

TERMS OF SERVICE

Effective Date: February 5, 2016. Prior terms dated January 1, 2015 is available [here](#).

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICE.

Introduction and Overview

To download/print our Privacy Policy, click [here](#). To download/print our Terms of Service, click [here](#).

Welcome! You have arrived at a website and/or are otherwise interacting with our Service (defined below), which is owned and operated by the Los Angeles LGBT Center (“**The Center**,” “**we**,” “**our**,” or “**us**”). These Terms of Service (“**Terms**”) govern your use of any online service location (*e.g.*, website or mobile app) that posts a link to these Terms (“**Site**” or “**App**”) (including both mobile and online versions). It also applies to your use of all features, widgets, plug-ins, applications, content, downloads and/or other services (i) we own and control and make available through a Site, and/or (ii) that post or link to these Terms (collectively, the “**Service**”), regardless of how you access or use it, whether via computer, mobile device or otherwise. By using the Service, you acknowledge and accept the Service’s [Privacy Policy](#) and [Notice of Privacy Practices for Protected Health Information](#) and consent to the collection and use of your data in accordance with the [Privacy Policy](#) and [Notice of Privacy Practices for Protected Health Information](#). By using the Service, you further agree that The Center may change, alter, or modify the settings or configurations on your Device (defined below) in order to allow for or optimize your use of the Service. By interacting with and/or using the Service, you signify your assent and agreement to these Terms. If you do not agree to these Terms, you must not use the Service.

You should read these entire Terms; but here is a partial list of some of the terms that we want to bring to your initial attention (click on section references for details, which terms and not the headings or summaries govern) in the event you are on a smart phone or other device with a small screen. Capitalized terms have the meanings given to them where defined in these Terms.

- Each time you use the Service, the Terms, and any applicable Additional Terms (defined below), then posted apply (subject to [Section 15](#)), so you should check back each time you return for any updates.
- Click [here](#) for a summary of each section of these Terms. You may click on the topic heading or the “**More**” button for full details.
- You may only use the Content (defined below) on the Service in connection with your permitted activities on the Service and not in an offline environment or in connection with another site or service. ([Section 1](#) and [Section 3](#)) You grant us a broad license to content you submit or post. ([Section 2](#))
- Except as set forth in the [Privacy Policy](#) that applies to the Service and our [Notice of Privacy Practices for Protected Health Information](#), you and we do not have a confidential, fiduciary, or any other special relationship by virtue of your use of the Service or your communications to us through or related to the Service. ([Section 2](#))
- You consent to our [Privacy Policy](#) and of [Privacy Practices for Protected Health Information](#), and our practices detailed in them.

- As permitted by law, many types of disputes that may arise in connection with your access to and use of the Service are subject to mandatory arbitration – which includes your waiver of a right to a jury trial and to class action relief. ([Section 11](#))
- We are providing the Service to you on an “as-is” basis, without any warranty of any kind, and our liability to you in connection with your use of the Service is very limited. Many other limitations and disclaimers relate to your use of the Service. ([Section 12](#), [Section 13](#) and [Section 14](#))

Using the Service

If you want to use this Service, then carefully read these entire Terms (including all links to details), as they constitute a written agreement between you and us and they affect your legal rights and obligations. The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms.

Each time you access and/or use the Service (other than to simply read these Terms), you agree to be bound by and comply with these Terms and any applicable Additional Terms then posted (subject to [Section 15](#)). Therefore, **do not use the Service if you do not agree**. The business realities associated with operating the Service are such that, without the conditions that are set forth in these Terms – such as your grants and waivers of rights, the limitations on our liability, your indemnity of us, and our arbitration of certain disputes – we would not make the Service available to you.

In some instances, both these Terms and separate guidelines, rules, or terms of service or sale setting forth additional or different terms and/or conditions will apply to your use of the Service or to a service or product offered via the Service (in each such instance, and collectively “**Additional Terms**”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise. Please also review the terms of the Service’s [Privacy Policy](#), which you accept by using the Service.

Linkable Terms

These Terms are posted in interactive format to ease your review, especially using smart phones and other devices with small screens. It is important that you read and understand these entire Terms before using the Service. To ease review, each section below includes a brief introductory summary and a link to the full explanation. Please note that the complete provisions, and not the headings or summaries shall govern. You can click on the headings and “More” buttons to be taken to the full explanation.

1. [Service Content, Ownership, Limited License, and Rights of Others](#)

We only grant you a limited revocable license to use the Service for your own non-commercial use subject to rules and limitations. [More](#)

2. [Content You Submit and Community Usage Rules](#)

You grant us a broad license, which we may sublicense, to the content you submit, which you represent you have the right to allow us to use. You, however, retain ownership of and responsibility for, your content. Use of our Service is subject to community usage rules and we have the right to manage our Service to keep its content appropriate. California minors have certain content removal rights. [More](#)

[3. Service and Content Use Restrictions](#)

Your use of our Service is subject to various restrictions designed to protect the Service and our users. We may change or discontinue our Service in whole or in part. [More](#)

[4. Accounts](#)

You may have the opportunity to open, revise and close your accounts, subject to certain rules. We may offer you the ability to make choices regarding how and to whom some aspects of your account are used and seen, but these may not be completely effective. [More](#)

[5. Procedure For Alleging Copyright Infringement](#)

Users may not post content they do not own or control, and may be suspended or terminated if they do so. Copyright owners may give us notice of infringement as detailed in this section, and we will respond in accordance with applicable law. [More](#)

[6. Procedure For Alleging Infringement of Other Intellectual Property](#)

You can also give notice of trademark and other infringements that you think occur on the Service. [More](#)

[7. Notices, Questions and Customer Service](#)

Click [here](#) to contact us for customer service or questions. You agree we may provide you notices, including notices of new terms and conditions, by posting notice on the home page or by other reasonable means, such as to the e-mail you provided. [More](#)

[8. Links By You to the Service](#)

You may link to our Service, subject to some basic requirements. [More](#)

[9. Third-Party Sites; Advertisements; Dealings With Third Parties](#)

We are not responsible for third parties or their content, advertisement(s), apps or sites. For instance, our web sites and mobiles apps may be integrated into third-party sites and apps that we do not control. Similarly, we may make third-party content or services available to you on or via our Service, which we also do not control. This may include the ability to register or sign in to our Services using Facebook Connect or other third party tools, and to post content on third party sites and services using their plug-ins made available on our Services. Use caution when dealing with third parties. [More](#)

