



www.freetheslaves.net

Terms of Use

Last updated: January 14, 2016

Welcome! Please take a moment to scroll down and read these Terms of Use.

Free the Slaves (“**Free the Slaves**,” “**we**,” “**us**,” or “**our**”) owns and operates the website located at www.freetheslaves.net (the “**Site**”). By browsing the Site, you acknowledge that you have read, understood, and agree to be legally bound by the terms and conditions of these Terms of Use. If you do not agree to any of these terms, then please do not access the Site. These Terms of Use may be updated by us from time to time without notice to you.

THE SECTION BELOW ENTITLED “MISCELLANEOUS” CONTAINS A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.

Use of Personal Data

Your use of the Site may involve the transmission to us of certain personally-identifiable information (the “**Personal Information**”). Our policies with respect to the collection and use of Personal Information are governed according to our [Privacy Policy](#) and, if you are a donor to Free the Slaves (a “**Donor**”), according to our [Donor Privacy Policy](#), both of which are hereby incorporated by reference in their entirety.

Donations

You can make a donation through the Site. We may use a third party service provider (“**Third Party Service Provider**”) to process your payment in connection with such donation. You warrant and represent that you are the valid owner or an authorized user, of the credit card you provide to such Third Party, and that all credit information is accurate. Any information that you submit in connection with such donation will be submitted to such Third Party and will be subject to the privacy policy and terms of use of such Third Party.

Third Party Products

Through the Site we offer access to third party books and other products related to slavery (“**Third Party Products**”) that are available for purchase directly from the third party websites (the “**Third Party Sites**”). You acknowledge and agree that these Third Party Products and Third Party Sites are

provided by third parties and not by us. We are not responsible for and will not have any liability in connection with any Third Party Product or Third Party Site.

Resources

The Site also contains materials, including but not limited to, blog articles, news and videos (collectively, the **"Resources"**). Free the Slaves does not guarantee the availability, accuracy, completeness, quality, reliability or suitability of any Resources.

Financial Information

We may, from time to time, make our financial information available to you through the Site. The information is provided for informational purposes only. If you have any questions or comments regarding such information, please contact info@freetheslaves.net.

Free the Slaves Intellectual Property

The Site contains material, such as text, graphics, images, and other material provided by or on behalf of Free the Slaves (collectively referred to as the **"Free the Slaves Intellectual Property"**). The Free the Slaves Intellectual Property may be owned by us or by third parties, and is protected under both United States and foreign laws. The Free the Slaves Intellectual Property includes, but is not limited to, the trademarks, service marks, and logos of Free the Slaves used and displayed on the Site, which are registered and unregistered trademarks or service marks of Free the Slaves and/or its licensors. Except as expressly permitted in these Terms of Use, you have no rights in or to any Free the Slaves Intellectual Property.

Unsolicited Information

By submitting any unsolicited information and materials, including comments, ideas, questions, designs and other similar communications (collectively, **"Unsolicited Information"**) to us, you agree to be bound by the following terms and conditions. If you do not agree with these terms and conditions, you should not provide any Unsolicited Information through the Site. All Unsolicited Information will be considered NON-CONFIDENTIAL and NON-PROPRIETARY. We, or any of our affiliates, may use such communication or material for any purpose whatsoever, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and further posting. Further, we and our affiliates are free to use any ideas, concepts, know-how, or techniques contained in any communication or material you send to the site for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products. By submitting any Unsolicited Information, you are granting us a perpetual, royalty-free and irrevocable right and license to use, reproduce, modify, adapt, publish, translate, distribute, transmit, publicly display, publicly perform, sublicense, create derivative works from, transfer and sell such Unsolicited Information and to use your name and other identifying information in connection with such Unsolicited Information.

Free the Slaves Disclaimer and Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT THIS SITE, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, FUNCTIONS, RESOURCES AND MATERIALS, IS PROVIDED "AS IS," "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NONE OF THE FREE THE SLAVES, ITS AFFILIATES, SUBSIDIARIES, OR ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "**FREE THE SLAVES PARTIES**") WARRANT THAT THE SITE, CONTENT, FUNCTIONS, RESOURCES OR MATERIALS CONTAINED THEREIN WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. NONE OF THE FREE THE SLAVES PARTIES SHALL BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO OR USE OF THE SITE. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE.

