

Terms of Use Policy

Wecarearts.org Terms of Use

Effective as of April 1, 2018.

These terms of use (“Terms of Use”) describe the terms on which wecarearts.org (“We Care Arts,” “we,” or “us”) provides the We Care Arts website located at <http://wecarearts.org/>.

1. Introduction

By using the Service, you accept the Wecarearts.org Terms of Use and the following terms, conditions, and policies, including any future amendments thereto (collectively, the “Agreement”):

Privacy Policy

DMCA/Copyright Policy

Changes and Modifications. We Care Arts reserves the right, at its sole discretion, to change, modify, add, or remove portions of this Agreement at any time. Such changes will become effective thirty (30) days after they have been posted to the Wecarearts.org website or We Care Arts has otherwise notified you of the change. Though We Care Arts may attempt to notify you when major changes are made to this Agreement, you should periodically review the most recent version of these Terms of Use – which is always available from a link on our homepage. Your continued use of the Service following the posting of changes will mean that you accept and agree to the changes. As long as you comply with this Agreement, We Care Arts grants you a limited, revocable, non-exclusive, non-assignable, non-sublicenseable right to access and use the Service as it is intended to be used and in accordance with this Agreement and applicable law. We grant you no other rights, implied or otherwise.

Links To Other Sites. The Service may contain links to other independent third-party websites (“Linked Sites”). Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under We Care Arts’s control, and We Care Arts is not responsible for and does not necessarily endorse the content or practices of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with Linked Sites.

2. Description Of Service

General Description. The We Care Arts Service is a community platform for individuals interested in building a more family-friendly America. From emailing letters to leaders and meeting in-person, to reading about the issues and watching videos, to sharing stories and making phone calls, along with many other ways of influencing the debate on issues that matter the most to them, the We Care Arts Service gives users many avenues to take action, learn, and have their voices heard.

Adults Only. The We Care Arts Service is intended for adults only. You must be 18 years of age or older or, if the age of majority in your state is greater than 18 years, you must have attained the age of

majority in your state, to use the Service or engage in any of the programs or campaigns we offer. In accordance with Federal Children’s Online Privacy Protection Act of 1998 (“COPPA”), We Care Arts will never knowingly solicit nor will it accept personally identifiable information from users known to be under thirteen (13) years of age. Please see our privacy policy for additional information or for how to notify us of any concerns in this regard.

3. Conditions Of Use And User Conduct

As a condition of use, you agree to the following:

- You acknowledge that the Service is for personal use only. You agree that you will not use the Service for any commercial purpose.
- You must not use the Service to harass, threaten, impersonate, or intimidate anyone.
- You must not upload, post, email, transmit, or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically, or otherwise objectionable.
- You must not upload, post, email, transmit, or otherwise make available any content that is in violation of copyright or trademark law – or any other law protecting intellectual property in any jurisdiction – or that violates an individual’s publicity or privacy rights.
- You must not upload, post, email, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” “affiliate links,” or any other form of solicitation.
- You must not transmit any worms or viruses or any code of a destructive nature.
- You must not violate any local laws in your jurisdiction (including but not limited to intellectual property laws).
- You must not use the Service for any illegal or unauthorized purpose. If you are an international user, you agree to comply with all local laws regarding online conduct and acceptable content.

4. User Generated Content

The Service allow you to upload, transmit, publish, disseminate, and/or otherwise make available text, photographs, videos, and other multimedia content (“User Content”) for the purposes of sharing such content through the Service (and through third-party sites such as Facebook, YouTube, and Blogger). User Content includes, but is not limited to, content you provide to us through the Service via link (for example, a YouTube embedded link you provide to us through the Service).