[10. Wireless, Messages, and Location-Based Features](#)

Wireless carrier charges may apply to use of the Service via wireless networks or Devices for which you will be responsible. You may be given opportunities to subscribe to various text marketing or other text messaging programs and by doing so, you consent to receive ongoing text alerts (including by auto-dialers). You may cancel or modify our e-mail marketing communications you receive from us by following the instructions contained within our promotional e-mails. [More](#)

[11. Dispute Resolution](#)

To the extent permitted by applicable laws, you agree to arbitrate most disputes and waive jury trial and class actions. [More](#)

12. [Disclaimer of Representations and Warranties](#)

We disclaim most warranties and provide the Service “As Is.” [More](#)

13. [Limitations of Our Liability](#)

Our liability is greatly limited as more fully explained in this section. [More](#)

14. [Waiver of Injunctive or Other Equitable Relief](#)

You waive equitable or injunctive relief. [More](#)

15. [Updates to Terms](#)

These Terms and applicable Additional Terms posted on the Service at each time of use apply to that use, and the Terms may be prospectively updated as our Service evolves. Posting of new Terms on the Service is notice to you thereof. [More](#)

16. [General Provisions](#)

You agree to various other terms and conditions, which you should read here, including regarding (a) our control and discretion; (b) the law that governs these Terms; (c) your indemnity of us; (d) accessing the Service from outside of the United States; (e) restriction on the Service for those countries subject to U.S. export controls; (f) enforcement and interpretation of these Terms; (g) communications with us; (h) investigations, cooperation with law enforcement, termination and survival; (i) limit on assignment and delegation of rights and obligations; (j) how waivers may be made; (k) your responsibility for your connectivity and access; and (l) CA consumer rights and notices. [More](#)

17. [Terms Applicable For Third Party Platforms](#)

There are some other things you should know if you are accessing or using the Service through a third party platform. [More](#)

Full Details of Terms of Service

1. Service Content, Ownership, Limited License, and Rights of Others

A. Content. The Service contains a variety of: (i) materials and other items relating to The Center and its products and services, and similar items from our licensors and other third parties, including all layout, information, articles, posts, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Service, and the compilation, assembly, and arrangement of the materials of the Service and any and all copyrightable material (including source and object code); (ii) trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of The Center (collectively, “**Trademarks**”); and (iii) other forms of intellectual property (all of the foregoing, collectively “**Content**”).

B. Ownership. The Service (including past, present, and future versions) and the Content are owned or controlled by The Center and our licensors and certain other third parties. All right, title, and interest in and to the Content available via the Service is the property of The Center or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible. The Center owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service.

C. Limited License. Subject to your strict compliance with these Terms and the Additional Terms, The Center grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to download (temporary storage only), display, view, use, play, and/or print one copy of the Content (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a personal computer, mobile phone or other wireless device, or other Internet enabled device (each, a “**Device**”) and/or print one copy of the Content for your personal, non-commercial use only. The foregoing limited license (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in The Center’s sole discretion, and without advance notice or liability. In some instances, we may permit you to have greater access to and use of Content subject to certain Additional Terms.

D. Rights of Others. In using the Service, you must respect the intellectual property and other rights of The Center and others. Your unauthorized use of Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability. The Center respects the intellectual property rights of others. If you believe that your work has been infringed by means of an improper posting or distribution of it via the Service, then please see [Section 5](#) and [Section 6](#) below.

E. Reservation of All Rights Not Granted As To Content and Service. These Terms and any applicable Additional Terms include only narrow, limited grants of rights to The Center Content and to use and access the Service. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by The Center and its licensors and other third parties. *Any unauthorized use of any The Center Content or the Service for any purpose is prohibited.*

[Return to Terms summary and navigation.](#)

2. Content You Submit and Community Usage Rules

A. User-Generated Content.

(i) General. The Center may now or in the future offer users of the Service the opportunity to create, build, post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Service (collectively, “**submit**”) messages, avatars, text, illustrations, files, images, graphics, photos, comments, responses, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials and the ideas contained therein (collectively, “**User-Generated Content**”). The Center may allow you to do this through forums, blogs, message boards, social networking environments, content creation tools, gameplay, social communities, contact us tools, e-mail, and other communications functionality. Subject to the rights and license you grant in these Terms, you retain whatever legally cognizable right, title, and interest that you have in your User-Generated Content and you remain ultimately responsible for it.

(ii) Non-Confidentiality of Your User-Generated Content. Except as otherwise described in the Service’s posted [Privacy Policy](#) and our [Notice of Privacy Practices for Protected Health Information](#), or any Additional Terms, you agree that (a) your User-Generated Content will be treated as non-confidential and non-proprietary by us – regardless of whether you mark them “confidential,” “proprietary,” or the like – and will not be returned, and (b) to the maximum extent permitted by applicable law, The Center does not assume any obligation of any kind to you or any third party with respect to your User-Generated Content. Upon The Center’s request, you will furnish us with any documentation necessary to substantiate the rights to such content and to verify your compliance with these Terms or any applicable Additional Terms. You acknowledge that the Internet and mobile communications may be subject to breaches of security and that you are aware that submissions of User-Generated Content may not be secure, and you will consider this before submitting any User-Generated Content and do so at your own risk.

In your communications with The Center, please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or even suggested improvements to products or services, including, without limitation, ideas, concepts, inventions, or designs for music, websites, apps, books, scripts, screenplays, motion pictures, television shows, theatrical productions, software or otherwise (collectively, “**Unsolicited Ideas and Materials**”). Any Unsolicited Ideas and Materials you post on or send to us via the Service are deemed User-Generated Content and licensed to us as set forth below. In addition, The Center retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. The Center’s receipt of your Unsolicited Ideas and Materials is not an admission by The Center of their novelty, priority, or originality, and it does not impair The Center’s right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials.

(iii) License to The Center of Your User-Generated Content. Except as otherwise described in any applicable Additional Terms (such as a contest official rules), which specifically govern the submission of your User-Generated Content, you hereby grant to The Center, and you agree to grant to The Center, the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your User-Generated Content (and derivative works thereof), for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such User-Generated Content and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any User-Generated Content for any purposes whatsoever, including developing, producing, and marketing products and/or services. You understand that in exercising such rights metadata, notices and content may be removed or altered, including copyright management information, and you consent thereto and represent and warrant you have all necessary authority to do so. In order to further effect the rights and license that you grant to The Center to your User-Generated Content, you also hereby grant to The Center, and agree to grant to The Center, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any User-Generated Content, without any obligation or remuneration to you. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any User-Generated Content, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You

understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section 2A(iii).

