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TERMS OF SERVICE

We (the folks at Afro Perspectives nonprofit) run a website called Afroperspectives.org and Online Virtual Portal: Community Pass and we would **love** for you to use it. Our service is free and is designed to provide you with valuable services, resources, products and content relevant to Afro Perspectives in art, culture, education, finance, history, self-help/motivation and skills training.

TERMS OF SERVICE

The following terms and conditions govern all use of the Afro Perspectives website and all content, services and products available at or through the website. The Website is owned and operated by Afro Perspectives, a 501(c)(3) nonprofit ("Afro Perspectives"). The Website is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, Afro Perspectives' [Privacy Policy](#)) and procedures that may be published from time to time on this Site by Afro Perspectives (collectively, the "Agreement").

Please read this Agreement carefully before accessing or using the Website, Community Pass and online Virtual Portal. By accessing or using any part of the web site and services, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services. If these terms and conditions are considered an offer by Afro Perspectives, acceptance is expressly limited to these terms. The Website is available only to individuals who are at least 13 years old. Younger individuals may gain access with a parent or legal guardian Sign-Up.

- 1. Responsibility of Contributors.** If you contribute to the blog, comment on the blog, post material to the Website, post links on the Website, or otherwise make (or allow any third party to make) material available by means of the Website (any such material, "Content"), You are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:
 - the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
 - if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;
 - you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;

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- the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- the Content is not pornographic, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;
- your blog is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods;
- your blog is not named in a manner that misleads your readers into thinking that you are another person or company. For example, your blog's URL or name is not the name of a person other than yourself or company other than your own; and
- you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by Afro Perspectives or otherwise.

By submitting Content to Afro Perspectives for inclusion on the Website, you grant Afro Perspectives a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing and promoting your Content. If you delete Content, Afro Perspectives will use reasonable efforts to remove it from the Website, but you acknowledge that caching or references to the Content may not be made immediately unavailable.

Without limiting any of those representations or warranties, Afro Perspectives has the right (though not the obligation) to, in Afro Perspectives' sole discretion (i) refuse or remove any content that, in Afro Perspectives' reasonable opinion, violates any Afro Perspectives policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Website to any individual or entity for any reason, in Afro Perspectives sole discretion. Afro Perspectives will have no obligation to provide a refund of any amounts previously paid.

2. **Responsibility of Website and Community Pass and Online Virtual Portal Visitors.** Afro Perspectives has not reviewed, and cannot review, all of the material, including computer

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software, posted to the Website, and cannot therefore be responsible for that material's content, use or effects. By operating the Website, Afro Perspectives does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Website may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Website may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. Afro Perspectives disclaims any responsibility for any harm resulting from the use by visitors of the Website, or from any downloading by those visitors of content there posted.

3. **Content Posted on Other Websites.** We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which Afro Perspectives links, and that link to AfroPerspectives.com. Afro Perspectives does not have any control over these websites and webpages and is not responsible for their contents or their use. By linking to a non-Afro Perspectives website or webpage, Afro Perspectives does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Afro Perspectives disclaims any responsibility for any harm resulting from your use of non-Afro Perspectives websites and webpages.
4. **Copyright Infringement and DMCA Policy.** As Afro Perspectives asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by Afro Perspectives violates your copyright, you are encouraged to notify Afro Perspectives in accordance with Afro Perspectives' Digital Millennium Copyright Act ("DMCA") Policy. Afro Perspectives will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. Afro Perspectives will terminate a visitor's access to and use of the Website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of Afro Perspectives or others. In the case of such termination, Afro Perspectives will have no obligation to provide a refund of any amounts previously paid to Afro Perspectives.
5. **Intellectual Property.** We post a plethora of intellectual property and original works. This Agreement does not transfer from Afro Perspectives to you any Afro Perspectives or third-



party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Afro Perspectives. Afro Perspectives, AfroPerspectives.com, and the Afro Perspectives logo, and all other trademarks, service marks, graphics and logos used in connection with the Website are trademarks or registered trademarks of Afro Perspectives. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any Afro Perspectives or third-party trademarks.

6. **Changes.** Afro Perspectives reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. Afro Perspectives may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.
7. **Termination.** Afro Perspectives may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your Afro Perspectives Community Pass account (if you have one), you may delete your account and simply discontinue using the Website. Afro Perspectives can terminate the Website immediately as part of a general shut down of our service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
8. **Disclaimer of Warranties.** The Website is provided "as is". Afro Perspectives and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Afro Perspectives nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.
9. **Limitation of Liability.** In no event will Afro Perspectives, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that



exceed the fees paid by you to Afro Perspectives under this agreement during the twelve (12) month period prior to the cause of action. Afro Perspectives shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

10. **General Representation and Warranty.** You represent and warrant that (i) your use of the Website will be in strict accordance with the Afro Perspectives' [Privacy Policy](#), with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.
11. **Indemnification.** You agree to indemnify and hold harmless Afro Perspectives, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.
12. **Miscellaneous.** This Agreement constitutes the entire agreement between Afro Perspectives and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Afro Perspectives, or by the posting by Afro Perspectives of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Website will be governed by the laws of the state of Michigan, U.S.A., excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Oakland County, Michigan. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in Detroit, Michigan, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one

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instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Afro Perspectives may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

PRIVACY POLICY

Privacy Policy

Afro Perspectives places a high priority on protecting your privacy. This privacy policy was created in order to demonstrate Afro Perspectives firm commitment to the privacy of our members and website users. This policy explains what types of information is collected by the Afro Perspectives' website, www.afroperspectives.org [1], and how this information is used.

What Personally Identifiable Information is Collected

Afro Perspectives members that register for www.afroperspectives.org [1] and individuals that sign up to receive Afro Perspectives e-communications voluntarily provide us with contact information (such as name and e-mail address). We may use this information for specific, limited purposes. You may always "opt out," either now or at any time in the future, if you do not wish to receive our messages.

IP addresses

Afro Perspectives uses your IP address to help diagnose problems with our server, to administer www.afroperspectives.org [1], and for statistical metrics used to track website visitor traffic.

Cookies

www.afroperspectives.org [1] uses "cookie" messages to automatically help provide better services. They remind us who you are and your preferences for our website based on what you've done and told us before. The "cookie" is placed in your computer and is read when you come back to our website. Cookies let us take you to the information and features you're particularly interested in. They also let us track your usage of www.afroperspectives.org [1], so we know which parts of our sites are most popular. You can reject cookies or cancel them by instructing your Web browser accordingly.

How Your Information May Be Used

We use your personal information to meet nonprofit compliance requirements to document the

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demographics we provide community services; to provide you with personalized benefits; to send e-mail alerts to you; to answer your requests; to process your membership application; etc. You may choose to opt out at any time, which will cease all communications from us. We may also use your information to track visitor of our website. This lets us see which of our features are the most popular so we can better serve our users' needs. It also lets us provide aggregate data about our traffic (not identifying you personally, but showing how many visitors used which features, for example) to outside parties

Email Privacy

Afro Perspectives does not provide, sell, or rent email addresses to anyone outside the organization.

External Links

www.afroperspectives.org [1] includes links to external websites. These links do not fall under the www.afroperspectives.org [1] domain, and Afro Perspectives is not responsible for the privacy practices or the content of external websites. Your use of any linked website is solely at your own risk.

Modifications

We may amend this privacy policy from time to time; please review it periodically. We maintain the option to modify this privacy at any time by electronic notice posted on our website. Your continued use of our website after the date that such notices are posted will be deemed to be your agreement to the changed terms.