When you make copyrightable User Content available on or through the Service, you retain ownership of any copyright you claim to your User Content. You also represent and warrant that – with respect to all User Content that you upload, transmit, publish, disseminate, provide us with a link to through the

Service, and/or otherwise make available through the Service – (a) you have all the rights and licenses necessary to use, reproduce, publish, display publicly, perform publicly (including by means of digital audio transmission), distribute, and/or otherwise exploit such User Content in connection with the Service (and to grant to We Care Arts the licenses set forth in this Agreement), and (b) the User Content will not infringe or otherwise violate the rights of any third party including, but not limited to, the copyright, trademark, privacy, and/or publicity rights of any third party. If you provide We Care Arts with content via link (e.g., a video file), you grant We Care Arts permission to download the linked content for the purposes set forth herein.

By submitting User Content as set forth above, you hereby do and shall grant to We Care Arts (and its successors, assigns, partners, affiliates, and third party service providers) a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable, and transferable license to use, reproduce, modify, create derivative works from, distribute, publicly display, publicly perform (including by means of digital audio transmission), and otherwise exploit your User Content on and in connection with the Service and for any purpose and in any medium, by any means currently existing or yet to be devised. The forgoing includes, but is not limited to, any payments that may be made to We Care Arts owing to the traffic your User Content may generate to the We Care Arts’s website, third party websites where your User Content and/or We Care Arts-created derivative works based upon your User Content may reside, our social media or other third party presences, or the like. You also hereby do and shall grant to each user of the Service a non-exclusive license to access and view your User Content through the Service, and to use, reproduce, modify or create derivative works based thereon, distribute, publicly display, and publicly perform (including by means of digital audio transmission) such User Content as permitted through the functionality of the Service.

By using the Service, you acknowledge and agree that We Care Arts does not guarantee access to and hosting of User Content that is shared via the Service. For example, if User Content violates these Terms of Use, access to it may be disabled. Also, if a particular piece of content creates too large a demand on the Service, it may result in access to the content being temporarily or permanently disabled.

5. Copyright Policy Regarding Third Parties

If you believe that We Care Arts, or any user of the Service, has violated a copyright you claim in your work, please contact us pursuant to the Digital Millennium Copyright Act (“DMCA”) at wecarearts@wecarearts.org and review our copyright policy for more details on how to properly notify us of a DMCA issue.

6. Our Intellectual Property

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, content, and computer code (collectively, “We Care Arts Content”), including but not limited to the design, structure, selection, coordination, expression, “look and feel,” and arrangement of such We Care Arts Content, contained on the Service is owned, controlled, or licensed by or to We Care Arts, and is protected by trade dress, copyright, and trademark laws, and various other intellectual property rights.

Except as expressly provided in this Agreement or otherwise permitted by law, no We Care Arts Content may be used, copied, reproduced, modified, republished, uploaded, posted, publicly displayed, publicly performed (including by means of a digital audio transmission), encoded, translated, transmitted, or distributed in any way to any other computer, server, website, or any other medium for publication or distribution or for any commercial enterprise or purpose, without We Care Arts's express prior written consent.

7. Violation Of This Agreement - Termination

You agree that We Care Arts may, in its sole discretion and without prior notice, terminate your access to the Service and/or block your future access to the Service if we determine that you have violated this Agreement or other agreements or guidelines which may be associated with your use of the Service. Please note that, in accordance with the DMCA, it is We Care Arts's policy to block access to the Service by users who violate the copyrights of third parties.

If We Care Arts does take any legal action against you as a result of your violation of this Agreement, We Care Arts will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action – in addition to any other relief granted to We Care Arts. You agree that We Care Arts will not be liable to you or to any third party for termination of your access to the Service as a result of any violation of this Agreement or other agreements or guidelines which may be associated with your use of the Service.

8. Disclaimer Of Warranties

You expressly understand and agree that your use of the service is at your sole risk. the service is provided on an "as is" and "as available" basis. We Care Arts and its directors, officers, employees and licensors (if any) (the "We Care Arts affiliates") expressly disclaim all representations, warranties, and conditions of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, merchantable quality, fitness for a particular purpose, non-infringement, title, or any warranty or condition arising by usage of trade, course of dealing, or course of performance. We Care Arts and the We Care Arts affiliates make no warranty that (a) the service will meet your requirements; (b) the service will be uninterrupted, timely, secure, or error-free; (c) user content will be hosted and/or transmitted without interruption or cessation; (d) any products, sites, information, or other material, whether in tangible or intangible form, purchased or obtained by you through the service will meet your expectations or any standard of quality; and (e) any defects in the operation or functionality of the service will be corrected.