(iii) The Center’s Exclusive Right to Manage Our Service. The Center may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any of your User-Generated Content, and The Center may, in its sole discretion, reject, delete, move, re-format, remove or refuse to post or otherwise make use of User-Generated Content without notice or any liability to you or any third party in connection with our operation of User-Generated Content venues in an appropriate manner. Without limitation, we may do so to address content that comes to our attention that we believe is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal or otherwise objectionable or inappropriate, or to enforce the rights of third parties or these Terms or any applicable Additional Terms, including, without limitation, the content restrictions set forth below in the [Rules](#) (defined in [Section 2B](#)). Such User-Generated Content submitted by you or others need not be maintained on the Service by us for any period of time and you will not have the right, once submitted, to access, archive, maintain, or otherwise use such User-Generated Content on the Service or elsewhere.

(iv) Representations and Warranties Related to Your User-Generated Content. Each time you submit any User-Generated Content, you represent and warrant that you are at least the age of majority in the jurisdiction in which you reside and are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any User-Generated Content you submit, and that, as to that User-Generated Content, (a) you are the sole author and owner of the intellectual property and other rights to the User-Generated Content, or you have a lawful right to submit the User-Generated Content and grant The Center the rights to it that you are granting by these Terms and any Additional Terms, all without any Center obligation to obtain consent of any third party and without creating any obligation or liability of The Center; (b) the User-Generated Content is accurate; (c) the User-Generated Content does not and, as to The Center’s permitted uses and exploitation set forth in these Terms, will not infringe any intellectual property or other right of any third party; and (d) the User-Generated Content will not violate these Terms (including the Rules) or any applicable Additional Terms, or cause injury or harm to any person.

(v) Enforcement. The Center has no obligation to monitor or enforce your intellectual property rights to your User-Generated Content, but you grant us the right to protect and enforce our rights to your User-Generated Content, including by bringing and controlling actions in your name and on your behalf (at The Center’s cost and expense, to which you hereby consent and irrevocably appoint The Center as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

B. Community Usage Rules. As a user of the Service, these Community Usage Rules (“**Rules**”) are here to help you understand the conduct that is expected of members of the Service’s online communities (“**Communities**”).

(i) Nature of Rules. Your participation in the Communities is subject to all of the Terms, including these Rules:

- **Your User-Generated Content.** All of your User-Generated Content either must be original with you or you must have all necessary rights in it from third parties in order to permit you to comply with these Terms and any applicable Additional Terms. Your User-Generated Content should not contain any visible logos, phrases, or trademarks that belong to third parties. Do not use any User-Generated Content that belongs to other people and pass it off as your own; this includes any content that you might have found elsewhere on the Internet. If anyone contributes to your User-Generated Content or has any rights to your User-Generated Content, or if anyone appears or is referred to in the User-Generated Content, then you must also have their permission to

submit such User-Generated Content to The Center. (For example, if someone has taken a picture of you and your friend, and you submit that photo to The Center as your User-Generated Content, then you must obtain your friend's and the photographer's permission to do so.)

- **Speaking of Photos: No Pictures, Videos, or Images of Anyone Other Than You and Your Friends and Family.** If you choose to submit photos to the Service, link to embedded videos, or include other images of real people, then make sure they are of you or of you and someone you know – and only if you have their express permission to submit it.

- **Act Appropriately.** All of your Service activities must be venue appropriate, as determined by us. Be respectful of others' opinions and comments so we can continue to build Communities for everyone to enjoy. If you think your User-Generated Content might offend someone or be embarrassing to someone, then chances are it probably will and it doesn't belong on the Service. Cursing, harassing, stalking, insulting comments, personal attacks, gossip, and similar actions are prohibited. Your User-Generated Content must not threaten, abuse, or harm others, and it must not include any negative comments that are connected to race, national origin, gender, sexual orientation, or physical handicap. Your User-Generated Content must not be defamatory, slanderous, indecent, obscene, pornographic, or sexually explicit.

- **Do Not Use for Commercial or Political Purposes.** Your User-Generated Content must not advertise or promote a product or service or other commercial activity, or a politician, public servant, or law.

- **Do Not Use to Solicit or Send Unwanted Communications.** Do not harvest or collect e-mail addresses or other contact information of others from the Service by electronic or other means for the purposes of sending unsolicited e-mails or other unsolicited communications. Do not solicit personal information from anyone or solicit passwords or personally identifying information for commercial or unlawful purposes. This also includes not uploading, posting, transmitting, sharing or otherwise making available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

- **Do Not Use for Inappropriate Purposes.** Your User-Generated Content must not promote any infringing, illegal, or other similarly inappropriate activity.

- **Be Honest and Do Not Misrepresent Yourself or Your User-Generated Content.** Do not impersonate any other person, user, or company, and do not submit User-Generated Content that you believe may be false, fraudulent, deceptive, inaccurate, or misleading, or that misrepresents your identity or affiliation with a person or company.

- **Others Can See.** We hope that you will use the Communities to exchange information and content and have venue appropriate discussions with other members. However, please remember that the Communities are public or semi-public and User-Generated Content that you submit on the Service within a Community may be accessible and viewable by other users. Do not submit personally identifying information (*e.g.*, first and last name together, password, phone number, address, credit card number, medical information, e-mail address, or other personally identifiable information or contact information) on Community spaces and take care when disclosing this type of information to others.

- **Don't Share Other People's Personal Information.** Your User-Generated Content should not reveal another person's address, phone number, e-mail address, social security number, credit card number, medical

information, financial information, or any other information that may be used to track, contact, or impersonate that individual, unless, and in the form and by the method, specifically requested by The Center.

• **Don't Damage the Service or Anyone's Computers or Other Devices.** Your User-Generated Content must not submit viruses, Trojan horses, spyware, or any other technologies or malicious code that could impact the operation of the Service or any computer or other Device.

If you submit User-Generated Content that The Center reasonably believes violates these Rules, then we may take any legally available action that we deem appropriate, in our sole discretion. However, we are not obligated to take any action not required by law. We may require, at any time, proof of the permissions referred to above in a form acceptable to us. Failure to provide such proof may lead to, among other things, the User-Generated Content in question being removed from the Service.

