

## **TERMS OF SERVICE**

Effective Date: **March 30<sup>th</sup>, 2017**

The following terms and conditions (“Terms of Service”) govern your access to, and use of sheshouldrun.org (the “Service”) operated by She Should Run (“SSR”).

By clicking on “I Agree” or by opening, accessing, browsing, or otherwise using the Service, you agree to be bound by these terms of service and all of the related policies or guidelines incorporated by reference below, including any subsequent changes or modifications to any of them. If you do not agree, do not open, access, browse, or otherwise continue to use the Service.

PLEASE READ THESE TERMS OF SERVICE VERY CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, LIABILITIES, AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW AND WHERE DISPUTES WILL BE RESOLVED.

### **Other Applicable Terms**

You agree that the following policies and guidelines also apply to you and that each policy and guideline is incorporated in these Terms of Service.

Privacy Policy. Refer to our Privacy Policy to understand how we collect, use, and disclose your personal information. The Service is not directed to, and not intended for the use of, children under the age of 18. If you are under the age of 18, please do not register or submit any personal information to the Service. The Privacy Policy is located here [www.sheshouldrun.org/privacypolicy](http://www.sheshouldrun.org/privacypolicy) and is part of and hereby incorporated in, these Terms of Service.

### **Eligibility**

Use of the Service is void where prohibited. By using the Service, you represent to us that (a) any registration information that you submit is truthful, accurate, and otherwise owned by (or licensed to) you; (b) your use of the Service does not violate any applicable law or regulation; and (c) you are not under 18 years of age.

THE SERVICE IS NOT DIRECTED TO, AND NOT INTENDED FOR THE USE OF, CHILDREN UNDER THE AGE OF 18. IF YOU ARE UNDER THE AGE OF 18, DO NOT REGISTER OR SUBMIT ANY PERSONAL INFORMATION TO THE SERVICE.

### **Copyright and Limited License**

Except for user submissions (if any), all other copyrighted and copyrightable materials that are on the Service, including but not limited to the text, design, product information,

graphics, images, pictures, sound and other files, and the selection, compilation and arrangement thereof (collectively, “Materials”) are “Copyright © SHE SHOULD RUN 2017, ALL RIGHTS RESERVED”, and/or its licensors.

We grant you a limited license to make personal use of the Service to access and review the Materials for your information purposes only. This license does not include the right to: (a) use the Service or Materials other than for its intended purpose, including but not limited to any marketing, selling, or other commercial uses; (b) use framing or similar techniques to enclose any portion of the Service or Materials, including any images found on the Service or any text or the layout or design of any page or form contained on a page; (c) publish, publicly perform or display, or distribute to any third party any Materials or portion of the Service, including reproduction or hosting the Materials on any computer network or broadcast or publications media; (d) make derivative uses of the Service or the Materials; or (e) any systematic collection or extraction of Service data or Materials through the use of any data mining, scraping, robots or similar data gathering or extraction methods.

You are not conveyed any other right or license, by implication, estoppel or otherwise, in or under any of our patents, trademarks, copyrights, or proprietary rights or those of any third party. Any unauthorized use of the Service will terminate the permission or license granted by us to you under these Terms of Service and may violate applicable law, including but not limited to copyright laws, trademark laws (including trade dress), and communications regulations and statutes.

### **Your Liability**

You are solely responsible for your activities on the Service, including all content that you submit or a third party submits on your behalf or using your account. You agree to indemnify us and our shareholders, directors, officers, employees, agents, successors and assigns against any and all third party claims, actions, demands, suits and all related losses, liabilities, damages, penalties, costs and expenses (including, but not limited to, reasonable attorneys’ fees) incurred by an indemnified party arising out of or related to: (a) any violation of law or regulation from your use of the Service, (b) any actual or alleged breach by you of any obligations, representations, warranties under these Terms of Service; and (c) any actual or alleged infringement or misappropriation of the intellectual property rights of any third party by any user submission that you submit or a third party submits on your behalf or using your account.

### **Trademarks and Service Marks**

She Should Run, [sheshouldrun.org](http://sheshouldrun.org), and any related logos and names are trademarks, service marks, or registered trademarks owned by us or our suppliers and licensors, and may not be copied, used or imitated, in whole or in part, without express prior written permission for us or our suppliers or licensors. You may not use meta tags or any other “hidden text” using any of the above-referenced marks without our express prior written permission. Additionally, all screen views, page headers, graphics, icons, and other

presentation aspects of the Service are service marks, trademarks, and/or trade dress of ours, and they may not be copied, imitated, or used, in whole or in part, without our express prior written permission. All other names or logos mentioned on the Service, or any other trademarks, registered or otherwise, 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 thereof by us.

### **Links and Third Party Content**

We or third parties may provide links on the Service to other apps, sites, or content. We have no control over such apps, sites, or content, and therefore makes no claim or representation regarding, and expressly disclaims responsibility for, the quality, content, nature or reliability of apps, sites, or content linked to by the Service. We provide links to you only as a convenience, and the inclusion of any link on the Service does not imply our affiliation, endorsement, or adoption of the linked apps, site, or any information therein.

### **No Warranties**

THE SERVICE AND THE MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. YOU EXPRESSLY AGREE THAT USE OF THE SITE, INCLUDING ALL CONTENT OR DATA DISTRIBUTED BY OR DOWNLOADED OR ACCESSED FROM OR THROUGH THE SERVICE, IS AT YOUR SOLE RISK. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE INFORMATION, MATERIALS, AND CONTENT ON THE SERVICE. WE DO NOT REPRESENT OR WARRANT THAT MATERIALS IN THE SERVICE ARE ACCURATE, COMPLETE, CURRENT, RELIABLE OR ERROR-FREE.

