



# Terms of Use

*Last revised: April 16, 2020*

## 1. Terms

Welcome to the Vital Voices Hub, provided to you by the Vital Voices Global Partnership, a 501(c)(3) nonprofit corporation (“Vital Voices”), through the website <http://hub.vitalvoices.org> (the “Site”). This Terms of Use Agreement (“Agreement”) is entered into by and between Vital Voices and you, and is made effective as of the date of your use of this website.

By accessing the Site, you are agreeing to be bound by this Agreement, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing the Site. The materials contained in the Site are protected by applicable copyright and trademark law.

To access the Site as a registered user, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct and complete. You agree that all information you provide to Vital Voices to register with the Site or otherwise is governed by Vital Voices’ [Privacy Policy](#), which is hereby incorporated by reference.

If you select a username and password as part of our security procedures, you agree that you are responsible for maintaining the confidentiality of such user name and password, and you are fully responsible for all activities that occur under your account. Vital Voices has the right to disable any user name, password or other identifier at any time in Vital Voices’ discretion for any reason, including if, in Vital Voices’ opinion, you have violated any provision of this Agreement.

## 2. Use License

All materials on the Site, including but not limited to all information, images, text, video and audio, displays, data, trademarks, service marks, and logos (including the design, selection and arrangement thereof), are, unless otherwise noted, the exclusive

property of Vital Voices and are protected by United States copyright, trademark and other applicable law. You must not copy, download, reproduce, republish, reuse, distribute, transmit, store, create derivative works of, publicly display, or modify any of the material on the Site for any purpose without Vital Voices express written permission, except that you may make such temporary copies in a single computer's RAM and hard drive cache as are necessary to browse the Site.

Permission is granted to use the Site for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:

- Attempt to decompile or reverse engineer any software contained on the Site;
- Remove any copyright or other proprietary notations from the materials on the Site;
- Transfer the materials to another person or "mirror" the materials on any other server.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by Vital Voices at any time.

### **3. Uploading Content**

The Site may enable users to post, submit, publish, display or transmit to other users content (collectively, "User Contributions"). All User Contributions, and any website on which a link to the Site appears (a "Linked Site"), must comply with the following Content Standards:

User Contributions and Linked Sites must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions and Linked Sites must not:

- Feature any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right;
- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable;
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person;
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement or Vital Voices' [Privacy Policy](#).
- Be likely to deceive any person;
- Promote any illegal activity, or advocate, promote or assist any unlawful act;
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person;
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization; or
- Give the impression that they were posted or endorsed by Vital Voices or any other person or entity, if this is not the case.

In addition, User Contributions must not involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.

You hereby agree and acknowledge that you are responsible for the content of any User Contribution you submit and/or of your Linked Site, and you have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. Vital Voices is not responsible, or liable to any third party, for the content, accuracy, completeness, or usefulness of any User Contribution or of any Linked Site.

Any User Contribution posted to the Site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Site, you:

- Grant (or warrant that the owner of such material has expressly granted) to Vital Voices a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material;

- Represent and warrant that you own or control all rights in and to the User Contribution and have the right to grant the license granted above to us;
- Represent and warrant that the User Contribution complies with this Agreement; and
- Permit any other user of the Site to access, view, store or reproduce the material for such user's personal use.

Vital Voices has the right, but not the obligation, to monitor the content posted on the Site. Vital Voices may, in its sole discretion:

- Remove or refuse to post any User Contributions for any reason;
- Take any action with respect to any User Contribution that Vital Voices deems necessary or appropriate, including if Vital Voices believes that such User Contribution violates this Agreement;
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site; or
- Terminate or suspend your access to all or part of the Site for any or no reason, including without limitation, any violation of these Terms of Use.

In addition, Vital Voices has the right to fully cooperate with any law enforcement authorities or court order requesting or directing Vital Voices to disclose the identity or other information of anyone posting any materials on or through the Site.

**YOU WAIVE AND HOLD HARMLESS VITAL VOICES FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY VITAL VOICES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER VITAL VOICES OR LAW ENFORCEMENT AUTHORITIES.**

Vital Voices reserves the right to terminate any users who infringe the rights of copyright holders. If you believe your content has been copied in a way that constitutes copyright infringement, please provide the following information (required by the

Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. 512) to Vital Voices at the address set forth below:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. 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 Vital Voices to locate the material;
4. Information reasonably sufficient to permit Vital Voices to contact the complaining party;
5. A statement that the complaining party has 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; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.



**The statement may be sent via the following means:**

**Email:**

[hub@vitalvoices.org](mailto:hub@vitalvoices.org)

**Regular mail:**

1625 Massachusetts Ave., NW  
Suite 300 Washington, DC 20036

**Telephone:**

(202) 861-2625

## **4. Disclaimer**

The materials on the Site are provided on an 'as is' basis. Vital Voices makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.

Further, Vital Voices does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its website or otherwise relating to such materials or on any sites linked to this site.

## **5. Limitations**

In no event shall Vital Voices or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on Vital Voices 's website, even if Vital Voices or a Vital Voices authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

## **6. Accuracy of materials**

The materials appearing on the Site could include technical, typographical, or photographic errors. Vital Voices does not warrant that any of the materials on its website are accurate, complete or current. Vital Voices may make changes to the materials contained on its website at any time without notice. However Vital Voices does not make any commitment to update the materials.

## **7. Links**

Vital Voices has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Vital Voices of the site. Use of any such linked website is at the user's own risk.

## 8. Modifications

Vital Voices may revise these terms of service for the Site at any time without notice. By using this website you are agreeing to be bound by the then current version of these terms of service.

## 9. Conduct

Threats, threatening conduct, harassment, or any other acts of aggression or violence on the site will not be tolerated and Vital Voices reserves the right to terminate the account of any individual engaging in such conduct without prior notice to preserve the safety of our community.

### You further agree not to:

- Use the Site for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;
- Use the Site to transmit, or procure the sending of, any advertising or promotional, including any "junk mail", "chain letter" or "spam" or any other similar solicitation;
- Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Website;
- Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without Vital Voices' prior written consent;
- Use any device, software or routine that interferes with the proper working of the Site;
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- 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;

- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack;
- Impersonate or attempt to impersonate Vital Voices, a Vital Voices employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing); or
- Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by Vital Voices, may harm Vital Voices or users of the Site or expose them to liability.

## 10. Governing Law

These terms and conditions are governed by and construed in accordance with the laws of the District of Columbia, United States of America without regard to its conflicts of law provisions, and you irrevocably submit to the exclusive jurisdiction of the courts in that country or location.

## HOW TO CONTACT US

If you have any questions about the Terms of Use or the Site, please contact us at:

**Via e-mail:**

[hub@vitalvoices.org](mailto:hub@vitalvoices.org)

**Via regular mail:**

1625 Massachusetts Ave., NW  
Suite 300 Washington, DC 20036

**Via telephone:**

(202) 861-2625