

# GIRLS LOBBY

## TERMS OF SERVICE

**Last Updated:** December 31st, 2018

These Terms of Service ("**Terms**") apply to your access to and use of the websites and other online services (collectively, the "**Services**") provided by the Girls Lobby ("**Girls Lobby**" or "**we**"). **By clicking "I Accept" or by using our Services, you agree to these Terms. If you do not agree to these Terms, do not use our Services.**

We may supply different or additional terms in relation to some of our Services, and those different or additional terms become part of your agreement with us if you use those Services. If there is a conflict between these Terms and the additional terms, the additional terms will control for that conflict.

We may make changes to these Terms from time to time. If we make changes, we will provide you with notice of such changes, such as by sending an email, providing a notice through our Services or updating the date at the top of these Terms. Unless we say otherwise in our notice, the amended Terms will be effective immediately, and your continued use of our Services after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop using our Services.

If you have any questions about these Terms or our Services, please contact us at [girlslobbyorg@gmail.com](mailto:girlslobbyorg@gmail.com)

### 1. Eligibility

You must be at least 13 years of age to use our Services. If you are under 18 years of age (or the age of legal majority where you live), you may use our Services only under the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian of a user under the age of 18 (or the age of legal majority), you agree to be fully responsible for the acts or omissions of such user in relation to our Services. If you use our Services on behalf of another person or entity, (a) all references to "you" throughout these Terms will include that person or entity, (b) you represent that you are authorized to accept these Terms on that person's or entity's behalf, and (c) in the event you or the person or entity violates these Terms, the person or entity agrees to be responsible to us.

### 2. Privacy

For information about how we collect, use, share and otherwise process information about you, please see our Privacy Policy listed above.

### 3. Ownership; Limited License

The Services, including the text, graphics, images, photographs, videos, illustrations and other content contained therein, are owned by Girls Lobby or our licensors and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, all rights in and to the Services are reserved by us or our licensors. Subject to your compliance with these Terms, you are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use our Services or for your own personal, noncommercial use. Any use of the Services other than as specifically authorized herein, without our prior written permission, is strictly prohibited, will terminate the license granted herein and violate our intellectual property rights.

### 4. Trademarks

"GIRLS LOBBY", along with related logos, slogans and the look and feel of the Services are trademarks of Girls Lobby and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned on the Services are the property of their respective owners. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

### 5. Feedback

You may voluntarily submit or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials or other information about Girls Lobby or our Services (collectively, "**Feedback**"). You understand that we may use such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you, including, without limitation, to develop, copy, publish, or improve the Feedback in Girls Lobby's sole discretion. You understand that Girls Lobby may treat Feedback as nonconfidential.

### 6. Third-Party Content

Girls Lobby may provide third party content on the Services and may provide links to Web pages and content of third parties (collectively the "Third Party Content") as a service to those interested in this information. Girls Lobby does not control, endorse or adopt any Third Party Content and makes no representation or warranties of any kind regarding the Third Party Content, including without limitation regarding its accuracy or completeness. You acknowledge and agree that Girls Lobby is not responsible or liable in any manner for any Third Party Content and undertakes no responsibility to update or review any Third Party Content. Users use such Third Party Content contained therein at their own risk.

## 7. Third Party Products and Services

Girls Lobby may also provide information about or links to third-party products or services on the Services. Girls Lobby does not endorse or make any representations or warranties regarding any third party products or services. Your business dealings or correspondence with such third parties, and any terms, conditions, warranties or representations associated with such dealings are solely between you and such third party. Girls Lobby is not responsible or liable in any manner for any third party products or services, for any loss or damage of any sort incurred as the result of any products, services, or dealings, or as the result of the presence of such third party information on the Services.

