

Terms of Use

THIS DOCUMENT SETS FORTH THE TERMS OF USE (“TERMS OF USE”) FOR HUMANITYTELEVISION.ORG, A HUMANITY TV, INC. 501(C)3 CORPORATION (“HUMANITYTELEVISION”) WEBSITE WWW.HUMANITYTELEVISION.ORG (“SITE”) AND THE INFORMATION, SERVICES AND/OR PRODUCTS THAT MAY BE MADE AVAILABLE TO YOU THROUGH THE SITE. PLEASE READ THESE TERMS OF USE CAREFULLY. BY USING THE SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE, INCLUDING THE BINDING ARBITRATION PROVISIONS IN SECTION 14, AND THAT YOU ARE A LEGAL ADULT AGE 18 OR OLDER. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE THE SITE IN ANY MANNER.

1. Description of Site: Changes to Terms of Use. “Site” encompasses this website, including all of its content and policies, any modifications, updates, enhancements, revisions, new features and/or the addition of any new web properties. Humanitytelevision reserves the right to change these Terms of Use at any time at Humanitytelevision’s sole discretion. All Terms of Use changes will be posted on the Site and are effective immediately. Consequently, Humanitytelevision recommends that you visit and review these Terms of Use frequently.

2. Site Ownership. The Site, including all text, logos or graphic images appearing therein, is protected by copyright, trademark, patent, trade secret and other laws. The Site and all Site content is the property of Humanitytelevision and/or its affiliates, and/or third party licensors and all right, title and interest in the Site shall remain with such entities. Except as specifically stated on the Site, you may not download and/or save a copy of any of the Site screens or materials for any provided; provided, however, you may print a copy of the information on the Site for your personal records. Nothing in these Terms of Use transfers any rights to you or any third party except as expressly set forth herein. If you make other use of the Site, except as otherwise provided above, you may violate copyright and other laws of the United States and other countries, as well as applicable state laws, and you may be subject to penalties and/or damages.

3. Hyperlinks.

3.1. Not Endorsements. The Site may contain links to non-Humanitytelevision websites. A link from the Site to a non-Humanitytelevision website does not mean that Humanitytelevision endorses or accepts any responsibility for the content, functioning, policies or use of such website, and you enter any such website at your own risk. It is your responsibility to take precautions to ensure that whatever websites or other online materials that you select for use are free of viruses and other items of a destructive nature. Humanitytelevision expressly disclaims any liability related to such sites.

3.2. Unauthorized Links. Humanitytelevision prohibits unauthorized hypertext links to the Site or the framing of any content available through the Site. Humanitytelevision reserves the right to disable any unauthorized links or frames.

4. Site Use: Restrictions.

4.1. Site Use. The Site is for your non-profit, training, research, educational and non-commercial use only. Except as specifically provided otherwise on the Site, Humanitytelevision grants you a limited, revocable, non-exclusive license (“**License**”) without charge to link to, create derivative works of, publish, distribute, disseminate, transfer, modify, copy, edit and/or digitize (collectively, “**Use**”) the Site or any portion thereof consistent with such use subject to the terms and conditions of these Terms of Use.

4.2. Credit. As a condition of receiving the License, you shall (i) reproduce any copyright notice (“**Notice**”) provided with Site materials without alteration of any kind to such notice when making Use of such Site materials; and (ii) include the following notice when making Use of the Site or any portion thereof: “The source of this material is the Humanitytelevision.org, a Humanity TV, Inc. 501(c)3 corporation (Humanitytelevision).@ 2014 Humanitytelevision. All rights reserved. Use of this material without the express permission of Humanitytelevision is prohibited.”

