systems, the integrity of the Site or LIFT systems, or any feature of the Site or LIFT systems.

LIFT may delete your User Content or block your access to the Site at any time, and without notice, if LIFT deems that you have violated these Terms of Use, the law, or for any other reason. LIFT assumes no liability for any information removed from our Site and reserves the right to permanently restrict access to the Site. LIFT has no obligation to monitor, edit, or remove User Content, but we reserve the right, in our sole and absolute discretion, to modify, edit or remove any User Content, or to request a user to modify or edit his or her User Content, if a complaint or notice of allegedly infringing materials is received with respect to the User Content, or for any other reason.

You may not probe, scan, or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Site or exploit the Site or any service or information made available or offered by or through the Site. You also may not upload, post, email, transmit, or otherwise make available any pirated content or material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or

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Any unauthorized use of the Site, including use of the Site for the foregoing purposes, and any unauthorized use of Content or User Content, will terminate your right to access the Site or use any Content or User Content. Please be aware that any such unauthorized use may violate applicable laws, including copyright laws, trademark laws, or communications regulations or statutes. If LIFT does take any legal action against you as a result of your violation of these Terms of Use, LIFT will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to us. You agree that we will not be liable to you or to any third party for termination or limitation of your access to the Site as a result of any violation of these Terms of Use.

We reserve the right to refuse Site access to anyone for any reason at any time.

You agree to indemnify and hold harmless LIFT and its directors, officers, employees, volunteers, and donors from and against any claims, damages, and expenses, including reasonable attorneys' fees and costs, related to your violation of these Terms of Use or which arise from the use of any User Content that you submitted, posted, or otherwise provided to LIFT or this Site.

#### **SECTION 4. PERSONAL INFORMATION**

When submitting information to make a donation, become a member, join our email list, register for events, or for any other reason, you must provide us with current, complete, and accurate information as requested by the applicable form. It is your responsibility to maintain the currency, completeness, and accuracy of your information, and any loss caused by your failure to do so is your responsibility.

By visiting or accessing our Site, or submitting information, you acknowledge the collection, use, and sharing of information as described in our Privacy Policy. If you have questions about our privacy and data handling practices, please contact us at [info@whywelift.org](mailto:info@whywelift.org) and note "Privacy and Legal" in your correspondence. By providing your email address to LIFT during the sign-up or membership process or otherwise, you agree to be contacted by LIFT so that we can manage our relationship with you, including communicating with you about any upcoming events, volunteer opportunities, or donor opportunities, in accordance with our Privacy Policy.

#### **SECTION 5. TRANSACTIONS**

Donations and other payments may be processed by us or by a third-party payment processor. When making any payment, you agree to provide current, complete, and

accurate billing and account information. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we or our third-party payment processor can complete your transactions and contact you as needed. **YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT TO USE ANY CREDIT CARD THAT YOU SUBMIT IN CONNECTION WITH A TRANSACTION, FOR PURPOSES OF THAT TRANSACTION.** By submitting payment information, you grant to us the right to provide such information to third parties for purposes of facilitating particular transactions. Verification of information may be required prior to the acknowledgment or completion of any transaction.

## **SECTION 6. THIRD-PARTY LINKS**

Certain content, videos, event listings, opportunities, and services available through the Site may include materials or hyperlinks from third parties. Third-party links on the Site may direct you to third-party websites that are not affiliated with LIFT. We are not responsible for examining or evaluating the content or accuracy of, and we do not warrant and will not have any liability or responsibility for, any third-party materials or websites, or for any other materials, products, or services of third parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third party's policies and practices, and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

## **SECTION 7. INDEMNITY**

To the fullest extent permitted under applicable law, you agree to defend, indemnify and hold harmless LIFT and its directors, officers, employees, volunteers, and donors, and their respective successors and assigns, from and against all claims, demands, liabilities, damages, judgments, awards, losses, deficiencies, costs, expenses and fees (including attorneys' fees) arising out of or relating to: (i) your use of, or activities in connection with, the Site (including all Content and User Content); and/or (ii) any violation or alleged violation of these Terms of Use or the law of any jurisdiction by you.

## **SECTION 8. TERMINATION**

These Terms of Use are effective unless and until terminated by either you or us. You may terminate these Terms of Use at any time by notifying us that you no longer wish to use our Site or participate in any LIFT events or programming.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Use, we also may terminate this agreement at any time without notice, and you will remain liable for all amounts due up to and including the date of termination.

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of these Terms of Use for all purposes.

## **SECTION 9. GENERAL TERMS**

The failure of LIFT to exercise or enforce, or any delay in exercising or enforcing, any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. These Terms of Use and any supplemental legal terms or operating rules posted by us on the Site constitutes the entire agreement and understanding between you and us, and govern your use of the Site and any memberships or events you participate in, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Use). Any ambiguities in the interpretation of these Terms of Use shall not be construed against the drafting party.

You may not transfer any of your rights or obligations under these Terms of Use to another party. We reserve the right to delegate, assign, or transfer our rights and obligations where doing so is consistent with our mission of promoting literacy and celebrating reading across all platforms.

In the event that any provision of these Terms of Use is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Use. Such determination shall not affect the validity and enforceability of any other remaining provisions.

These Terms of Use and any separate agreements between LIFT and you shall be governed by and construed in accordance with the laws of Washington, D.C., excluding its conflict of law rules. You agree that any action at law or in equity arising out of or relating to these Terms of Use or your access to or use of the Site or any Content or User Content shall be filed only in state or federal court located in Washington, D.C., and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any such suit, action, or proceeding.

## **SECTION 10. CONTACT INFORMATION**

Questions or comments about the Terms of Use should be sent to us via email at [info@whywelift.org](mailto:info@whywelift.org) or via postal mail to 999 N Capitol Street NE, Suite 310, Washington, DC 20002. Please note "Legal Terms" in your correspondence.

Effective Date: May 26, 2022