(ii) Your Interactions With Other Users; Disputes. You are solely responsible for your interaction with other users of the Service, whether online or offline. We are not responsible or liable for the conduct or content of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment in your interactions with others (*e.g.*, when you submit any personal or other information) and in all of your other online activities.

C. Alerting Us of Violations. If you discover any content that violates these Terms, then you may report it to us by contacting us [here](#). For alleged infringements of intellectual property rights, see [Sections 5](#) and [Section 6](#), below.

D. California Minors. Any California residents under the age of eighteen (18) who have registered to use the Service, and who have posted content or information on the Service, can request that such information be removed from the Service by contacting us at the e-mail or address set forth in the "Notices, Questions and Customer Service" section below making such a request, stating that they personally posted such content or information and detailing where the content or information is posted. We will make reasonable good faith efforts to remove the post from prospective public view or anonymize it so the minor cannot be individually identified. This removal process cannot ensure complete or comprehensive removal. For instance, third-parties may have republished the post and archived copies of it may be stored by search engines and others that we do not control.

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3. Service and Content Use Restrictions

A. Service Use Restrictions. You agree that you will not: (i) aside from your obtaining of goods or services offered by The Center or its affiliates, use the Service for any political or commercial purpose (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ii) use any meta tags or any other "hidden text" utilizing any Trademarks; (iii) engage in any activities through or in connection with the Service that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party, or are otherwise objectionable to The Center; (iv) to the maximum extent permitted by applicable law, reverse engineer, decompile, disassemble, reverse assemble, or modify any Service source or object code or any software or other products, services, or processes accessible through any portion of the Service; (v) engage in any activity that interferes with a user's access to the Service or the proper operation of the Service, or otherwise causes harm to the Service, The Center, or other users of the Service; (vi) interfere with

or circumvent any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Service, the Content, or the User-Generated Content; (vii) harvest or otherwise collect or store any information (including personally identifiable information about other users of the Service, including e-mail addresses, without the express consent of such users); (viii) attempt to gain unauthorized access to the Service, other computer systems or networks connected to the Service, through password mining or any other means; or (ix) otherwise violate these Terms or any applicable Additional Terms.

B. Content Use Restrictions. You also agree that, in using the Service: (i) you will not monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Service by using any robot, rover, “bot”, spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) you will not frame or utilize framing techniques to enclose any such Content (including any images, text, or page layout); (iii) you will keep intact all Trademark, copyright, and other intellectual property notices contained in such Content; (iv) you will not use such Content in a manner that suggests an unauthorized association with any of our or our licensors’ products, services, or brands; (v) you will not make any modifications to such Content; (vi) you will not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third party or on any third-party application or website, or otherwise use or exploit such Content in any way for any purpose except as specifically permitted by these Terms or any applicable Additional Terms or with the prior written consent of an officer of The Center or, in the case of Content from a licensor, the owner of the Content; and (vii) you will not insert any code or product to manipulate such Content in any way that adversely affects any user experience.

C. Availability of Service and Content. The Center may immediately suspend or terminate the availability of the Service and Content (and any elements and features of them), in whole or in part, for any reason, in The Center’s sole discretion, and without advance notice or liability.

D. Reservation of All Rights Not Granted as to Content and Service. These Terms and any applicable Additional Terms include only narrow, limited grants of rights to make use of Content and to use and access the Service. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by The Center and its licensors and other third parties. ***Any unauthorized use of any Content or the Service for any purpose is prohibited.***

[Return to Terms summary and navigation.](#)

4. Accounts

In order to access or use some of the features on the Service, you must first register through our online registration process. The Service’s practices governing any resulting collection use, disclosure and management of your personal information are disclosed in its [Privacy Policy](#). If you are under the age of thirteen (13), then you are not permitted to register as a user, or otherwise use the Service or submit personal information to us.

If you register for any feature that requires a password and/or username, then you will select your own password at the time of registration (or we may send you an e-mail notification with a randomly generated initial password) and you agree that: (i) You will not use a username (or e-mail address) that is already being used by someone else, may impersonate another person, belongs to another person, violates the intellectual property or other right of any person or entity, or is offensive. We may reject the use of any password, username, or e-mail address for any other reason in our sole discretion; (ii) You will provide true, accurate, current, and complete

registration information about yourself in connection with the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete; (iii) You are solely responsible for all activities that occur under your account, password, and username – whether or not you authorized the activity; (iv) You are solely responsible for maintaining the confidentiality of your password and for restricting access to your Device so that others may not access any password protected portion of the Service using your name, username, or password; (v) You will immediately notify us of any unauthorized use of your account, password, or username, or any other breach of security; and (vi) You will not sell, transfer, or assign your account or any account rights.

We will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations.

If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated, incomplete, or violates these Terms, any applicable Additional Terms, or any applicable law, then we may suspend or terminate your account. We also reserve the more general and broad right to terminate your account or suspend or otherwise deny you access to it or its benefits – all in our sole discretion, for any reason, and without advance notice or liability.

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5. Procedure For Alleging Copyright Infringement

A. DMCA Notice. The Center asks our users to respect the intellectual property rights of others. It is our policy to respond appropriately to clear notices of alleged copyright infringement, as set forth more fully below. In our sole discretion, we may remove content that may be infringing on another person’s intellectual property rights with or without notice to the potential infringer. In accordance with the U.S. Digital Millennium Copyright Act (“**DMCA**”) and other applicable law, The Center has adopted a policy of terminating, in appropriate circumstances and at The Center’s sole discretion, users who are deemed to be repeat infringers. If we remove or disable access in response to a DMCA Notice (as defined below), we will make a good faith attempt to contact the owner or administrator of the affected site or content so that they may make a counter-notification. If you own a copyright in a work (or represent such a copyright owner) and believe that your (or such owner’s) copyright in that work has been infringed by an improper posting or distribution of it via the Service, then you may send us a written notice that includes all of the following:

(i) a legend or subject line that says: “DMCA Copyright Infringement Notice”;

(ii) a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;

(iii) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL of the Service on which the material appears);

(iv) your full name, address, telephone number, and e-mail address;

(v) a statement by you 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;

(vi) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and

(vii) your electronic or physical signature.

