

## TERMS OF SERVICE

Last updated: 9.21.22

### 1. Introduction

Thank you for your interest in our content and programming designed to raise awareness of and end sex trafficking.

The Foundation United. (“**the Foundation**,” “**we**,” or “**our**”) owns and operates [www.thefoundationunited.org](http://www.thefoundationunited.org), and [www.thefoundationunited.com](http://www.thefoundationunited.com) and [realtalkcollective.com](http://realtalkcollective.com) (collectively, the “**Sites**,” and this/the “**Site**” when referring to a single Site or the current Site you are viewing). The Foundation offers this Site, including all information and content therewith (collectively, the “**Content**”) and related services (the “**Services**”) to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated or referenced herein (the “**Terms of Service**”) and your compliance with all applicable laws and regulations. For purposes of these Terms of Service, “**you**” may refer to you as an individual user or to you as a representative of your organization. To the extent that you may purchase access to the Site’s Content on behalf of an organization, “**you**” refers to your organization.

**The Content (including Trainings, defined below) available on our Site or otherwise provided through your use of the Services are presented *exclusively* for informational purposes. You should understand that the Foundation does not use the Site or Services to provide you with any medical advice, insurance advice, or legal advice. You should not rely on any statements made on this Site or in the Services as though it were medical, social services, or legal professional advice. The Content and Courses provided through this Site and through the Services is not a substitute for the advice of a trained health care, social services, or legal professional. If you have or suspect having any health or legal problems or conditions, you should consult a qualified health provider or legal professional. All Content, the Courses, and the Services are provided 'as is' and without warranty or representation.**

Please read these Terms of Service carefully before accessing or using this Site. Our Terms of Service, along with our [Privacy Policy](#), and any other policies referenced herein, governs the relationship between you and the Foundation. You accept these Terms of Service when you use this Site or interact with our Content, Courses and Services. If you do not agree to all the terms and conditions of these Terms of Service, then you may not use or access the Site (including the Content) and the Services or purchase or participate in any Content (defined below). If these Terms of Service are considered an offer, acceptance is expressly limited to these 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 this page. Any changes will be effective as of the date of posting. It is your responsibility to check this page periodically for changes.

US.352350496.01

## **2. Our Services**

We offer various sex trafficking and sexual exploitation education and related materials and support through our Services. As part of our Services, we create, produce, host and make available through the Site access to certain Content (e.g., educational videos, information and training resources) sometimes for a fee (each package of materials is a “**Training**”).

Access to the Services and the Trainings is limited to those users that have registered an account with us and provided a payment, or on whose behalf the cost for the Trainings was satisfied or waived (e.g., the training was purchased by an organization for use by employees or affiliated individuals), to receive such access. You understand that you may need to access our Site in order to view the Training materials, unless your particular Training is in person. We reserve the right to change the method in which you access the Trainings and associated Services at any time. From time to time, we may also offer access to Content or Trainings from affiliated third parties through our Site, or direct you to an affiliated third-party website to access Content and Trainings there.

THE CONTENT AND TRAININGS AVAILABLE TO YOU ON OUR SITE, IN PERSON, OR OTHERWISE PROVIDED THROUGH YOUR USE OF THE SERVICES IS PRESENTED EXCLUSIVELY FOR INFORMATIONAL PURPOSES. IF YOU HAVE OR SUSPECT HAVING ANY HEALTH CONDITIONS OR LEGAL QUESTIONS, YOU SHOULD CONSULT A QUALIFIED HEALTH PROVIDER OR LEGAL PROFESSIONAL.

FURTHER, THE FOUNDATION MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, SUITABILITY, RELIABILITY OR TIMELINESS OF THE CONTENT, TRAININGS, SITE, OR SERVICES.