Any material, information, or data downloaded or otherwise obtained through the use of the service is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that result from the download of such material. no advice, representation, or information, whether oral or written, obtained by you from We Care Arts or through the service shall create any warranty not expressly stated in this agreement.

9. Limitation Of Liability

You expressly understand and agree that We Care Arts and the We Care Arts affiliates will not be liable to you for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages that may be incurred by you, however caused. This includes, but is not limited to, any loss of profits, goodwill or business reputation; any loss of data; any cost of procurement of substitute goods or service; or any other tangible or intangible losses. This also includes any loss or damages that may be incurred by you as a result of (a) any changes that We Care Arts may make to the service; (b) any permanent or temporary cessation of the service; or (c) the deletion or corruption of or failure to store any content or other property maintained through the service. The limitations and exclusions of liability above shall apply irrespective of the theory of liability, including contract (including fundamental breach), warranty, product liability, strict liability, tort (including negligence), or other theory, even if we (or our affiliates) have been advised of the possibility of such damages.

You specifically acknowledge that We Care Arts and the We Care Arts affiliates shall not be liable for user content or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

10. Exclusions And Limitations

Some jurisdictions do not permit the exclusion of certain warranties or conditions or the limitation or exclusion of liability for certain damages. Accordingly, only the limitations that are lawful in your jurisdiction will apply to you and, in such instances, the We Care Arts affiliates' liability will be limited only to the maximum extent permitted by law.

11. Indemnification

You will indemnify and hold We Care Arts and/or the We Care Arts Affiliates harmless from and against any and all liabilities and costs (including reasonable attorneys' fees) incurred by We Care Arts and/or the We Care Arts Affiliates in connection with any claim arising out of your breach of the Agreement. We Care Arts reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

12. General Terms

Entire Agreement. This Agreement is the whole legal agreement between you and We Care Arts. It governs your use of the Service and completely replaces any prior agreements between you and We Care Arts with respect to the Service.

Governing Law. You agree that all matters relating to your access to or use of the Service, including all disputes, will be governed by the laws of the United States and by the laws of the State of Ohio without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the State and Federal courts in Montgomery County, Ohio, and waive any objection to such jurisdiction or venue.

Dispute Resolution. In the event of any controversy or dispute between We Care Arts and you arising out of or in connection with your use of the Service, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time

(not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

Statute Of Limitations. You agree that regardless of any statute or law to the contrary, any claim under this Agreement must be brought within one (1) year after the cause of action arises, or such claim or cause of action is forever barred.

Severability of Terms; Non-waiver of Terms; Assignment. If any portion of the Agreement is held to be invalid or unenforceable, such provision shall be stricken and the remainder of the Agreement enforced as written. If We Care Arts does not exercise or enforce any legal right or remedy including those contained in the Agreement or arising under applicable law, this will not be taken to be a formal waiver of our rights. We Care Arts may assign or delegate all rights and obligations under the Agreement, fully or partially.

Notices. We Care Arts may provide you with notices, including those regarding changes to the Agreement, by email, regular mail, or through postings to the Service. We Care Arts's mailing address is 3035 Wilmington Pike, Kettering OH 45429. If you have general questions, comments, or concerns regarding these Terms of Use, please contact us in writing at wecarearts@wecarearts.org or at our mailing address noted above.

Third Party Beneficiaries. Each We Care Arts Affiliate is an intended third party beneficiary to this Agreement and shall be entitled to directly enforce and rely upon any provision of the Agreement that confers a benefit on them. Other than this, no other person shall be a third party beneficiary to the Agreement.