The Center will only respond to DMCA Notices that it receives by mail, e-mail, or facsimile at the addresses below:

By Mail: Compliance Officer

Los Angeles LGBT Center
McDonald/Wright Building
1625 N. Schrader Blvd
Los Angeles, CA 90028-6213

By E-Mail: click [here](#).¹

By Facsimile: (323) 308-4486

It is often difficult to determine if your copyright has been infringed. The Center may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and The Center may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting our other rights, we may, in appropriate circumstances, terminate a repeat infringer's access to the Service and any other website owned or operated by The Center. See [Section 4](#), above.

B. Counter-Notification. If access on the Service to a work that you submitted to The Center is disabled or the work is removed as a result of a DMCA Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

(i) a legend or subject line that says: "DMCA Counter-Notification";

(ii) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the URL of the Service from which the material was removed or access to it disabled);

(iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;

(iv) your full name, address, telephone number, e-mail address, and the username of your account;

¹ Insert George Gati's email address.

(v) a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Central District of California), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and

(vi) your electronic or physical signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Service. You should also be aware that we may forward the Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

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6. Procedure For Alleging Infringement of Other Intellectual Property

If you own intellectual property other than copyrights and believe that your intellectual property has been infringed by an improper posting or distribution of it via the Service, then you may send us a written notice to the addresses set forth above that includes all of the following:

- (a) a legend or subject line that says: “Intellectual Property Infringement Notice”;
- (b) a description of the intellectual property that you claim has been infringed;
- (c) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL of the Service on which the material appears);
- (d) your full name, address, telephone number, and e-mail address;
- (e) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the owner of the intellectual property, its agent, or the law;
- (f) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the owner of the intellectual property at issue (or, if you are not the owner, then your statement must indicate that you are authorized to act on the behalf of the owner of the intellectual property that is allegedly infringed); and
- (g) your electronic or physical signature.

We will act on such notices in our sole discretion. Any user of the Service that fails to respond satisfactorily to The Center with regard to any such notice is subject to suspension or termination. We may send the information that you provide in your notice to the person who provided the allegedly infringing material.

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7. Notices, Questions and Customer Service

You agree that: (1) we may give you notices of new, revised or changed terms and other important matters by prominently posting notice on the home page of the Service, or in another reasonable manner; and (2) we may contact you by mail or e-mail sent to the address provided by you. You agree to promptly notify us if you change your e-mail or mailing address by updating your user profile on our website or within the Service. All legal notices to us must be sent to:

General Counsel
Los Angeles LGBT Center
McDonald/Wright Building
1625 N Schrader Blvd
Los Angeles, CA 900

If you have a question regarding use of the Service, you may e-mail us [here](#).² You acknowledge that the provision of customer support is at our sole discretion and that we have no obligation to provide you with customer support of any kind. We may provide you with customer support from time to time, at our sole discretion, provided that you have created an account and that you submit your customer support inquiries using such account.

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8. Links By You To the Service

We grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to create hyperlinks to the Service, so long as: (a) the links only incorporate text, and do not use any Trademarks, (b) the links and the content on your website do not suggest any affiliation with The Center or cause any other confusion, and (c) the links and the content on your website do not portray The Center or its products or services in a false, misleading, derogatory, or otherwise offensive matter, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party or are otherwise objectionable to The Center. The Center reserves the right to suspend or prohibit linking to the Service for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third party.

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9. Third-Party Sites; Advertisements; Dealings with Third Parties

A. Third-Party Content and Sites; Advertisements. The Service may contain third party plug-ins and/or applications, and/or links to third-party websites that are not owned, controlled or operated by us, and the Service may also include links to third-party ads, tools and/or other content on the Service or otherwise, to or from third-party sites (collectively, “**Third-Party Sites**”), including websites operated by advertisers, licensors, licensees, and certain other third parties who may have business relationships with us. This may include the ability to register or sign in to our Services using Facebook Connect or other third party tools, and to post content on this party sites and services using their plug-ins made available on our Services. We may also host

² Insert George Gati’s email address here.

our content, apps and tools on Third-Party Sites. We may have no control over the content, operations, policies, terms, or other elements of Third-Party Sites, and we do not assume any obligation to review any Third-Party Sites. The Center does not necessarily endorse, approve, or sponsor any Third-Party Sites, or any third-party content, advertising, information, materials, products, services, or other items. Furthermore, The Center is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such Third-Party Sites. Finally, The Center will under no circumstances be liable for any direct, indirect, incidental or special loss or other damage, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within these Third-Party Sites. Any activities you engage in connection with any of the same are subject to the privacy and other policies, terms and conditions of use and/or sale, and rules issued by the operator of the Third-Party Sites. THE CENTER DISCLAIMS ALL LIABILITY IN CONNECTION THEREWITH.

B. Dealings with Third Parties. Any interactions, correspondence, transactions, and other dealings that you have with any third parties found on or through the Service (including on or via Third-Party Sites or advertisements) are solely between you and the third party (including issues related to the content of third-party advertisements, payments, delivery of goods, warranties (including product warranties), privacy and data security, and the like). THE CENTER DISCLAIMS ALL LIABILITY IN CONNECTION THEREWITH.

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10. Wireless, Messages, and Location-Based Features

A. Wireless Features. The Service may offer certain features and services via your wireless Device. Features and services may include the ability to access the Service's features, upload content to the Service, receive messages from the Service, and download applications to your wireless Device (collectively, "**Wireless Features**"). You are responsible for standard messaging, data, and other fees that may be charged or deducted by your carrier to participate in Wireless Features. Your carrier may prohibit or restrict certain Wireless Features or certain Wireless Features may be incompatible with your carrier or wireless Device. Contact your carrier with questions regarding these issues.

B. Terms of Wireless Features. You agree to receive communications we may send through Wireless Features for which you are registered. Further, we may collect information related to your use of the Wireless Features. If you have registered via the Service for Wireless Features, then you agree to notify The Center of any changes to your wireless contact information (including phone number) and update your accounts on the Service to reflect the changes. If the Service includes push notifications or other mobile communication capability, you hereby approve our delivery of electronic communications directly to your mobile Device. These notifications, including badge, alert or pop-up messages, may be delivered to your Device even when it is running in the background. You may have the ability, and it is your responsibility, to control the notifications you do, or do not, receive via your Device through your Device settings. Standard message, data and other fees may be charged by your carrier, and carriers may deduct charges from pre-paid amounts or data allowances, for which you are responsible. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with your carrier or wireless Device. Contact your carrier with questions regarding these issues.