4.3. Site Restrictions. You will not (i) use the Site for any direct or indirect commercial purpose or advantage; (ii) post on or transmit to the Site any defamatory, libelous, obscene, pornographic, profane, threatening, harassing, infringing or unlawful materials or any materials that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, whether under statute, common law or equitable principles, or otherwise violate any law; (iii) modify, perform, mirror, publish, create derivative works from, transfer, sell, lease, rent, sublicense, loan, share, give away or donate any information obtained from the Site or portions thereof except as specifically provided herein; (iv) use the Site in a manner that impedes, interferes with, impairs, or otherwise causes harm to the Site, Humanitytelevision, or others, including without limitation spamming, distributing computer viruses, attempting to defeat system security, modifying and/or removing data on the Site, or accessing and/or using the Site in an unauthorized fashion; (v) use the Site in a manner inconsistent with Humanitytelevision’s non-profit, tax-exempt status; (vi) use the Site for lobbying purposes, or in a manner that states or implies Humanitytelevision’s endorsement or promotion of any goods, services, or positions without the specific written authorization of Humanitytelevision; (vii) delete or alter in any manner any copyright notice provided with Site materials; (viii) when providing any information to Humanitytelevision, including without limitation through the Site, provide incorrect or incomplete information, or fail to update any previously provided information when such information becomes outdated, obsolete or otherwise incorrect; or (ix) use the Site in any manner that violates any applicable federal, state, local, and/or international laws, regulations, orders, or other restrictions or that might expose Humanitytelevision to such liability.

5. Privacy. Please see Humanitytelevision’s Privacy Policy (<https://humanitytelevision.org/privacy/privacy.html>). By using the Site, you consent to Humanitytelevision’s use and disclosure of information about you in accordance with the Privacy Policy, which is a part of these Terms of Use, without any further notice or any liability to you or any other person.

6. Monitoring: Support.

6.1. Use Monitoring. Humanitytelevision is not obligated to monitor you or any other user's use of the Site; such responsibility rests solely with you. Humanitytelevision reserves the right to monitor your use of the Site and to restrict or terminate your use of the Site or modify or remove any information found on the Site for any reason or no reason in Humanitytelevision's sole judgment.

6.2. Support. Humanitytelevision is not obligated to provide, and shall not provide, any support, consulting, training or assistance (collectively, "**Support**") of any kind to you, including without limitation Support relating to use, operation and/or performance of the Site.

7. Termination; Violation of Terms of Use. Humanitytelevision reserves the right to terminate at any time, at its sole discretion, the Site, your use of the Site, and/or your use of Humanitytelevision's services, including without limitation for violation of these Terms of Use. Additionally, Humanitytelevision reserves the right to seek all remedies available for violation of these Terms of Use, including the right to block access from a particular Internet address to the Site.

8. Password. In using the Site, you may be assigned a password. You are responsible for maintaining the security of any such password. Humanitytelevision is not liable for any loss that you may suffer through the use of your password by others. You shall notify Humanitytelevision immediately of any unauthorized use of your account or of any other breach of security known to you with respect to the Site.

9. Humanitytelevision Holds a License in User Materials. To the extent permitted by applicable law, by sending any comments or materials (collectively, "**User Materials**") to Humanitytelevision, including without limitation questions, submissions, suggestions, ideas, postings, comments or the like, or posting User Materials to the Site, you grant Humanitytelevision a perpetual, non-revocable, transferable, unrestricted, non-exclusive, absolute, royalty-free, worldwide license to use such User Materials for any purpose in any format or media now or hereafter known. Humanitytelevision shall have no obligation of any kind with respect to such User Materials and shall be free to modify, copy, perform, publish, transmit, reproduce, use, exhibit, disclose, display, transform, create derivative works, distribute the User Materials to others and otherwise exploit the User Materials without limitation, in whole or in part, alone or in conjunction with other materials, as well as the right to attempt to do so or permit others to do so. Further, Humanitytelevision shall be free to use any ideas, concepts, know-how or techniques contained in such User Materials for any purpose whatsoever, including but not limited to conducting research incorporating any User Materials.

10. Notices and Procedure for Making Claims of Copyright Infringement. Humanitytelevision will investigate notices of copyright infringement and take appropriate actions under the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(2) ("**DMCA**"). Written notification of claimed copyright infringement should be

submitted to Humanitytelevision's designated agent using the following contact information.

