

ACPB TERMS & CONDITIONS

Last Updated Date: September 17, 2020

The Association of Corporate Pro Bono (“The Association of Corporate Pro Bono,” “ACPB,” “our,” “us” or “we”) facilitates an online corporate pro bono community to enable (i) its users to obtain information related to pro bono programs, best practices and opportunities and (ii) its Members (as defined herein) to obtain information about other Members (collectively, the “Services”) through our website, accessible at www.acpbinc.org. (the “Site”).

Please carefully review the following terms and conditions (“Terms”) and the ACPB Privacy Policy, located at www.acpbinc.org/privacy. By accessing the Site, you represent and warrant that you have read and understood these Terms and the Privacy Policy, and that these Terms constitute a binding legal agreement between you and ACPB.

DEFINITIONS

“Content” means text, photographs, graphics, images, software, audio, video, location data, information or other materials, and all other forms of data or communication.

“Member” means a person in his/her individual capacity or on behalf of a company or other legal entity who completes the ACPB account registration process, as described under “Eligibility and Registration” below.

“Member Content” means all Content that a user or a Member posts, uploads, publishes, submits or transmits to, through, or in connection with the Site or Services, including, but not limited to, information that a Member publicly displays in an account profile.

“ACPB Content” means all Content that ACPB makes available through or in connection with the Site or Service, including any Content created by ACPB or licensed from a third party, but excluding Member Content.

“Site Content” means all Content that is made available through or in connection with the Site and Services, including Member Content and ACPB Content.

“user” means a person in his/her individual capacity or on behalf of a company or other legal entity (including Members) who accesses, browses, crawls, scrapes, or in any way uses the Site and the Services.

ACCEPTANCE OF TERMS

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING, BROWSING OR USING THE SITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, INITIATING A TRANSACTION THROUGH THE SITE OR SERVICES OR POSTING OR SUBMITTING ANY MEMBER CONTENT ON THE SITE OR THROUGH THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE. IF YOU

DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, SERVICES, OR SITE CONTENT OR TO PARTICIPATE AS A USER OR MEMBER.

If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

Certain areas of the Site (and your access to or use of certain Services or Site Content) may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Site, Services, or Site Content, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site, Services, or Site Content.

MODIFICATION AND TERMINATION

ACPB reserves the right, at its sole discretion, to modify, discontinue or terminate the Site or Services, or to modify these Terms, at any time and without prior notice. If we modify these Terms, we will post the modification on the Site or provide you with notice of the modification. We will also update the “Last Updated Date” at the top of these Terms. By continuing to access or use the Site or the Services after a modification has been posted on the Site or after you have received notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site and the Services.

ELIGIBILITY & REGISTRATION

By accessing or using the Site or Services, you represent and warrant that you are 18 or older. Any access to or use of the Site or Services by anyone under 18 is expressly prohibited.

In order to access certain features of the Site and Services, you must submit an application for membership. Upon acceptance of your application, you will become a Member and be able to create an account (“Account”), including creating a unique username and password.

Upon submitting an application to become a Member, you agree to provide accurate, complete and up-to-date information and to update such information to keep it accurate, complete and current. You authorize us, directly or through third parties, to make any inquiries we consider necessary or appropriate to verify information provided via the application for membership process. ACPB reserves the right to suspend or terminate your Account if any information provided during the application for membership process or thereafter proves to be inaccurate, incomplete or stale.

By becoming a Member, you represent and warrant that you are not using the Site or Service for exclusively non-personal or commercial purposes. You also agree not to

disclose your Account's password to any third party and to take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. You will immediately notify ACPB of any unauthorized use of your Account or password.

CONTENT

Ownership – The Site, Services, and Site Content are protected by copyright, trademark, and other laws of the United States and other jurisdictions. Except as expressly provided in these Terms, ACPB and its licensors exclusively own all right, title and interest in and to the Site, Services and Site Content, including all associated intellectual property rights. You represent and warrant that you will not remove, alter, conceal or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Services or Site Content.