ALL THIRD PARTY PRODUCTS, AND THIRD PARTY SITES (COLLECTIVELY, "**THIRD PARTY MATERIALS**") ARE SUPPLIED BY THIRD PARTIES AND NOT BY US. NONE OF THE FREE THE SLAVES PARTIES ENDORSE OR RECOMMEND ANY THIRD PARTY MATERIALS. NONE OF THE FREE THE SLAVES PARTIES IS A PARTY TO, OR HAS ANY RESPONSIBILITY OR LIABILITY WITH RESPECT TO, ANY THIRD PARTY MATERIALS, OR ANY TRANSACTION, COMMUNICATION OR INTERACTION BETWEEN THIRD PARTIES AND USERS OR FOR ANY RESULTS CAUSED BY USING THE SITE OR ANY CONTENT, FUNCTIONS AND MATERIALS MADE AVAILABLE TO YOU THROUGH THE SITE (INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY MATERIALS), INCLUDING WITHOUT LIMITATION, ANY DEATH, OR BODILY INJURY USERS MAY SUFFER. WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY IN CONNECTION WITH THE FOREGOING.

IN NO EVENT SHALL ANY OF THE FREE THE SLAVES PARTIES BE LIABLE FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, REVENUES OR SAVINGS, EVEN IF A FREE THE SLAVES PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF THE FREE THE SLAVES PARTIES FOR DIRECT DAMAGES ARISING UNDER THESE TERMS OF USE OR RELATING THERETO, EXCEED, ONE HUNDRED DOLLARS. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR NEGLIGENCE, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES, IN SUCH JURISDICTIONS THE FREE THE SLAVES PARTIES' LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

External Sites

This Site may contain links to third-party websites ("**External Sites**"), but we do not endorse and are not responsible for the maintenance or content of any linked External Sites. Please refer to the terms of use and privacy policies of the External Sites for more information.

Indemnification

You agree to defend, indemnify, and hold the Free the Slaves Parties harmless from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from: (i) your breach of these Terms of Use; (ii) your access to, use, or misuse of the Site, and (iii) your violation of any intellectual property or other right of any third party.

Compliance with Applicable Laws

The Site is based in the United States, and is intended to be used only by residents of the United States that are age 18 years or older. We make no claims concerning whether the Site or any content, functions or materials made available to you through the Site may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Site or any content, functions or materials made available to you through the Site from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

Termination

We may terminate these Terms of Use and your access to all or any part of the Site at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Site at any time without prior notice or liability.

Copyright Complaints

If you believe this Site contains any content that infringes your copyright, please contact us at info@freetheslaves.net with the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Site;
- Your address, telephone number and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or duly authorized to act on the copyright owner's behalf.

Please write COPYRIGHT NOTICE in the email subject line.

Miscellaneous

In the event that any portion of these Terms of Use is held to be invalid or unenforceable, then such portion shall be construed in accordance with the applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of these Terms of Use shall remain in full force and effect. This section, and the sections entitled Indemnification, Free the Slaves Disclaimer and Limitation of Liability and Free the Slaves Intellectual Property shall survive the termination of these Terms of Use. You may not assign these Terms of Use. No waiver shall be effective unless in writing. Neither the course of conduct between parties nor trade practice shall act to modify any provision of these Terms of Use. These Terms of Use and any other agreements between the parties entered into through this Site shall be governed by and construed in accordance with the laws of the State of District of Columbia. In the event of a dispute arising under or relating to these Terms of Use (each, a

“Dispute”), either party may elect to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act (**“FAA”**). Any election to arbitrate, at any time, shall be final and binding on the other party. IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT’S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS’ Streamlined Arbitration Rules and Procedures. All applicable JAMS’ rules and procedures are available at the JAMS website www.jamsadr.com. Each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator’s award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. Nothing in this Agreement will prevent Free the Slaves from seeking injunctive relief in any court of competent jurisdiction as necessary to protect Free the Slaves’ proprietary interests.

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

These Terms of Use contain the entire agreement of the parties concerning the subject matter hereof and supersede all existing agreements and all other oral, written or other communication between the parties concerning its subject matter.

Questions or comments regarding this Site, including any reports of non-functioning links, should be submitted using our email address: info@freetheslaves.net.