Steven Friedman, Copyright Agent

Humanitytelevision

P.O. Box 625

Gaithersburg, MD 20884

301-294-2211

Email: privacy@humanitytelevision.org

11. Representation and Warranty Disclaimer. THE SITE AND ALL CONTENT ON THE SITE, INCLUDING TEXT, IMAGES, AND LINKS, AND THE INFORMATION ON ANY WEBSITES, WHETHER AFFILIATED OR UNAFFILIATED WITH HUMANITYTELEVISION, WHICH YOU MAY VISIT THROUGH THE SITE, IS PROVIDED "AS IS" AS A CONVENIENCE TO ALL USERS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND TO YOU OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES (I) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (II) OF INFORMATIONAL CONTENT OR ACCURACY; (III) OF NON-INFRINGEMENT; (IV) OF QUIET ENJOYMENT; (V) OF TITLE; (VI) THAT THE SITE WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION; (VII) THAT ANY DEFECTS OR ERRORS IN THE SITE WILL BE CORRECTED; (VIII) THAT THE SITE IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE PLATFORM; OR (IX) THAT ALL SERVICES OFFERED BY HUMANITYTELEVISION WILL BE AVAILABLE IN ALL MARKETS. EFFORTS BY HUMANITYTELEVISION TO MODIFY THE SITE SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS, IN THE EVENT YOUR JURISDICTION DOES NOT ALLOW OR LIMIT'S THE EXCLUSION OF WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

12. Limitation of Liability. HUMANITYTELEVISION, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES, CONTENT AND SERVICE PROVIDERS, AND PARTNERS (COLLECTIVELY, WITH HUMANITYTELEVISION, "**HUMANITYTELEVISION ENTITIES**"), SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY (I) LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, WHETHER UNDER THESE TERMS OF USE, AS A RESULT OF THE USE OF THE SITE AND/OR THE CONTENT, SERVICES AND/OR PRODUCTS THAT MAY BE PROVIDED TO YOU BY THE HUMANITYTELEVISION ENTITIES IN CONNECTION WITH THE SITE, UNDER STATUTE, REGULATION, COMMON LAW PRECEDENT OR DOCTRINE, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY SUCH LOSSES ARISING OUT OF A THIRD PARTY'S

UNAUTHORIZED ACCESS TO YOUR PERSONAL INFORMATION, EVEN IF THE HUMANITYTELEVISION ENTITIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND/OR WERE NEGLIGENT; OR (II) ACTIONS, DAMAGES, CLAIMS, LIABILITIES, COSTS, EXPENSES OR LOSSES IN ANY WAY ARISING OUT OF OR RELATED TO THE SITE, YOUR USE OF THE SITE AND/OR THE INFORMATION, SERVICES AND/OR PRODUCTS THAT MAY BE PROVIDED TO YOU BY THE HUMANITYTELEVISION ENTITIES IN CONNECTION WITH THE SITE FOR AN AGGREGATE AMOUNT IN EXCESS OF THE VALUE OF THE SERVICES AND/OR PRODUCTS SERVICES PROVIDED TO YOU BY THE HUMANITYTELEVISION ENTITIES, THE PROVISIONS OF THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE, IN JURISDICTIONS THAT PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY, LIABILITY HEREUNDER IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

13. Indemnification. To the extent permitted by applicable law, you will indemnify, defend and hold harmless the Humanitytelevision Entities from and against (and will pay upon demand each such person the amount of) any and all claims, losses, liabilities, suits, damages and disputes, including attorney's fees, made, suffered or incurred by any third party that arises from, relates to or is caused by any breach by you of any covenant, representation or warranty contained in these Terms of Use and/or your use of the Site. In connection with any suit, action or proceeding that may give rise to an obligation of you to indemnify a person as set forth above, the Humanitytelevision Entities shall have the exclusive right, at its option, to defend, compromise and/or settle the suit, action or proceeding, and you shall be bound by the determination of any suit, action or proceeding so defended or any compromise or settlement so effected. The remedies provided in this Section are not exclusive of and do not limit any other remedies that may be available to the Humanitytelevision Entities pursuant to this Section.