C. Text and E-mail Messages. You may be given opportunities to subscribe to various text marketing or other text messaging programs and by doing so, you consent to receive ongoing text alerts (including by auto-dialers) from us related to our various businesses and affiliates, which may include co-promotions with or about other

parties, except that if the scope of your consent for a particular subscription is limited that subscription will be so limited. **For each subscription, text “HELP” for help and text “STOP” to terminate (i.e., opt-out) of that subscription.** Subsequent or different subscriptions will be unaffected by an opt-out. You consent to receive a text confirming any opt-out as well as non-marketing administrative or transactional messages. For subscriptions to recurring text messages, you may receive up to the number of text messages per month specified in your consent, or to which you later consent. Alerts auto-renew unless otherwise specified when you consented. Your consent to receive text messages is not a condition of purchase, and no purchase is necessary. You understand that we will send mobile text messages using automated technology. If you subscribe to text messages you represent that you are at least the age of majority in the jurisdiction in which you reside, or have obtained parental consent. Standard message, data and other fees may be charged by your carrier, and carriers may deduct charges from pre-paid amounts or data allowances, for which you are responsible. Contact your carrier for details. If we are charging a premium rate for text messages, that will be explained in the applicable subscription consent. Not all phones and/or carriers are supported. We are the sponsor of our text messages and may be contacted regarding them [here](#).

You may cancel or modify our e-mail marketing communications you receive from us by following the instructions contained within our promotional e-mails. This will not affect subsequent subscriptions and if your opt-out is limited to certain types of e-mails the opt-out will be so limited. Please note that we reserve the right to send you certain communications relating to your account or use of our Service, such as administrative and service announcements and these transactional account messages may be unaffected if you choose to opt-out from receiving our marketing communications.

D. Location-Based Features. If GPS, geo-location or other location-based features are enabled on your Device, you acknowledge that your Device location will be tracked and may be shared with others consistent with the [Privacy Policy](#). Some Devices and platforms may allow disabling location-based features or managing such preferences. However, you can terminate Device location tracking on a mobile application by us by uninstalling the application. The location-based services offered in connection with The Center’s mobile app(s) or feature(s) are for individual use only and should not be used or relied on in any situation in which the failure or inaccuracy of use of the location-based services could lead directly to death, personal injury, or physical or property damage. Use location-based services at your own risk as location data may not be accurate.

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11. Dispute Resolution

Certain portions of this Section 11 are deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act. You and we agree that we intend that this Section 11 satisfies the “writing” requirement of the Federal Arbitration Act. This Section 11 can only be amended by mutual agreement.

A. First – Try to Resolve Disputes and Excluded Disputes. If any controversy, allegation, or claim arises out of or relates to the Site, the Content, your User-Generated Content, these Terms, or any Additional Terms, whether heretofore or hereafter arising (collectively, “**Dispute**”), or to any of The Center’s actual or alleged intellectual property rights (an “**Excluded Dispute**”, which includes those actions set forth in Section 11D), then you and we agree to send a written notice to the other providing a reasonable description of the Dispute or Excluded Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section 11A. Your notice to us must be sent to: Los Angeles LGBT Center, 1625 N. Schrader Blvd., Los Angeles, CA 90028, Attn: General Counsel. For a period of sixty

(60) days from the date of receipt of notice from the other party, The Center and you will engage in a dialogue in order to attempt to resolve the Dispute or Excluded Dispute, though nothing will require either you or us to resolve the Dispute or Excluded Dispute on terms with respect to which you and we, in each of our sole discretion, are not comfortable.

B. Binding Arbitration. If we cannot resolve a Dispute as set forth in Section 11A (or agree to arbitration in writing with respect to an Excluded Dispute) within sixty (60) days of receipt of the notice, then ANY AND ALL DISPUTES ARISING BETWEEN YOU AND US (WHETHER BASED IN CONTRACT, STATUTE, REGULATION, ORDINANCE, TORT – INCLUDING, BUT NOT LIMITED TO FRAUD, ANY OTHER INTENTIONAL TORT, OR NEGLIGENCE – COMMON LAW, CONSTITUTIONAL PROVISION, RESPONDEAT SUPERIOR, AGENCY OR ANY OTHER LEGAL OR EQUITABLE THEORY), WHETHER ARISING BEFORE OR AFTER THE EFFECTIVE DATE OF THESE TERMS, MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION. THIS INCLUDES ANY AND ALL DISPUTES BASED ON ANY PRODUCT, SERVICE OR ADVERTISING CONNECTED TO THE PROVISION OR USE OF THE SERVICE. The Federal Arbitration Act (“FAA”), not state law, shall govern the arbitrability of all disputes between The Center and you regarding these Terms (and any Additional Terms) and the Service. The Center and you agree, however, that California law shall apply to and govern, as appropriate, any and all claims or causes of action, remedies, and damages arising between you and The Center regarding these Terms and the Service, whether arising or stated in contract, statute, common law, or any other legal theory, without regard to California’s choice of law principles that might apply to other states’ law.

Disputes will be resolved solely by binding arbitration administered by the Judicial Arbitration and Mediation Services Inc. (“JAMS”) using JAMS’ streamlined Arbitration Rules and Procedures, or by any other arbitration administration service that you and an officer or legal representative of The Center consent to in writing. If an in-person arbitration hearing is required, then it will be conducted in Los Angeles, California. You and we will pay the administrative and arbitrator’s fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require The Center to pay a greater portion or all of such fees and costs in order for this Section 11 to be enforceable, then The Center will have the right to elect to pay the fees and costs and proceed to arbitration. The arbitrator will apply applicable law and the provisions of these Terms and any Additional Terms, will be bound by these Terms and any Additional Terms, will determine any Dispute according to the applicable law and facts based upon the record and no other basis, and will issue a reasoned award only in favor of the individual party seeking relief and only to the extent to provide relief warranted by that party’s individual claim. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration and class action waiver provisions are for the court to decide. This arbitration provision shall survive termination of these Terms or the Service.

C. Limited Time To File Claims. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A DISPUTE (BUT NOT AN EXCLUDED DISPUTE) AGAINST THE OTHER, THEN YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH IN SECTION 11(A) WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES – OR IT WILL BE FOREVER BARRED.

D. Injunctive Relief. The foregoing provisions of this Section 11 will not apply to any legal action taken by The Center to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Site, any Content, your User-Generated Content and/or our intellectual property rights (including such The Center may claim that may be in dispute), our operations, and/or our products or services.