Member Content – We may, in our sole discretion, permit Members to post, upload, publish, submit or transmit Member Content. By making available any Member Content through the Site and Services, you hereby grant to ACPB a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Member Content only on, through or by means of the Site and Services. You also irrevocably grant other users the right to access any of your Member Content for any purpose, limited by these Terms. ACPB does not claim any ownership rights in any such Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Member Content.

You acknowledge and agree that you are solely responsible for all Member Content that you make available through the Site or Services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all of your Member Content or you have all rights, licenses, consents and releases that are necessary to grant to ACPB the rights in such Member Content, as contemplated under these Terms; and (ii) neither your Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or ACPB's use of the Member Content (or any portion thereof) on, through or by means of the Site and the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. You acknowledge and agree that you may not imply that your Member Content is endorsed by ACPB.

Content License – Subject to your compliance with these Terms, ACPB grants you a limited, non-exclusive, non-transferable license, without the right to sublicense, to access, view, download and print any Site Content solely for your personal and non-commercial purposes. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Site, Services, Site Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or

otherwise under any intellectual property rights owned or controlled by ACPB or its licensors, except for the licenses and rights expressly granted in these Terms.

Suggestions and Improvements – We welcome feedback, ideas, proposals, comments and suggestions for improvements to the Site and Services (“Feedback”) and encourage you to email us your Feedback at acpb@acpbinc.org. You acknowledge and agree that (i) all Feedback will not contain the confidential or proprietary information of third parties; (ii) ACPB is under no obligation of confidentiality, express or implied, with respect to the Feedback; and (iii) ACPB may already have a project, suggestion, or idea similar to that proposed in the Feedback already under consideration or in development. You also acknowledge and agree that all Feedback will be the sole and exclusive property of ACPB and you hereby irrevocably assign to ACPB all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein. At ACPB’s request and expense, you will execute documents and take such further acts as ACPB may reasonably request to assist ACPB to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

SITE AND SERVICES

Proprietary Rights Notices – All trademarks, service marks, logos, trade names and any other proprietary designations of ACPB used herein are trademarks or registered trademarks of ACPB. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties. All page headers, custom graphics, button icons and scripts are service marks, trademarks and/or trade dress of ACPB and may not be copied, imitated or used, in whole or in part, without the prior written consent of ACPB.

Communications – By becoming a Member, you acknowledge and agree to receive communications from and through the Service, including, but not limited to, inquiries, responses and messages from ACPB and its Members, and ACPB newsletters, marketing or promotional materials and other information that may be of interest to you. If you decide at any time that you no longer wish to receive such communications, you can opt-out of certain communications by following the unsubscribe instructions provided in any of the communications or by contacting us at acpb@acpbinc.org.

Links – The Site may contain links to third-party websites or resources. You acknowledge and agree that ACPB is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by ACPB of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

Site Availability – The Site and the Service may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability.

PROHIBITIONS AND RESTRICTIONS

You agree not to, and will not assist, encourage or enable any other individual or entity to:

