

TERMS OF SERVICE AGREEMENT

Effective: 4/4/2023



This Terms of Service Agreement (“**Agreement**” or “**Terms**”) is made and entered into by and between you and Georgia Appleseed, Inc., a Georgia non-profit corporation, together with its affiliates, subsidiaries and partners (“**Georgia Appleseed**,” “**we**,” “**our**,” or “**us**”), and is intended to make you aware of the terms and conditions of your use of our website(s) (including gaappleseed.org) and the content there (the “**Site**”), and the products and services offered through the Site (collectively, the “**Services**”). This Agreement applies to any Site or Service where this Agreement is referenced or linked to. We reserve the right to update and modify these Terms at any time without prior notice. Any modifications to these Terms will be effective immediately upon posting of the updated Terms on the Site. Your continued use of the Site following a notice of updated Terms constitutes your acceptance to be bound by any changes.

PLEASE READ THIS AGREEMENT CAREFULLY. BY USING, ACCESSING, OR BENEFITING FROM THE SITE OR SERVICES, POSTING OR DOWNLOADING CONTENT OR ANY OTHER INFORMATION TO OR FROM THE SITE OR SERVICES, OR MANIFESTING YOUR ASSENT TO THESE TERMS OF SERVICE IN ANY OTHER MANNER, YOU HEREBY UNEQUIVOCALLY AND EXPRESSLY AGREE TO BE BOUND BY, AND SHALL BE SUBJECT TO, THESE TERMS OF SERVICE. IF YOU DO NOT UNEQUIVOCALLY AGREE TO THESE TERMS OF SERVICE, YOU MAY NOT USE OR OTHERWISE ACCESS, BENEFIT FROM THE SITE OR POST OR DOWNLOAD CONTENT OR ANY OTHER INFORMATION TO OR FROM THE SITE.

YOUR USE OF THE SERVICES IS SUBJECT TO AN ARBITRATION PROVISION IN SECTION 8 OF THIS AGREEMENT, REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION. PLEASE CAREFULLY REVIEW SECTION 8 OF THIS AGREEMENT FOR MORE INFORMATION.

1. Services and Functionality.

- 1.1. **Services Generally.** At Georgia Appleseed, we aim to advance justice and equality for all children in Georgia through law and policy reform as well as community engagement. We focus on school justice and housing justice by prioritizing keeping kids in school and out of the criminal justice system, supporting students with behavior and learning challenges, and ensuring children and their families have safe and healthy housing. Georgia Appleseed provides users with access resources, including, but not limited to, informational publications, toolkits, videos, newsletters, referral forms, and the ability to make online donations. By accessing the Services, you represent and warrant to us that (i) all registration information you submit is accurate and truthful and you will maintain the accuracy of such information; and (ii) you are legally permitted to use and access the Services and take full responsibility for your access, selection and use of the Services.
- 1.2. **Newsletter.** You are able to sign up for our email newsletter with an email address and/or additional information as may be requested. You may not use a name, email, or phone number of another person or entity with the intent to impersonate that person. You shall provide Georgia Appleseed with accurate, complete and updated information. You may unsubscribe from our newsletter by clicking the unsubscribe link provided at the end of the newsletter. Georgia Appleseed reserves the right to control its subscriber list, refuse the addition of any new subscriber, and we may discontinue or cease distributing our newsletter to any or all subscribers at our sole discretion.
- 1.3. **Donations.** You are able to make online donations to Georgia Appleseed. Donations support systemic changes that keep kids in school and out of the criminal justice system as well as ensuring that all families have access to safe and healthy housing. You will be asked to provide certain information to process, including, but not limited to, your name, your email, your phone number, your address, and payment information.
- 1.4. **Volunteering.** You are able to sign up to volunteer with our organization. You may be required to fill out one or more forms to ensure your eligibility to volunteer. Such forms may require information, such as, your name, title, organization, email, phone number, the types of projects you are interested in, the number of hours you are available to volunteer, and the languages you speak.
- 1.5. **Referral Forms.** Georgia Appleseed facilitates legal assistance for children in certain situations. We accept referrals of children who may be eligible for our assistance through our website. These forms and services are handled by a third party, but are accessible on the Site for your convenience. Georgia Appleseed may have access to the information provided on these forms.
- 1.6. **Right to Modify.** Georgia Appleseed reserves the right, in its sole discretion and without prior notice, to change, modify, discontinue, terminate, or suspend all or part of the Services for any reason and without notice to you. Georgia Appleseed has no obligation to update the Services or the Site. Georgia Appleseed will not be liable if,

for any reason, all or any part of the Site is unavailable at any time for any period.

