

100 Black Men of Triangle East, Inc.

Terms of Service

Last Updated: October 4, 2020

Overview

This website (the “Website”) is operated by 100 Black Men of Triangle East, Inc. (the “Company”). Throughout the Website, the terms “we”, “us” and “our” refer to the Company. The Company offers the Website, including all services, tools, technology, products, features, and mobile apps (together, the “Services”) available from the Website to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting the Website and/or donating/contributing/accessing something from/to us, you are making use of our Services and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the Website, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using the Website. By accessing or using the Services you agree to be bound by these Terms of Service. If you do not agree to all the Terms of Service, then you may not access the Website or use any Services.

Any new features or tools which are added to the Website shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to the Website without notice to the users. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Website following the posting of any changes constitutes acceptance of the changed Terms of Service.

ARBITRATION NOTICE: YOU AGREE THAT DISPUTES BETWEEN YOU AND US ARISING OUT OF OR RELATED TO THESE TERMS OF SERVICE WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION, AS FURTHER SET FORTH HEREIN. SECTION 18 BELOW HAS MORE INFORMATION AND HOW YOU CAN OPT OUT OF ARBITRATION.

Section 1 – Acceptable Use of the Services

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your jurisdiction of residence, or that you are the age of majority in your jurisdiction of residence and you have given us your consent to allow any of your minor dependents to use or access the Services.

By using or accessing the Services, you represent and warrant that you will not:

- use our products for any illegal, unlawful, or unauthorized purpose, or to solicit others to perform or participate in any unlawful acts;
- upload or transmit viruses, worms, or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
- attempt to or actually disable, overburden, damage, impair, or override the Services or interfere with other party's use of the Services, including any security components;
- use the Services for any commercial purpose;
- misrepresent your identity or affiliation in any way (including, without limitation, by using email addresses or usernames associated any other natural person that is not you);
- "stalk" or otherwise harass another user; or
- upload, post, email, share, or otherwise transmit any material to either the Company or a third-party platform (including social media) that may harass, disparage, or otherwise limit another user's use or enjoyment of the Services.

In addition, you are prohibited from using the Website or its content:

- to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- to submit false or misleading information;
- to collect or track the personal information of others;
- to spam, phish, pharm, pretext, spider, crawl, or scrape;
- for any obscene purpose; or
- to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You acknowledge that your account is personal to you and you agree not to provide any other person with access to the Services or portions of the Services using your username, password, or other security information. You agree to notify us

immediately of any unauthorized access to or use of your username or password or any other breach of security.

A breach or violation of any of the Terms may result in an immediate termination of your Services. You acknowledge and agree that you are solely responsible for (and that the Company has no responsibility to you or to any third party for) any breach of your obligations under these Terms and for the consequences (including any loss or damage which the Company or any third party may suffer) of any such breach. You agree to defend and indemnify the Company and its affiliates against any liability, costs, or damages arising out of, directly or indirectly, the breach of the representation.

Section 2 – General Conditions

We reserve the right to refuse service to anyone for any reason at any time. Additionally, you agree that from time to time we may remove any of the Services for indefinite periods of time or cancel the Services at any time, without notice to you.

Security. We may employ physical, technical and administrative safeguards to guard against unauthorized disclosure or access to your personal information. However, you acknowledge that security safeguards, by their nature, are capable of circumvention and the Company does not and cannot guarantee that personal information about you will not be accessed by unauthorized persons capable of overcoming such safeguards (e.g., hackers) who may use viruses, worms, trojan horses, and other undesirable and malicious data and software to obtain access to or damage our Services or obtain access to user information. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

User Contributions. By uploading information to the Service or submitting any materials to us, including but not limited to any content or materials posted through message boards, chat rooms, personal web pages or profiles, (collectively, “User Contributions”) you automatically grant (or warrant that the owner of such rights has expressly granted) the Company a perpetual, worldwide, royalty-free, irrevocable, nonexclusive right and license to use, reproduce, modify, display, adapt, publish, and translate your information to enable us to operate the Website and provide the Services and to make your information accessible to you and other users to the extent permitted by applicable law.

Section 3 – Intellectual Property Rights

The Services contain material, such as software, text, graphics, images, video, audio and other material (collectively, “Content”). No Content from the Services may be copied, reproduced, modified, republished, uploaded, posted, transmitted, reprinted or distributed in any way without the express prior written permission of the Company, except that you may download or print a limited number of copies of the Services for your personal, noncommercial, home use only, provided you keep intact all copyright and other proprietary notices. The Content may be owned by us or may be provided through arrangements with others, including other users of the Services

or third-party content providers. The Content is protected by copyright under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws. Our name, brands, logos, slogans and other trademarks are our trademarks. All other names, brands, logos, product and service names, and designs appearing on the Services are the trademarks of their respective owners. You may not use such trademarks without our prior written permission.

- Your computer may temporarily store copies of the Content in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your web browser for display enhancement purposes.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use.
- If we provide social media features, such as allowing you to share items you find in our news section through social media links in those posts, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any Content from the Services;
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text;
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Services; or
- Access or use for any commercial purposes any part of the Services or any Content available through the Services.

Section 4 – Accuracy, Completeness & Timeliness of Information

We are not responsible if information made available on the Website is not accurate, complete or current. The material on the Website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on the Website is at your own risk.