## **3. Your Obligations; Your Representations and Warranties**

In addition to any other obligations set forth in these Terms of Service, you understand and agree that you are solely responsible for maintaining the security of your account. You are also solely and fully responsible for all activities that occur under your username and any other actions taken in connection with your account. You may never use another user’s account, and you may not provide another person with the username and password to access your account. You agree to immediately notify us in writing of any unauthorized use of this Site or any other breaches of security with respect to your account. You acknowledge and agree that we will not be liable for any acts or omissions by you, including any loss or damage of any kind incurred as a result of such acts or omissions. You shall submit only truthful, complete, and accurate information through the Site to us.

You are solely responsible for providing and maintaining at your own expense, appropriate technological capabilities to use the Site, and access the Content, Trainings, and Services, including but not limited to, a device with Internet access, if applicable. We reserve the right to modify the Services or change the access configuration, including any software, hardware, or

other requirements, if applicable, at any time and without prior notice.

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the Site and Services, or any Content (including the Trainings): (a) for any unlawful

US.352350496.01

purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses 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 Site or of any related website, other websites, or the Internet, or otherwise interfere with other users' access to the Site; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Site or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Site the Services and Content (including the Trainings) for violating any of the prohibited uses.

By submitting any Content via the Site (such Content shall be referred to as "**Your Content**"), you further represent and warrant that:

- You are the sole author and owner of the intellectual property and other rights thereto (or have the necessary licenses, rights, consents and permissions in Your Content to permit use of Your Content in the manner contemplated by these Terms of Service);
- Your Content does not infringe any copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy of any person or entity;
- All "moral rights" that you may have in Your Content have been voluntarily waived by you;
- Your Content is accurate;
- You are at least 13 years old and, if you are a minor, that you have obtained the consent of your parent or legal guardian to use the Site and their agreement to these Terms of Service; and
- Your Content does not violate these Terms of Service, the Privacy Policy or any applicable law, rules or regulations.

Except as otherwise provided in these Terms of Service, you understand and agree that Your Content will be treated as non-confidential and non-proprietary information.

#### **4. Payment**

You agree to provide current, complete and accurate purchase and account information for all

purchases made through the Site. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed. You will be responsible for any applicable sales, use, duty, customs or other governmental taxes, levies or fees due with respect to your purchase of the paid Services and Courses.

US.352350496.01

By agreeing to use the Site, you acknowledge and agree that you have the financial responsibility for all Services and Trainings provided to you.

## **5. Third Parties; Third-Party Links**

Third-party links on the Site may direct you to a third-party website that may or may not be affiliated with us (“**Third-Party Site**”). We are not responsible for examining or evaluating the content or accuracy of the information available on Third-Party Sites, and we do not warrant and will not have any liability or responsibility for any third-party materials or information contained on a Third-Party Site, or for any other materials, products, or services of third parties.

You understand and agree that we will not be 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. Please carefully review the third party’s policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns or questions regarding third-party products should be directed to the applicable third party.

## **6. Intellectual Property**

### **a. Ownership of the Trainings**

Following your purchase of or grant of access to a Training, and subject to these Terms of Service, we grant you, if applicable, a non-transferable, non-exclusive, revocable license to access and view your Training through the applicable Services on a streaming-only basis. Except for the foregoing license, no right, title or interest in the Trainings or applicable Services shall be transferred to you. The Trainings, including all worldwide intellectual property rights in the Trainings, are owned exclusively by us or licensed from a third party.

### **b. Ownership of this Site and its Content**

Subject to these Terms of Service, you are hereby granted a non-transferable, non exclusive, limited, revocable license to use the software and Services and access the Content provided to you through the Site, or Content provided in an offline environment. The Site and all Content are protected under applicable intellectual property and other laws, including without limitation the laws of the United States and other countries. All Content and intellectual property rights therein are the property of the Foundation United or one of its affiliates and is protected pursuant to applicable copyright and trademark laws. The license and terms set forth in this paragraph do not apply to your rights in the Trainings and their applicable Services. Your rights in the Trainings and applicable Services are set forth above in Section 6(a).

Except as otherwise provided herein, none of the Content and Trainings may be used, copied, reproduced, distributed, republished, downloaded, modified, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without our express prior written permission.