- Post, upload, publish, submit or transmit any Content that: (i) is fraudulent, false, misleading or deceptive; (ii) is defamatory, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent, threatening or harassing in nature or promotes violence or actions that are threatening to any other person; (v) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (vi) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; or (vii) promotes illegal or harmful activities or substances.
- Use the Site, Services, or Site Content for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms.
- Send any unsolicited or unauthorized bulk email, advertising, promotional materials, or other form of solicitation, whether or not commercial in nature.
- Modify, adopt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Site, Services or Site Content (other than your Member Content), except as expressly authorized by ACPB.
- Impersonate or misrepresent your affiliation with any person or entity, and use the Site, Services, or Site Content to send altered, deceptive or false source-identifying information.
- Use, display, mirror or frame the Site, or any individual element within the Site, ACPB's name, any ACPB trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without ACPB's express written consent.
- Use any meta tags or other hidden text or metadata utilizing a ACPB trademark, logo URL or product name without ACPB's express written consent.
- Access, tamper with, or use non-public areas of the Site, ACPB's computer systems, or the technical delivery systems of ACPB's third-party providers.
- Attempt to probe, scan, or test the vulnerability of any ACPB system or network or breach any security or authentication measures.
- Attempt to access, retrieve, scrape or index any portion of the Site, Services, or Site Content through the use of any engine, software, tool, agent, device or mechanism, including spiders, robots, crawlers or the like.
- Attempt to decipher, decompile, disassemble or reverse engineer any portion of the Site, Services, or Site Content.
- Avoid, bypass, disable, remove, deactivate, impair, descramble, damage or otherwise circumvent any security-related features of or technological measure implemented to protect the Site, Services or Content.
- Attempt to interfere with the access of any user, host or network, including, but without limitation, sending a virus, worms, Trojan horses, flooding, overloading, spamming, or mail-bombing the Site.
- Record, collect, process, mine or store any personally identifiable information from the Site or Services from other users of the Site or Services without their express permission.
- Violate these Terms or any applicable law or regulation.

ACPB will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. ACPB may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that ACPB has no obligation to monitor your access to or use of the Site, Services, or Site Content or to review or edit any Site Content, but has the right to do so for the purpose of operating the Site and Services, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. ACPB reserves the right, at any time and without prior notice, to remove or disable access to any Site Content that ACPB, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site or Services.

CHOICE OF LAW AND VENUE

These Terms and any action related thereto will be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of laws provisions. FOR ANY CLAIM BROUGHT BY EITHER PARTY, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN NEW YORK COUNTY, NEW YORK.

TERMINATION AND ACCOUNT CANCELLATION

If you breach any of these Terms, ACPB will have the right to suspend or disable your Account or terminate these Terms, at its sole discretion and without prior notice to you. ACPB reserves the right to revoke your access to and use of the Site, Services and Content at any time, with or without cause. In the event ACPB terminates these Terms for your breach, you will remain liable for all amounts due hereunder.

You may terminate or cancel your Account at any time by emailing us at acpb@acpbinc.org. Any suspension, termination or cancellation will not affect your obligations to ACPB under these Terms (including, without limitation, terms and conditions applicable to proprietary rights and ownership, indemnification and limitation of liability), which by their sense and context are intended to survive such suspension, termination or cancellation.

After any termination by you or ACPB, you acknowledge and agree that ACPB will have no further obligation to provide access to the Site or the Services. Upon termination, all licenses and other rights granted to you by these Terms will immediately cease. ACPB is not liable to you or any third party for termination of the Site or the Services or of your use of the Site or the Services.

Upon any termination or suspension, any information (including Member Content) that you have submitted on the Site or which is related to your Account may no longer be accessed by you. ACPB will have no obligation to maintain any information stored in our database related to your Account or to forward any information to you or any third party. However, we may continue to display your Member Content in situations in which it implicates or affects other users, and we may also retain an archived copy of your records as required by law or for legitimate business purposes.

DISCLAIMERS AND LIMITATIONS OF LIABILITY

THE SITE, SERVICES AND SITE CONTENT ARE PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, ACPB EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

ACPB MAKES NO WARRANTY REGARDING THE QUALITY OF ANY PRODUCTS OR SERVICES RECEIVED IN CONNECTION WITH YOUR USE OF THE SITE, SERVICES, INFORMATION OR CONTENT PROVIDED BY OR OBTAINED THROUGH THE SITE OR SERVICES, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY SITE CONTENT, OR INFORMATION OBTAINED THROUGH THE SITE OR SERVICES. ACPB ALSO MAKES NO WARRANTY THAT THE SITE, SERVICES, OR SITE CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. ACPB DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SITE OR SERVICES AT THE TIMES OR LOCATIONS OF YOUR CHOOSING. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM ACPB OR THROUGH THE SITE, SERVICES, CONTENT OR MEMBER CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

ACPB DISCLAIMS ANY LIABILITY RELATING TO THE CONDUCT OF THIRD PARTIES, INCLUDING ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM THEIR ACTIONS, INCLUDING, BUT NOT LIMITED TO, THE MISUSE BY ANOTHER USER OF YOUR CONTENT OR IDENTITY.