2. Prohibited Uses; Submissions.

- 2.1. **General Prohibitions.** You may use the Site only for lawful purposes and in accordance with these Terms of Use. You shall not use the Site or Services in any way that (i) infringes or violates the intellectual property rights or proprietary rights, or rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, rule, ordinance or regulation; (iii) violates any other agreement you have with, or any obligations to, any third party; (iv) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (v) misrepresents the source or identity of any content; (vi) involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; (vii) uploads, installs, constitutes, or embeds malware, virus, worms, Trojan horses, or other harmful content or code, or violates the security of another computer network, crack passwords, or security encryption codes; (viii) impersonates, or falsely indicates an affiliation with, any person or entity, including, without limitation, any employee or representative of Georgia Appleseed; (ix) engages in or furthers any fraudulent, abusive, or otherwise illegal activity, including but not limited to storing illegal material; (x) sends spam or junk mail on the Services or to other users of the Service; (xi) unleashes manual or automated software, devices, or other processes to “crawl” or “spider” any page or content of the Services; (xii) decompiles, reverse engineers, or otherwise attempts to obtain the source code of the Services; (xiii) removes, obscures, or alters any notices or links on the Services or any of the features or tools of the Services; (xiv) interferes with any other party’s use of the Site, including their ability to engage in real time activities through the Site; or (xv) otherwise attempt to interfere with the proper working of the Site.
- 2.2. **Truthful Submission.** You represent and warrant that (i) all information submitted to us (including all information you submit on our Site or forms) is complete and accurate, and (ii) you have the right to provide us with all such information. You agree not to impersonate any individual or make or provide any misleading, false, or defamatory statements or information.

3. Intellectual Property; License Grant.

- 3.1. **Grant of License.** Georgia Appleseed grants you a limited, non-exclusive, non-transferable, non-sublicenseable, revocable license to access and make personal and non-commercial use of the Services, and any software underlying our Services solely to use the Services, as provided by Georgia Appleseed in accordance with these Terms. This license does not include any resale or commercial use of any Services, or any content associated with the Services. You shall not copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, grant a security interest in, or otherwise transfer any right to the technology or software underlying our Services. You agree not to use modified versions of any software underlying our Service, including without limitation, for the purpose of obtaining unauthorized access to our sites or applications. You may not use any of our Services for any illegal purpose.
- 3.2. **Georgia Appleseed Intellectual Property.** Ownership of and all right, title and interest in and to all intellectual property rights (including all registered and unregistered rights granted or applied for, now or hereafter existing, in or related to patent, trademark, service mark, copyright, trade secret rights, or other intellectual property rights) in the Services and Site, and all related content are and shall remain with Georgia Appleseed or its licensors. You acquire only the right to use and access the Services and Site pursuant to these Terms, and you do not acquire any ownership rights or title in or to the Services. You may not use Georgia Appleseed’s (or its licensors’) intellectual property without Georgia Appleseed’s (or its licensors’) prior written consent. We may immediately terminate your access to our Services upon any such misuse of our or our licensors’ intellectual property by you.
- 3.3. **Feedback.** You grant Georgia Appleseed a transferable, sublicensable, worldwide, royalty-free irrevocable license to use or incorporate into our Site or Services any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you relating to the Site or Services.

4. **Term; Termination.** These Terms remain in effect until the earlier of (i) the date which you unsubscribe from our newsletter (if applicable), and finally terminate your access to the Services; or (ii) the date we cease provision of the Services. Georgia Appleseed may terminate or suspend your access to the Services (and/or any feature thereof) at any time, for any reason, without warning, and in our sole discretion, which may result in the forfeiture and destruction of all information associated with your account. Upon termination of this Agreement, whether by us or you, your right to access and use the Services will immediately cease.