E. No Class Action Matters. Disputes will be arbitrated only on an individual basis and will not be joined or consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. There shall be no right or authority for any Dispute to be arbitrated on a class action basis or on any basis involving Disputes brought to a purported representative capacity on behalf of the general public, or other persons or entities similarly situated. But if, for any reason, any court with competent jurisdiction holds that this restriction is unconscionable or unenforceable, then our agreement in Section 11B to arbitrate will not apply and the Dispute must be brought exclusively in court pursuant to Section 11F. Notwithstanding any other provision of this Section 11, any and all issues relating to the scope, interpretation and enforceability of this Section 11E, including the class action waiver provisions contained herein, are to be decided only by a court of competent jurisdiction, and not by the arbitrator.

F. Federal and State Courts in Los Angeles, CA. Except to the extent that arbitration is required in Section 11B, and except as to the enforcement of any arbitration decision or award, any action or proceeding relating to any Dispute or Excluded Dispute may only be instituted in state or Federal court in Los Angeles, CA. Accordingly, you and we consent to the exclusive personal jurisdiction and venue of such courts for such matters.

G. Small Claims Matters Are Excluded From Arbitration Requirement. Notwithstanding the foregoing, either of us may bring qualifying claim of Disputes (but not Excluded Disputes) in small claims court, subject to Section 11F.

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12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR SOLE RISK.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED ON AN “AS IS”, “AS AVAILABLE”, AND “WITH ALL FAULTS” BASIS. Therefore, to the fullest extent permissible by law, the Los Angeles LGBT Center and its direct and indirect parents, subsidiaries, affiliates and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, “**The Center Parties**”) hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to:

- (a) the Service (including the Content and the User-Generated Content);
- (b) the functions, features, or any other elements on, or made accessible through, the Service;
- (c) any products, services, or instructions offered or referenced at or linked through the Service;
- (d) security associated with the transmission of your User-Generated Content transmitted to The Center or via the Service;
- (e) whether the Service or the servers that make the Service available are free from any harmful components (including viruses, Trojan horses, and other technologies that could adversely impact your Device);

- (f) whether the information (including any instructions) on the Service is accurate, complete, correct, adequate, useful, timely, or reliable;
- (g) whether any defects to or errors on the Service will be repaired or corrected;
- (h) whether your access to the Service will be uninterrupted;
- (i) whether the Service will be available at any particular time or location; and
- (j) whether your use of the Service is lawful in any particular jurisdiction.

EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN OR IN ADDITIONAL TERMS PROVIDED BY A CENTER PARTY, THE CENTER PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS.

Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimers may not apply to the extent such jurisdictions' laws are applicable, and you may have additional rights.

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13. LIMITATIONS OF OUR LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ANY CENTER PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages of any kind, including without limitation loss of profits, that are directly or indirectly related to:

- (a) the Service (including the Content and the User-Generated Content);
- (b) your use of or inability to use the Service, or the performance of the Service;
- (c) any action taken in connection with an investigation by The Center Parties or law enforcement authorities regarding your access to or use of the Service;
- (d) any action taken in connection with copyright or other intellectual property owners or other rights owners;
- (e) any errors or omissions in the Service's technical operation; or
- (f) any damage to any user's computer, hardware, software, modem, or other equipment or technology, including damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line, or network failure or any other technical or other malfunction, including losses or damages in the form of lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or equipment failure or malfunction.

The foregoing limitations of liability will apply even if any of the foregoing events or circumstances were foreseeable and even if The Center Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort

(including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Service).

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages of the sort that are described above, so the above limitation or exclusion may not apply to you, and you may have additional rights.

EXCEPT AS MAY BE PROVIDED IN ANY APPLICABLE ADDITIONAL TERMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CENTER PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICE AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID THE CENTER IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S); PROVIDED, HOWEVER, THIS PROVISION WILL NOT APPLY IF A COURT OR TRIBUNAL WITH APPLICABLE JURISDICTION FINDS SUCH TO BE UNCONSCIONABLE. FOR PURPOSES OF CLARITY, THE PRIOR SENTENCE DOES NOT EXPAND OR LIMIT ANY EXPRESS, WRITTEN PRODUCT WARRANTY THAT IS PROVIDED BY THE CENTER OR A MANUFACTURER OF A PHYSICAL PRODUCT.

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14. Waiver of Injunctive or Other Equitable Relief

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE SERVICE, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, USER-GENERATED CONTENT, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY THE CENTER (INCLUDING YOUR LICENSED USER-GENERATED CONTENT) OR A LICENSOR OF THE CENTER.

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15. Updates to Terms. These Terms (or if applicable Additional Terms), in the form posted at the time of your use of the applicable services to which it applies, shall govern such use (including transactions entered during such use). AS OUR SERVICE EVOLVES, THE TERMS AND CONDITIONS UNDER WHICH WE OFFER THE SERVICE MAY PROSPECTIVELY BE MODIFIED AND WE MAY CEASE OFFERING THE SERVICE UNDER THE TERMS OR APPLICABLE ADDITIONAL TERMS FOR WHICH THEY WERE PREVIOUSLY OFFERED. ACCORDINGLY, EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE SERVICE YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND CONDITIONS AND YOU AGREE THAT WE MAY NOTIFY YOU OF ADDITIONAL TERMS BY POSTING THEM ON THE SERVICE (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE SERVICE AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE ADDITIONAL TERMS FOR YOUR NEW USE AND TRANSACTIONS. Therefore, you should review the posted Terms and any applicable Additional Terms each time you use the Service (at least prior to each transaction or submission). The applicable Additional Terms will

be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. However, the Terms (and any applicable Additional Terms) that applied when you previously used the Service will continue to apply to such prior use and any specific term to which we previously committed to apply those terms (if applicable) (i.e., changes and additions are prospective only) unless mutually agreed. In the event any notice to you of new, revised or additional terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You should frequently check the home page and the e-mail you associated with your account for notices, all of which you agree are reasonable manners of providing you notice. You can reject any new, revised or Additional Terms by discontinuing use of the Service and related services.

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16. General Provisions

A. The Center's Consent or Approval. As to any provision in these Terms or any Additional Terms that grants The Center a right of consent or approval, or permits The Center to exercise a right in its "sole discretion," The Center may exercise that right in its sole and absolute discretion. No Center consent or approval may be deemed to have been granted by us without being in writing and signed by an officer of The Center.

