

The Highland Project Website - Terms of Use Content

Welcome to the The Highland Project website (“Website”). Your access to and use of the Website (including any content, functionality, and services offered through the Website) is governed by these Terms of Use (this “Agreement”). Please read these terms carefully before you use the Website.

This Website is offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using this Website, you represent and warrant that you are of legal age to form a binding contract with us and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

Changes

We may change this Agreement, the Website, or the content or the Services offered on the Website at any time. Any change(s) we make will be effective immediately and prospective only. Your continued use of the Website following the posting of a revised Agreement means you agree to the changes. Please return to this page periodically to ensure familiarity with the most current version of this Agreement.

Permitted Use of the Website

The services made available on, by or through the Website, which include or may include, without limitation, providing information about our activities, newsletters, and blogs (collectively, the “Services”), as well as any information provided on, by or through the Website or as part of or in connection with the Services or otherwise, including, but not limited to data, graphics, logos, images, audio/visual materials, links and references (collectively, “Information”), are provided for personal use only and not for any for-profit or commercial activities or purpose or for resale or political campaign. You may not reproduce, display, republish, download, translate, modify, store, transmit, distribute or commercially exploit the Information or any of the materials on the Website, except you may (a) view and print a reasonable number of copies of Information, documents and web pages of the Website for your own personal, non-commercial use; (b) temporarily store copies of Website materials in RAM incidental to your accessing and viewing those materials; and (c) store files that are automatically cached by your Web browser for display enhancement purposes.

You may use the Website solely to the extent expressly permitted by this Agreement, and nothing in this Agreement grants, by implication, estoppel or otherwise, any other license or right.

Intellectual Property

The Website and its contents are owned by the The Highland Project, and are protected by copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. Except as set forth in this Agreement, you must provide attribution to The Highland Project for any Information from this Website, and if possible, provide a reference to the Website.

Prohibited uses

You will not use the Information, Services or the Website to take any action(s) that:

1. Infringe on our or any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
2. Express or imply that any of your statements, activities or causes are approved or endorsed by us, without our prior written consent in each instance;
3. Violate any applicable law, statute, ordinance or regulation or encourage any conduct that could constitute a criminal offense or give rise to civil liability;
4. Are libelous, defamatory, threatening, harassing, invasive of privacy, abusive, tortious, hateful, discriminatory, pornographic or obscene;
5. Transmit any trade secret or other material, non-public information about any person, company or entity without the authorization to do so;
6. Restrict or inhibit any other visitor from using the Website, including without limitation, by means of "hacking" or defacing any portion of the Website;
7. Reverse engineer, decompile or disassemble any portion of the Website or Information;
8. Sublicense, sell, rent, lease, transfer, assign or convey any rights under this Agreement to any third party or otherwise commercially exploit or profit from the Information, Services or content of the Website, or any portion thereof, in any manner whatsoever;
9. "Frame" or "mirror" any part of the Website without our prior written authorization;
10. Distribute any virus, worm or other similar or deleterious files, scripts or programming routines;
11. Use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Website or its contents, authentication and security;

12. Execute any form of network monitoring or run a network analyzer or packet sniffer or other technology to intercept, decode, mine or display any packets used to communicate between the Website's servers or any data not intended for you;
13. Harvest or collect information about Website visitors or members without their express consent; and/or
14. Relate to political candidate campaigns or advertising or fundraise for assistance, support or oppose candidates for public office.

Any such improper use of the Information, Services and Website may result in termination of your access to and use of the Website, and may also result in civil and/or criminal liabilities.

Claims of Copyright Infringement

If you believe in good faith that materials hosted by this Website infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed. The notice must include the following information: (a) physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Website are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material on the Website; (d) the name, address, telephone number and email address of the complaining party; (e) a statement that the complaining party has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive copyright that is allegedly infringed.

Links from the Website

The Website may contain links to other websites for your convenience. We do not control the linked websites or the content provided through such websites, and we have not reviewed, in their entirety, such websites. Your use of linked websites is subject to the privacy practices and terms of use established by the specific linked website and entirely at your own risk. The fact that we offer such links does not

indicate any approval or endorsement of any linked website or any materials, products or services contained on any linked website.

Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to: (a) link from your own or certain third-party websites to certain content on this Website; (b) send e-mails or other communications with certain content, or links to certain content, on this Website; or (c) cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with. Subject to the foregoing, you must not:

- i. Establish a link from any website that is not owned by you.
- ii. Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- iii. Link to any part of the Website other than the homepage.
- iv. Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of this Agreement.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice at our discretion.

Disclaimers

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to

your use of the website or any services or items obtained through the website or to your downloading of any material posted on it, or on any website linked to it.

Your use of the website, information, its content and any services or items obtained through the website is at your own risk. The website, information, its content and any services or items obtained through the website are provided on an “as is” and “as available” basis, without any warranties of any kind, either express or implied. We do not make any warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the website. Without limiting the foregoing, we do not represent or warrant that the website, its content or any services or items obtained through the website will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that our site or the server that makes it available are free of viruses or other harmful components or that the website or any services or items obtained through the website will otherwise meet your needs or expectations.

We hereby disclaim all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement and fitness for particular purpose.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

Limitation of liability

In no event will the The Highland Project, its affiliates, or their employees, agents, officers or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the website, any websites linked to it, any content on the website or such other websites or any services or items obtained through the website or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable. If we are liable to you for any reason, our liability will be limited to the amount of any donation you have made using the services.

The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

Contacting us:

All feedback, comments, requests for technical support and other communications relating to the Website should be directed to us at hello@thehighlandproject.org