

Terms of Use

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

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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 <u>Privacy Policy</u> and, if you are a donor to Free the Slaves (a "**Donor**"), according to our <u>Donor Privacy Policy</u>, 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

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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.

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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 IAMS 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: <u>info@freetheslaves.net</u>.