B. Applicable Law. These Terms and any applicable Additional Terms will be governed by and construed in accordance with, and any Dispute and Excluded Dispute will be resolved in accordance with, the laws of the state of California, without regard to its conflicts of law provisions that might apply the laws of another jurisdiction.

C. Indemnity. You agree to, and you hereby, defend, indemnify, and hold The Center Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Center Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (i) your User-Generated Content; (ii) your use of the Service and your activities in connection with the Service; (iii) your breach or alleged breach of these Terms or any applicable Additional Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Service or your activities in connection with the Service; (v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) Center Parties' use of the information that you submit to us (including your User-Generated Content) (all of the foregoing, "**Claims and Losses**"). You will cooperate as fully required by Center Parties in the defense of any Claim and Losses. Notwithstanding the foregoing, Center Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. Center Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a Center Party.

D. Operation of Service; Availability of Products and Services; International Issues. The Center controls and operates the Service from its U.S.-based offices in the U.S.A., and The Center makes no representation that the Service is appropriate or available for use beyond the U.S.A. If you use the Service from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding

your online conduct and acceptable content, if and to the extent local laws apply. The Service may describe products and services that are available only in the U.S.A. (or only parts of it) and are not available worldwide. We reserve the right to limit the availability of the Service and/or the provision of any content, program, product, service, or other feature described or available on the Service to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service, or other feature that we provide. You agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms or to any sale of goods carried out as a result of your use of the Service.

E. Export Controls. Software related to or made available by the Service may be subject to export controls of the U.S.A. To the extent permissible under applicable domestic laws, no software from the Service may be downloaded, exported, or re-exported (i) into (or to a national or resident of) any country or other jurisdiction to which the U.S.A. has embargoes (which, as of the effective date of these Terms, includes Cuba, North Korea, Iran, Sudan, and Syria), or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders, or (iii) to anyone on the U.S. Department of Commerce's Bureau of Industry and Security Entities List as published in the Export Administration Regulations (including entities engaged in weapons of mass destruction proliferation in various countries and persons and entities that are suspected of diverting U.S. origin items to embargoed countries or terrorist end-uses). You are responsible for complying with all applicable trade regulations and laws both foreign and domestic. Except as authorized by law, you agree and warrant not to export or re-export the software to any country, or to any person, entity, or end-user subject to U.S. export controls or sanctions, including, without limitation, as set forth in subsections (i) – (iii) above.

F. Severability; Interpretation. If any provision of these Terms, or any Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms or the Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the applicable Additional Terms (which will remain in full force and effect). To the extent permitted by applicable law, you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word "including" is used in these Terms or any applicable Additional Terms, the word will be deemed to mean "including, without limitation." The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms.

G. Communications. When you communicate with us electronically, such as via e-mail and text message, you consent to receive communications from us electronically. We will try to promptly respond to all inquiries, but we are not obligated to do so. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

H. Investigations; Cooperation with Law Enforcement; Termination; Survival. The Center reserves the right, without any limitation, to: (i) investigate any suspected breaches of its Service security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any applicable Additional Terms, (iii) investigate any information obtained by The Center in accordance with its [Privacy Policy](#) in connection with reviewing law enforcement databases or complying with criminal laws, (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any applicable Additional Terms, and (vi) discontinue the Service, in whole or in part, or, except as may be expressly set forth in any applicable Additional Terms, suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without

notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to The Center under these Terms or any applicable Additional Terms. Upon suspension or termination of your access to the Service, or upon notice from The Center, all rights granted to you under these Terms or any Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service. The provisions of these Terms and any applicable Additional Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to the Center in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

I. Assignment. The Center may assign its rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any applicable Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of The Center.

J. No Waiver. Except as expressly set forth in these Terms or any applicable Additional Terms, (i) no failure or delay by you or us in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any applicable Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

K. Connectivity. You are responsible for obtaining and maintaining all Devices and other equipment and software, and all internet service provider, mobile service, and other services needed for your access to and use of the Service and you will be responsible for all charges related to them.

L. California Consumer Rights and Notices. California residents can obtain information on our privacy practices, including how we comply with the California Online Privacy Protection Act and the California Shine the Light Act in our [Privacy Policy](#).

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17. Terms Applicable For Third Party Platforms.

If you are accessing or using the Services via an App available within Apple Inc.'s ("**Apple**") App Store for use on compatible devices ("**Apple Platform**"), Google Inc.'s ("**Google**") Play for use on compatible devices ("**Google Platform**"), or another third party app store for use on compatible devices, as applicable (collectively, "**Third Party Platforms**"), the following applicable Additional Terms and conditions are applicable to you and are incorporated into this Agreement by this reference:

- (i) To the extent that you are accessing the Service through a Third Party Platform, you acknowledge that these Terms are entered into between you and The Center and, that Apple, Google, or any other third party operating system provider (collective, "**Third Party Platform Provider**") are not a party to this Agreement or the Terms other than as third-party beneficiary as contemplated below.
- (ii) The license granted to you in [Section 1](#) of these Terms is subject to the permitted Usage Rules set forth in the App Store Terms of Service (see: <http://www.apple.com/legal/itunes/us/terms.html>) and any third party terms of agreement applicable to the Service.
- (iii) You acknowledge that The Center, and not Third Party Platform Provider, is responsible for providing the Service and the content thereof.

(iv) You acknowledge that Third Party Platform Providers have no obligation whatsoever to furnish any maintenance or any support services to you with respect to the Service.

(v) To the maximum extent permitted by applicable law, Third Party Platform Providers will have no other warranty obligation whatsoever with respect to the Service.

(vi) Notwithstanding anything to the contrary herein, and subject to the terms in these Terms, you acknowledge that, solely as between Third Party Platform Provider and The Center, The Center, and not the Third Party Platform Provider is responsible for addressing any claims you may have relating to the Service, or your possession and/or use thereof, including, but not limited, to: (i) product liability claims; (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(vii) Further, you agree that if the Service, or your possession and use of the Service, infringes on a third party's intellectual property rights, you will not hold Third Party Platform Providers responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claims.

(viii) You acknowledge and agree that Third Party Platform Provider, and Third Party Platform Provider's subsidiaries, are third-party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Third Party Platform Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

(ix) When using the Service, you agree to comply with any and all third-party terms that are applicable to any platform, website, technology or service that interacts with the Service.

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