- 5. Link to Third Party Sites.** Parts of the Services may, from time to time, be supported by sponsored links from advertisers and display offers that may be custom matched to you based on information stored in the Services, queries made through the Services or other information. In connection with such offers, the Site may provide links to other websites. We do not endorse, warrant or guarantee the products or services available through any third-party offer (or any other third-party products or services advertised on or linked from our Sites), whether or not sponsored, and we are not an agent or broker or otherwise responsible for the activities or policies of those websites. If you elect to use or purchase services or products from any third party or elect to provide, or grant access to, your information to any third party, you and your information are subject to their terms and conditions and privacy policy. We are not responsible for the products and services offered by any third party.
- 6. Warranty Disclaimers.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SITE AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” AND AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, GEORGIA APPESEED EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT. GEORGIA APPESEED MAKES NO WARRANTY THAT THE SERVICES (INCLUDING ANY RELATED MATERIALS) WILL MEET YOUR REQUIREMENTS, THAT USE OF THE FOREGOING WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, THAT THE RESULTS OBTAINED FROM THE USE OF THE FOREGOING OR ANY INFORMATION OR CONTENT FOUND ON THE SERVICE WILL BE ACCURATE OR RELIABLE, THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF OUR SERVICE WILL BE CORRECTED THAT THE SERVICE AND ANY CONTENT ON INFORMATION FOUND ON THE SERVICE WILL BE VIRUS-FREE, OR THAT THE QUALITY OF ANY INFORMATION, CONTENT, OR OTHER MATERIALS OBTAINED THROUGH THE SITE OR SERVICES WILL MEET YOUR EXPECTATIONS. ANY CONTENT OR OTHER MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR SOLE RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL. FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS.
- 7. Limitation of Liability.** TO THE FULLEST EXTENT UNDER APPLICABLE LAW, IN NO EVENT WILL GEORGIA APPESEED, NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, OR VOLUNTEERS BE LIABLE FOR DAMAGES (INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES), OF ANY KIND ARISING OUT OF OR RELATED TO YOUR ACCESS OF, USE OF, OR INABILITY TO ACCESS OR USE, THIS SITE OR OTHER WEBSITES TO WHICH IT LINKS (INCLUDING THIRD-PARTY MATERIALS). THIS INCLUDES, BUT IS NOT LIMITED TO, INFORMATION OR MATERIALS VIEWED OR DOWNLOADED FROM THIS SITE OR OTHER LINKED WEBSITES, APPLICATIONS, FORMS, OR OTHER RESOURCES OR MATERIALS THAT APPEAR TO YOU OR ARE CONSTRUED BY YOU TO BE OBSCENE, OFFENSIVE, DEFAMATORY, OR INFRINGING ON YOUR INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL GEORGIA APPESEED OR THIRD PARTIES THAT CONTRIBUTE INFORMATION TO THE SITE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION OR ACTION TAKEN BY YOU IN RELIANCE OF SUCH INFORMATION, EVEN IF WE HAVE BEEN ADVISED OF OR ARE AWARE OF THE POSSIBILITY OF THESE DAMAGES. TO THE EXTENT THE FOREGOING IS NOT APPLICABLE OR ENFORCEABLE UNDER APPLICABLE LAW, OUR TOTAL LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER OR RELATED TO THESE TERMS AND THE SERVICES PROVIDED IS LIMITED TO DIRECT MONEY DAMAGES NOT EXCEEDING FIFTY (\$50) US DOLLARS. THE EXISTENCE OF MULTIPLE CLAIMS DOES NOT ENLARGE THE LIMIT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL GEORGIA APPESEED BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS OR REVENUE OR LOST OR DAMAGED DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF WE ARE AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.
- 8. Indemnification.** You shall indemnify, defend and hold harmless Georgia Applesseed against any and all loss, damage, or expense (including legal fees reasonably incurred in the defense of any claim) incurred by Georgia Applesseed as a result of any claim, action or proceeding arising out of or related to: (i) your use or misuse of the Services and all information provided within; (ii) your actual or alleged violation of these Terms or applicable law; (iii) your infringement or violation of any intellectual property, proprietary, or privacy rights of any third party; and (iv) injury to person or property arising from acts of negligence, bad faith, willful misconduct or reckless disregard by you relating to these Terms or the Services.
- 9. Dispute Resolution.** Any claim, dispute, or controversy arising out of or relating to the Services, or the breach,

termination, enforcement, interpretation or validity of this Agreement, will be resolved exclusively by binding arbitration. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). The arbitration shall be held in Atlanta, GA. The arbitrator will make a decision in writing but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement the parties may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

10. General Provisions.

- 10.1. **Privacy Policy.** For information regarding Georgia Appleseed’s treatment of personal information, please review our current Privacy Policy [here](#), which is hereby incorporated into this Agreement by reference.
- 10.2. **Relationship of Parties.** This Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between you and us. You may not bind Georgia Appleseed or incur obligations on our behalf.
- 10.3. **Assignment.** You shall not assign this Agreement, or any of the rights or obligations hereunder without the prior written consent of Georgia Appleseed. Assignments made in violation of this section will be null and void and of no force or effect. This Agreement binds and inures to the benefit of the parties and their respective permitted successors and permitted assigns.
- 10.4. **Entire Agreement; Severability.** This Agreement sets forth the entire and exclusive understanding and license between you and Georgia Appleseed and supersedes and cancels all previous written and oral agreements, communications, and other understandings related to the subject matter of this Agreement. All modifications must be in a writing signed by both parties, except as otherwise provided herein. If any provision in this Agreement is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall remain unaffected.
- 10.5. **Changes.** Georgia Appleseed reserves the right, at our discretion, to revise and update the Terms of Service at any time. All changes are effective immediately upon posting and apply to all who access and use the Website thereafter. Users are expected to check for updates to the Terms of Service from time to time, and Georgia Appleseed may extend reasonable effort to notify Users if such material changes occur. Continued use of the Website following the posting of revised Terms of Service serves as an acceptance of the changes.
- 10.6. **Waiver.** No waiver by Georgia Appleseed of any right or provision under this Agreement shall constitute a subsequent or continuing waiver of such right or provision or any other rights or provisions under this Agreement. Failure to act or delay in acting by Georgia Appleseed shall not constitute a waiver of any right or remedy.
- 10.7. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia and the United States, without regard to conflict of law provisions thereof. Any legal proceedings that arise under this Agreement shall be brought in state or federal courts located in Fulton County, Georgia.
- 10.8. **Survival.** Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive.
- 10.9. **Contact.** All inquiries about these terms or our Services may be directed to Georgia Appleseed at: info@gaapplesseed.org.