### **c. Trademarks**

US.352350496.01

The “The Foundation United” name and logo, all product and service names, all graphics, all button icons, and all trademarks, service marks and logos appearing within this Site or the Content, including on Trainings materials, unless otherwise noted, are trademarks (whether registered or not), service marks and/or trade dress of the Foundation United or one of its affiliates (the “Foundation Marks”). All other trademarks, product names, company names, logos, service marks and/or trade dress mentioned, displayed, cited or otherwise indicated within this Site are the property of their respective owners. You are not authorized to display or use the Foundation Marks in any manner without our prior written permission. You are not authorized to display or use trademarks, product names, company names, logos, service marks and/or trade dress of other owners featured within this Site without the prior written permission of such owners. The use or misuse of the Foundation Marks or other trademarks, product names, company names, logos, service marks and/or trade dress or any other materials contained herein, except as permitted herein, is expressly prohibited.

### **d. Feedback**

You understand and agree that any ideas, suggestions, knowhow, improvements, comments, or other feedback (collectively, “Feedback”) that you submit to us, whether by posting Your Content on our Site or through any other communication or means, will be the exclusive property of the Foundation. To the extent you own any rights in the Feedback, you agree to assign and hereby do assign to us all right, title and interest in and to the Feedback. You agree to perform all acts reasonably requested by us to perfect and enforce such rights.

## **7. Termination**

The Foundation terminate your access to the Site or any of the Content, Trainings and Services at any time and for any reason, including, without limitation, your breach of any of the Terms of Service. Upon termination, your access to the Site and Content or terminated Services and Trainings will immediately cease but you will remain liable for all amounts due up to and including the date of termination (including amounts due for Courses purchased prior to such termination). The disclaimers, limitations of liabilities, releases and waivers set forth in these Terms of Service shall survive any such termination.

You may also terminate these Terms of Service at any time by notifying us that you no longer wish to use the Site, or our Services, or when you cease using the Site or the Services. **If you terminate your account, you will lose access to your purchased Trainings and the Trainings to which you were granted access.**

## **8. Disclaimer of Warranties**

ALL CONTENT, TRAININGS, SERVICES, AND THE SITE ARE PROVIDED “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS.” THE FOUNDATION DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, OR NON-INFRINGEMENT. THE FOUNDATION DOES NOT WARRANT OR GUARANTEE THAT THE CONTENT, TRAININGS, SERVICES, AND THE SITE ARE OR WILL BE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE, OR THAT THIS SITE, OR

US.352350496.01

ANY OTHER SOFTWARE, TECHNOLOGY OR SERVERS USED IN THE DELIVERY OF THE CONTENT, TRAININGS, SERVICES, AND THE SITE ARE FREE OF ANY VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU AGREE THAT WHEN YOU VIEW CONTENT AND TRAININGS OR USE THE SERVICES OR SITE, YOU DO SO AT YOUR OWN RISK, AND THAT YOU WILL BE WHOLLY RESPONSIBLE FOR YOUR USE OF THE FOREGOING AND ANY LOSS OF DATA, DAMAGES TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE, OR ANY OTHER HARM THAT MAY RESULT FROM SUCH USE. FURTHER, YOU UNDERSTAND THAT THE CONTENT, COURSES, SERVICES, AND THE SITE AND THE TECHNOLOGY USED TO FORMULATE AND DELIVER SUCH CONTENT, COURSES, SERVICES AND THE SITE, MAY CONTAIN ERRORS, BUGS, PROBLEMS OR OTHER LIMITATIONS, AND THAT YOUR USE OF SUCH CONTENT, COURSES, SERVICES, AND THE SITE IS AT YOUR OWN RISK AND SHOULD NOT RELY UPON IT WITHOUT VERIFICATION.