14. Dispute Resolution (Arbitration Clause).

14.1 Arbitration. You and Humanitytelevision each agree to submit to binding arbitration in the event of a dispute, controversy or claim (each, a **"Claim"**) arising out of or in connection with these Terms of Use, the Privacy Policy, your or Humanitytelevision's rights and obligations under these Terms of Use or the Privacy Policy, the Site, the use of the Site, and/or the information, services and/or products that may be provided by or through or in connection with the Site. The arbitration will be held in Maryland before one arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a dispute as a class action. You also expressly waive your right to a jury trial. You may select one of the following arbitration organizations and its applicable rules: the National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 (www.arb-forum.com), or JAMS, Two Embarcadero Center, Suite 1100, San Francisco, CA 94111 (www.jamsadr.com) If you fail to select an arbitration organization within 30 days after notice from Humanitytelevision, Humanitytelevision may select the organization. You may obtain a copy of the rules of each organization by contacting the organization. In the event that any Claim cannot be submitted to binding arbitration pursuant to the rules of any such

organization, such event shall not affect the enforceability of this clause so long as the Claim may be submitted to binding arbitration with one of the organizations. You and Humanitytelevision shall agree on one arbitrator to conduct the arbitration, and the arbitrator shall be selected pursuant to the applicable rules. Each party shall be responsible for its own attorney, expert and other fees, unless such fees are awarded by the arbitrator to the prevailing party. Notwithstanding anything to the contrary in this Section, to the extent you have in any manner violated or threatened to violate Humanitytelevision's intellectual property rights, Humanitytelevision may seek injunctive or other appropriate relief in any state or federal court in the state of Maryland, and you consent to exclusive jurisdiction and venue in such courts.

14.2. Arbitration Final. The arbitrator's award is final and binding on all parties. The Federal Arbitration Act (9 U.S.C. § 1 et seq.), and not any state law concerning arbitration, governs all arbitration under this clause. Any court having jurisdiction may enter judgment on the arbitrator's award. If any part of this clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. Notwithstanding anything to the contrary contained herein, if the waiver of class action rights contained herein is not enforceable as to any person or persons, the provisions of Section 16 of these Terms of Use shall apply to such person or persons only, and all other persons shall continue to be governed by the Arbitration Clause.

14.3. No Class Action. These Terms of Use provide that all Claims will be resolved by binding arbitration and not in court or by jury trial. IF A CLAIM IS ARBITRATED, YOU GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST Humanitytelevision INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS, WITHOUT LIMITATION; THIS INCLUDES GIVING UP YOUR RIGHTS TO BRING OR PARTICIPATE IN A CLASS ACTION AS SET FORTH IN ANY STATE STATUTE.

15. Waiver. If you are a California resident, to the extent permitted by California law, you waive California Civil Code Section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor" as well as any other unknown claims under California Civil Code Section 1542 or any statute or common law principle of similar effect.

16. Jurisdiction and Venue. TO THE EXTENT A CLAIM IS NOT GOVERNED BY THE ARBITRATION CLAUSE, EXCLUSIVE JURISDICTION FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE, THE PRIVACY POLICY, YOUR OR HUMANITYTELEVISION'S RIGHTS AND OBLIGATIONS UNDER THESE TERMS OF USE OR THE PRIVACY POLICY, YOUR OR HUMANITYTELEVISION'S RIGHTS AND OBLIGATIONS UNDER THESE TERMS OF USE OR THE PRIVACY POLICY, THE SITE, THE USE OF THE SITE, AND/OR THE SERVICES AND/OR PRODUCTS THAT MAY BE PROVIDED BY OR THROUGH OR IN CONNECTION WITH THE SITE, SHALL BE THE