The Website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of the Website at any time, but we have no obligation to update any information on our Website. You agree that it is your responsibility to monitor changes to our Website.

Section 5 – Modifications to the Service and Prices

Service availability, price and time-related information appearing on the Services are subject to change without notice. The Company is not responsible for any such changes and advises you to confirm all specific terms appearing on the or through the Services before acting in reliance on

such terms. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

Section 6 – Third Party Links, Content, and Tools

We are not responsible for examining or evaluating any products, advice or services offered by any third parties whose icons, products, advice, services, tools, or hyperlinks appear on the Website or through the Services. This includes links contained in advertisements, including banner advertisements and sponsored links. You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the Website is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). Third-party products and services accessible through the Website are not necessarily endorsed or recommended by the Company and we disclaim all responsibility regarding the performance or the use of third-party products and services. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites.

Section 7 – User Comments, Feedback & Other Submissions

If, at our request or without a request from us, you send certain specific submissions (for example contest entries) or you send or post on in comment sections creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, “comments”), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; (3) to respond to any comments or (4) to publish any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

Section 8 – Personal Information

Our collection, use, and transfer of personal information through the Service is governed by our Privacy Policy. View our Privacy Policy here. [insert hyperlink].

Section 9 – Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

THE SERVICES AND CONTENT ARE PROVIDED BY THE COMPANY (AND ITS LICENSORS AND SUPPLIERS) ON AN “AS IS” BASIS AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY (AND ITS LICENSORS AND SUPPLIERS) DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES OR CONTENT IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Section 10 – Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA,

AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Section 11 – Indemnification

You agree to indemnify, defend and hold harmless the Company and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from and against any claims, demands, liabilities, damages, judgements, awards, losses, costs, expenses, or fees, including reasonable attorneys' fees, made by any third party due to or arising out of, directly or indirectly, your breach of these Terms of Service or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services, and products other than as expressly authorized in these Terms, or a violation of any law or the rights of a third party.

Section 12 – Severability

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

Section 13 – Termination

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our Website.

The provisions of these Terms concerning security, representations and warranties, assignment, prohibited activities, copyrights, trademarks, disclaimer, limitation of liability, indemnity, dispute resolution, and jurisdictional issues shall survive any such termination. You agree that if your use of the Website or the Services is terminated pursuant to these Terms, you will not attempt to use the Website or our Services, and further agree that if you violate this restriction after being terminated, you will indemnify and hold the Company harmless from any and all liability that may incur therefore.

Section 14 – Entire Agreement

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on the Website or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements,

communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the Company.

Section 15 – Governing Law

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Wake County, North Carolina.

Section 16 – Dispute Resolution

PLEASE READ THIS SECTION 18 CAREFULLY BECAUSE IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. THIS SECTION 18 REQUIRES YOU TO AGREE TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION.

If you believe you have a dispute or claim against us arising out of your use of the Services or under these Terms, you agree to first discuss the matter informally with us for at least 30 days. To do that, you must give us written notice, which will include your full name and contact information, the nature and basis giving rise to your dispute or claim and your proposed resolution, sent to the address below.

If you are located in, are based in, have offices in, or do business in a jurisdiction in which this section is enforceable, you understand and agree that any dispute, claim, or controversy arising under or in connection with these Terms, including your use and access to the Services or any other content, including, but not limited to, claims as to whether any services rendered by the Company or persons employed or engaged by the Company were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered, shall be finally and exclusively resolved by binding arbitration under the American Arbitration Association’s (“AAA”) Commercial Arbitration Rules and Mediation Procedures and Consumer-Related Disputes Supplementary Procedures, and not by a lawsuit or resort to court process, except as applicable law provides for judicial review of arbitration proceedings. Each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights. It is your responsibility to pay any AAA filing, administrative and arbitrator fees as set forth in the AAA Rules.

YOU ACKNOWLEDGE AND AGREE THAT BOTH PARTIES TO THE TERMS WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. The parties further agree that the arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this agreement to arbitrate. Any such controversy or claim shall be arbitrated on an individual basis, unless both parties otherwise agree in writing. The arbitration shall be held in Wake County, North Carolina, U.S.A.

This arbitration provision is governed by the Federal Arbitration Act. You can opt out of this arbitration provision within 30 days of the date that you first agreed to these Terms. To opt out, you must send your name, residence address and email address, and a clear statement that you want to opt out of this arbitration provisions to PO Box 80606, Raleigh, NC 27675. Should you choose to withdraw from the arbitration provision, all other provisions of the Terms shall remain in full force and effect.

If for any reason a claim proceeds in court rather than arbitration, each party waives any right to a jury trial. You agree to the personal jurisdiction by and venue in the state courts of [Wake County, North Carolina or a United States District Court, and waive any objection to such jurisdiction or venue.

Section 19 – Changes to Terms of Service

You can review the most current version of the Terms of Service at any time at this page. We may make changes, supplement or update these Terms from time to time. The revised Terms will be effective on the posted date, unless otherwise indicated. You acknowledge and agree that if you use the Services after the date on which the Terms have changed the Company will treat your use as acceptance of the updated Terms.

Section 20 – Contact Information

Questions about the Terms of Service should be sent to us at contact@100bmtc.org.