## 8. Prohibited Conduct

You will not violate any applicable law, contract, intellectual property right or other third-party right or commit a tort, and you are solely responsible for your conduct while using our Services. You will not:

- Impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- Sell, resell, or commercially use our Services;
- Copy, reproduce, distribute, publicly perform or publicly display all or portions of our Services, except as expressly permitted by us or our licensors;
- Modify our Services, remove any proprietary rights notices or markings, or otherwise make any derivative works based upon our Services;
- Use our Services other than for their intended purpose and in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services or that could damage, disable, overburden or impair the functioning of our Services in any manner;
- Reverse engineer any aspect of our Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Services;
- Use any data mining, robots or similar data gathering or extraction methods designed to scrape or extract data from our Services;
- Develop or use any applications that interact with our Services without our prior written consent;
- Bypass or ignore instructions contained in our robots.txt file; or

- Use our Services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

Enforcement of this Section 7 is solely at Girls Lobby's discretion, and failure to enforce this section in some instances does not constitute a waiver of our right to enforce it in other instances. In addition, this Section 7 does not create any private right of action on the part of any third party or any reasonable expectation that the Services will not contain any content that is prohibited by such rules.

## 9. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Girls Lobby and its affiliates and subsidiaries, and each of their respective officers, directors, agents, partners and employees (individually and collectively, the "**Girls Lobby Parties**") from and against any losses, liabilities, claims, demands, damages, expenses or costs ("**Claims**") arising out of or related to (a) your access to or use of the Services; (b) your Feedback; (c) your violation of these Terms; (d) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); or (e) your conduct in connection with the Services. You agree to promptly notify Girls Lobby Parties of any third-party Claims, cooperate with Girls Lobby Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees). You also agree that Girls Lobby Parties will have control of the defense or settlement, at Girls Lobby's sole option, of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Girls Lobby or the other Girls Lobby Parties.

## 10. Disclaimers

**Your use of our Services is at your sole risk. Except as otherwise provided in a writing by us, our Services and any content therein are provided "as is" and "as available" without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, Girls Lobby does not represent or warrant that our Services are accurate, complete, reliable, current or error-free. While Girls Lobby attempts to make your use of our Services and any content therein safe, we cannot and do not represent or warrant that our Services or servers are free of viruses or other harmful components. You assume the entire risk as to the quality and performance of the Services.**

## 11. Limitation of Liability

**(a) To the fullest extent permitted by applicable law, Girls Lobby and the other Girls Lobby Parties will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, punitive, or special damages or lost profits, even if Girls Lobby or the other Foundation Parties have been advised of the possibility of such damages.**

**(b) In no event shall the total liability of Girls Lobby and the other Foundation Parties for any claim arising out of or relating to these Terms or our Services, regardless of the form of the action, exceed the greater of \$25 or the total amount paid by you to Girls Lobby, if any, for accessing and using the Services.**

**(c) The limitations set forth in this Section 10 will not limit or exclude liability for the gross negligence, fraud or intentional misconduct of Girls Lobby or the other or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.**

## **12. Release**

To the fullest extent permitted by applicable law, you release Girls Lobby and the other Foundation Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to acts or omissions of third parties or disputes between users. If you are a consumer who resides in California, you hereby waive your rights under California Civil Code § 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

## **13. Transfer and Processing Data**

In order for us to provide our Services, you agree that we may process, transfer and store information about you in the United States and other countries, where you may not have the same rights and protections as you do under local law.

## **14. Governing Law and Venue**

Any dispute arising from these Terms and your use of the Services will be governed by and construed and enforced in accordance with the laws of Utah, except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of Washington or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts of Utah and the United States, respectively, sitting in Salt Lake County, Utah.

## **15. Modifying and Terminating our Services**

We reserve the right to modify our Services or to suspend or stop providing all or portions of our Services at any time. You also have the right to stop using our Services at any time. We are not responsible for any loss or harm related to your inability to access or use our Services.

## 16. Severability

If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

## 17. Miscellaneous

The failure of Girls Lobby to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree that communications and transactions between us may be conducted electronically.

## 18. Questions

If you have any questions about these Terms or our Services, please contact us at **girlslobbyorg@gmail.com**.