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND - NORTHERN DIVISION, LOCATED IN BALTIMORE CITY, MARYLAND, OR, IF FEDERAL JURISDICTION IS NOT AVAILABLE, IN THE APPROPRIATE COURT OF THE STATE OF MARYLAND THAT IS LOCATED IN BALTIMORE CITY, MARYLAND; PROVIDED, HOWEVER, THAT IN THE EVENT HUMANITYTELEVISION IS SUED OR JOINED BY A THIRD PARTY IN ANY OTHER COURT OR IN ANY OTHER FORUM IN RESPECT OF ANY MATTER WHICH MAY GIVE RISE TO A CLAIM BY HUMANITYTELEVISION HEREUNDER, YOU CONSENT TO THE JURISDICTION OF SUCH COURT OR FORUM OVER ANY CLAIM WHICH MAY BE ASSERTED BY HUMANITYTELEVISION THEREIN. YOU “IRREVOCABLY CONSENT TO THE EXERCISE OF PERSONAL JURISDICTION BY SUCH COURTS IN ANY SUCH ACTION. In addition, and notwithstanding the foregoing, YOU irrevocably waive, to the fullest extent permitted by law, any objection that YOU may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon YOU and may be enforced in any court in which YOU ARE subject to jurisdiction by a suit upon such judgment.

17. Waiver of Trial By Jury. TO THE EXTENT A CLAIM IS NOT GOVERNED BY THE ARBITRATION CLAUSE, HUMANITYTELEVISION AND YOU EACH hereby waive the right to a trial by jury in any court and in any suit, action or proceeding, whether in tort, contract or otherwise, in which ANY SUCH PARTY is a party, as to ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE, THE PRIVACY POLICY, YOUR OR HUMANITYTELEVISION’S RIGHTS AND OBLIGATIONS UNDER THESE TERMS OF USE OR THE PRIVACY POLICY, THE SITE, THE USE OF THE SITE, AND/OR THE SERVICES AND/OR PRODUCTS THAT MAY BE PROVIDED BY OR THROUGH OR IN CONNECTION WITH THE SITE.

18. Viewing Outside the United States. Humanitytelevision makes no claims that the Site may be lawfully viewed, accessed or used outside the United States. Access or use of the Site may not be legal by certain persons or in certain countries. If you access or use the Site from outside of the United States, you do so at your own risk, and you are responsible for compliance with the laws of your jurisdiction.

19. Volunteer Travel Expenses are Tax Deductible. The expenses for all U.S. taxpayers related to your work with Humanitytelevision are tax deductible (including travel, insurance and other incidentals). The IRS allows deductions when “there is no significant element of personal pleasure, recreation, or vacation.” If you have any questions, seek counsel from a professional tax adviser.

20. Miscellaneous.

20.1 Severability. Except as otherwise expressly provided by these Terms of Use, if any provision of these Terms of Use shall be held to be invalid or unenforceable for any

reason, the remaining provisions shall continue to be valid and enforceable. If any provision of these Terms of Use is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

20.2. Waiver of Contractual Right. The failure of Humanitytelevision to enforce any provision of these Terms of Use shall not be construed as a waiver or limitation of Humanitytelevision's right to subsequently enforce and compel strict compliance with that provision or any other provision of these Terms of Use.

20.3. Parties in Interest. These Terms of Use shall be binding upon, inure to the benefit of, and be enforceable by the parties to these Terms of Use and their respective successors, heirs, legatees, personal representatives and permitted assigns. No assignment, delegation or other conveyance of these Terms of Use or of any rights or obligations hereunder may be made by you (by operation of law or otherwise) without the prior written consent of Humanitytelevision. Humanitytelevision may assign its rights and obligations under these Terms of Use to any other party.

20.4. Headings. The headings and other captions in these Terms of Use are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of these Terms of Uses. Common nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the context may require.

20.5. Entire Agreement. These Terms of Use constitute the entire agreement between you and Humanitytelevision and they supersede all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between you and Humanitytelevision with respect to the Site, the use of the Site and/or the services and/or products that may be provided by or through or in connection with the Site.

20.6. Printed Terms of Use Admissible. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

20.7. Governing Law. These Terms of Use shall be governed by and construed in accordance with the laws of the State of Maryland, excluding any law or conflicts of law principle that would apply the law of another jurisdiction. NOTWITHSTANDING THE FOREGOING, THE PARTIES EXPRESSLY OPT OUT OF THE MARYLAND UNIFORM COMPUTER TRANSACTIONS ACT ("MUCITA") AS PERMITTED BY SECTION 22-104 OF MUCITA.

21. Humanitytelevision Contact Information. If you have any questions or comments regarding these Terms of Use or the Site, please email privacy@humanitytelevision.org.