We are not responsible for typographical errors or omissions relating to pricing, text, photography, videos, or other information on the Service. We cannot and do not represent or warrant that the Service or its server(s) are free of viruses or other harmful components, including content that is posted by third parties. You should use industry-recognized software to detect and disinfect viruses from any information received from the Service.

### **Limited Liability**

You agree that in no event shall we be liable for any damages, including but not limited to any indirect, special, incidental, consequential, or punitive damages and including but not limited to any loss of use, loss of profits, or loss of data, in any action, including in any action in contract, tort (including but not limited to negligence), equity or otherwise,

arising out of or in any way connected with the use of or inability to use the Service or the materials therein or resulting from unauthorized access to or alteration of data.

IF YOU ARE DISSATISFIED WITH THE SERVICES, YOUR EXCLUSIVE REMEDY SHALL BE TO CEASE USING THE SERVICES. YOU ACKNOWLEDGE THAT THIS IS A REASONABLE ALLOCATION OF RISK FOR YOUR USE OF THE SERVICES.

Some U.S. states and foreign countries do not permit the exclusion or limitation of implied warranties or liability for certain categories of damages. Therefore, some or all of the limitations above may not apply to you to the extent they are prohibited or superseded by state or national provisions. We make no representation of any kind with respect to the applicability and enforceability of laws or policies of countries other than the United States over the Service provisions of these Terms of Service.

### **Applicable Law and Venue**

This Terms of Service and any transactions on this Service and the Privacy Policy shall be governed by and construed in accordance with the laws of the District of Columbia, without resort to its conflict of law provisions. Except as provided for in the "Dispute Resolution" section seen below, You agree that any action arising out of or relating to these Terms of Service shall be only in state or federal court located in Washington, DC and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any action arising out of or relating to these Terms of Service.

### **Dispute Resolution and Arbitration**

You agree to first try to resolve any dispute informally by contacting us at [info@sheshouldrun.org](mailto:info@sheshouldrun.org). We will respond to you by email and attempt to resolve disputes you submit to us. If a dispute you present to us is not resolved within 30 days of the first email submission regarding the dispute, formal proceedings may be initiated according to the following terms.

The parties agree to resolve any claims relating to or arising out of use of the Service, these Terms of Service, the Privacy Policy, and any other agreement related to the Service through final and binding arbitration, except as provided below. The American Arbitration Association ("AAA") will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in Washington, DC or any other location the parties may agree to. The AAA rules will govern payment of all arbitration fees. We will be responsible for arbitration fees for claims less than \$75,000. If you receive an arbitration award that is more favorable than any offer we make to resolve the claim, we will pay you \$1,000 in addition to the award. We will not seek our attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous. Either party may assert claims, if they qualify, in small claims court in Washington, DC. Either party may

bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above. You can decline this agreement to arbitrate by clicking here [\[add link\]](#) and submitting the opt-out form within 30 days of first accepting these Terms of Service. You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed. In the event that the agreement to arbitrate is found not to apply to you or your claim, the parties agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of Washington, DC. The parties agree and consent to venue and personal jurisdiction there as noted in the "Applicable Law and Venue" provision of these Terms of Service, seen immediately above.

### **Digital Millennium Copyright Act**

Without limiting the foregoing, and in accordance with the Digital Millennium Copyright Act (DMCA), it is our policy to terminate, in appropriate circumstances as determined in our sole discretion, subscribers or account holders who we determine are repeat infringers. If you believe your copyright has been violated by material uploaded by a user of the Service, please email us at [dmca@sheshouldrun.org](mailto:dmca@sheshouldrun.org).

If you are a copyright owner or authorized agent and believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, or if you believe that your rights have otherwise been violated by the Service, you may submit a notification pursuant to the DMCA by providing our Copyright Agent with the following information in writing (*see* 17 U.S.C 512(c)(3) for further detail):

- (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest or the person whose rights have been violated;
- (ii) a description of the copyrighted work that you claim has been infringed or the particular rights violated;
- (iii) if applicable, a description of where the material that you claim is infringing is located on the Service;
- (iv) your address, telephone number, and email address;
- (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law or with regard to the rights violated; and
- (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate.

Our designated Copyright Agent to receive notifications of claimed infringement can be contacted at [dmca@sheshouldrun.org](mailto:dmca@sheshouldrun.org) or by mail at

Linden Research, Inc.

Attn: Designated Copyright Agent

945 Battery Street  
San Francisco, CA 94111

### **Changes to Terms of Service**

We reserve the right to change or modify any of the terms and conditions contained in these Terms of Service, or any policy or guideline, at any time and in its sole discretion. If we decide to change this Terms of Service, it will post a new version on the Service and update the effective date set forth above. Any changes or modifications to this Terms of Service or policy will be effective upon posting of the revisions. Your continued use of the Service following posting of any changes or modifications constitutes your acceptance of such changes or modifications. You should frequently review this Terms of Service and any other applicable policies, including their dates, to understand the terms and conditions that apply.

### **General Terms**

We reserve the right, without notice and in our sole discretion, to terminate your account and your limited license to the Service and to block or prevent future access to and use of the Service for any reason in our sole discretion.

If any provision of this Terms of Service shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Terms of Service and shall not affect the validity and enforceability of any remaining provisions.

### **Notice for California Residents**

Under California Civil Code Section 1789.3, California Service users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N-112, Sacramento, California 95834, or by telephone at (800) 952-5210.