ACPB MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES. YOU ACKNOWLEDGE AND UNDERSTAND THAT ACPB DOES NOT SCREEN OR INQUIRE INTO THE BACKGROUND OF ANY USERS OF THE SITE OR SERVICES.

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE, SERVICES AND SITE CONTENT REMAINS WITH YOU. UNDER NO CIRCUMSTANCES WILL ACPB, ITS AFFILIATES OR ITS SUBSIDIARIES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES AND/OR AGENTS BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OF THE SITE, SERVICES OR SITE CONTENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL,

SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SITE, SERVICES OR SITE CONTENT, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SITE OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ACPB HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL ACPB'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SITE, SERVICES OR SITE CONTENT (A) EXCEED THE AMOUNTS YOU HAVE PAID TO ACPB DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE EVENT GIVING RISE TO ANY LIABILITY, IF YOU HAVE MADE ANY PAYMENTS TO ACPB, OR (B) FIFTY DOLLARS (\$50), IF YOU HAVE NOT MADE ANY PAYMENTS TO ACPB.

INDEMNITY AND RELEASE

You agree to release, defend, indemnify, and hold ACPB and its affiliates and subsidiaries, and their respective officers, directors, employees, shareholders, representatives and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your access to or use of the Site, Services, or Site Content or your violation of these Terms; (ii) your Member Content; and (iii) your interaction with any user of the Site or Services or other person with whom you communicate or interact as a result of your use of the Site or Services.

GENERAL TERMS

Entire Agreement – These Terms constitute the entire and exclusive understanding and agreement between ACPB and you regarding the Site, Services and Site Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between ACPB and you regarding the Site, Services and Site Content.

Assignment – You may not assign or transfer these Terms, by operation of law or otherwise, without ACPB's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and void. ACPB may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices – Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given (i) by ACPB via email (in each case to the address that you provide) or by posting to the Site and (ii) by you

via email at acpb@acpbinc.org. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

Infringement Policy – ACPB respects intellectual property law and therefore expects its users to respect the intellectual property rights of others. In accordance with the Digital Millennium Copyright Act of 1998, ACPB will respond expeditiously to reported claims of copyright infringement committed using the Site or Services. If you are a copyright owner, or are authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Site by following the instructions articulated in the below DMCA Notice of Alleged Infringement and sending your written notice to ACPB at the address noted below.

Upon receipt of the below notice, ACPB will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged material from the Site. Under these Terms, ACPB, in certain circumstances and in our sole discretion, may terminate or disable the access or Account of users who repeatedly infringe, are repeatedly charged with infringing or are believed to be repeatedly infringing the copyrights or other intellectual property rights of others.

DMCA Notice of Alleged Infringement (“Notice”)

1. Identify the copyrighted work that you claim has been infringed, or – if multiple copyrighted works are covered by this Notice – you may provide a representative list of the copyrighted works that you claim have been infringed.
2. Identify the material that you claim is 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 us to locate the material, including at a minimum, if applicable, the URL of the link shown on the Site where such material may be found.
3. Provide your mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice:

“I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).”

“I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”

5. Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to ACPB’s Designated Copyright Agent:

Copyright Agent **[at some point, we’ll need to have a named individual here]**
c/o The Association of Corporate Pro Bono
acpb@acpbinc.org

Enforceability – The failure of ACPB to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of ACPB. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

Contacting Us – If you have any questions about these Terms, please contact us at acpb@acpbinc.org.