## **9. Limitation of Liability**

THE FOUNDATION, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES, (COLLECTIVELY, THE “FOUNDATION PARTIES”) WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE CONTENT, TRAININGS, SERVICES, AND THE SITE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE FOUNDATION PARTIES SHALL NOT HAVE ANY LIABILITY, ON ANY LEGAL BASIS WHATSOEVER, TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, ARISING OUT OF OR RELATING TO YOUR USE OF THE SITE, CONTENT, COURSES AND SERVICES, EVEN IF THE FOUNDATION PARTIES WERE ADVISED OF OR WERE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE FOUNDATION PARTIES’ LIABILITY SHALL NOT EXCEED THE AMOUNT YOU HAVE PAID FOR THE COURSES AND RELATED SERVICES IN THE SIX (6) MONTHS PRECEDING THE DATE OF THE EVENT THAT IS THE BASIS FOR THE CLAIM. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, the liability of the Foundation Parties is limited to the greatest extent permitted by law, or \$100.00, whichever is less.

YOU AGREE THAT YOU MUST BRING ANY CLAIMS ARISING IN CONNECTION WITH YOUR USE OF CONTENT, TRAININGS, SERVICES, AND THE SITE WITHIN ONE (1) YEAR OF THE DATE OF THE EVENT GIVING RISE TO SUCH ACTION.

## **10. Indemnification**

You agree to indemnify, defend and hold harmless the Foundation Parties from any and all third party suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including, without limitation, attorneys' fees and litigation expenses) relating to or arising from your use of the Content, Trainings, Services and the Site, or your breach of these Terms of Service (including any referenced policies or notices), or your violation of any law or the rights of a third party.

## **11. Privacy Policy**

US.352350496.01

The Foundation respects your privacy and understands the importance of confidentiality and privacy of your personal information. Please review our [Privacy Policy](#), which is incorporated into these Terms of Service, for information regarding how we may collect, use and disclose your personal information.

## **12. Electronic Communications**

In connection with your access to and use of the Content, Trainings, Services and the Site, you hereby consent to receive electronic communications from us through email, the Site, or other electronic means.

## **13. Governing Law**

These Terms of Service shall be governed by and construed in accordance with the laws of the State of Florida.

## **14. Third-party Beneficiaries**

Except as expressly set forth herein (e.g., with respect to disclaimers and indemnification in favor of the Foundation Parties), the parties agree that there are no third-party beneficiaries of these Terms of Service.

## **15. Site Disruptions**

The Foundation is not responsible or liable if or when your access to the Content, Trainings, Services and the Site is or becomes delayed or otherwise unavailable due to any reason, including hardware or software failure; overload of system capacities; damage caused by severe weather, earthquakes, hurricanes, natural disasters or other acts of God; wars, insurrections, riots, acts of terrorism; interruption of power or other utility services; strikes or other work stoppages; governmental or regulatory restrictions; court or administrative orders or rulings; or any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond the control of the Foundation. Furthermore, the Foundation is not liable for any computer viruses, malicious code or other defect in the Site or incompatibility between the Site and your web browser.

## **16. General Terms**

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms of Service.

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.

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 shall not create any partnership, joint venture, employment, or other agency relationship between you and the Foundation.

US.352350496.01

Except where you are representing an organization, these Terms of Service and any policies or operating rules referenced or posted by us on the Site constitutes the entire agreement and understanding between you and us and supersedes 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). Where you are representing an organization, these Terms of Service supplement and amend any prior or contemporaneous agreements between you and us, and where these Terms of Service conflict with a prior or contemporaneous agreement, the other agreement supersedes these Terms of Service.

The Foundation may, in its sole discretion, transfer, its contractual rights and obligations set forth in these Terms of Service to any affiliate of the Foundation or to another third party in the event that some or all of the Foundation's assets are transferred to a third party by way of change of control, merger, sale of its assets or otherwise. You may not assign any of your rights hereunder, and any such attempt by you will be deemed null and void.

## **17. Contact Information**

Questions about these Terms of Service should be sent to us at [info@thefoundationunited.org](mailto:info@thefoundationunited.org) or by mail at.



US.352350496.01