Terms & Conditions
Terms and Conditions of Use
January 1, 2019

YOUR USE OF THIS WEB SITE INCLUDING FUND RAISING CAMPAIGN AND EVENT WEBSITES, RELATED ONLINE TOOLS AND OFFICIAL SOCIAL MEDIA COMMUNITY PAGES MANAGED BY THE LEXISNEXIS® RULE OF LAW FOUNDATION (“FOUNDATION”) CONSTITUTES YOUR AGREEMENT, WITHOUT MODIFICATION, TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE.

This web site, including all of its features and content (this “Web Site”) is a service made available by the Foundation and all content, information and services and features provided on or through this Web Site (“Content”) may be used solely under the following terms and conditions (“Terms of Use”).

1. **Web Site Limited License.** As a user of this Web Site you are granted a nonexclusive, nontransferable, revocable, limited license to access and use this Web Site and Content in accordance with these Terms of Use. The Foundation may terminate this license at any time for any reason.

2. **Limitations on Use; Third Party Communications.**

   2.1 **Limitations on Use.** The Content on this Web Site is for your personal use only and not for commercial exploitation. Notwithstanding the foregoing and to the extent this Web Site provides electronic commerce or donation, such buying or donation opportunities may be made available for group as well as personal purchasing or donation, so long as you are authorized to make purchases or donations on behalf of such group. You may not use the Content to determine a consumer's eligibility for: (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from this Web Site or the Content. Nor may you use any network monitoring or discovery software to determine the site architecture, or extract information about usage, individual identities or users. You may not use any robot, spider, other automatic software or device, or manual process to monitor or copy our Web Site or the Content without Foundation’s prior written permission. You may not use this Web Site to transmit any false, misleading, fraudulent or illegal communications. You may not copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of this Web Site, except to the extent permitted above. You may not use or otherwise export or re-export this Web Site or any portion thereof, or the Content in violation of the export control laws and regulations of the United States of America. Any unauthorized use of this Web Site or its Content is prohibited.

   2.2 **Third Party Communications.** Foundation disclaims all liability for any Third Party Communications you may receive or any actions you may take or refrain from taking as a result of any Third Party Communications. You are solely responsible for assessing and verifying the identity and trustworthiness of the source and content of any Third Party Communications. Foundation assumes no responsibility for verifying, and makes no representations or warranties regarding, the identity or trustworthiness of the source or content of any Third Party
Communications. As used herein, “Third Party Communications” means any communications directed to you from any third party directly or indirectly in connection with this Web Site.

3. **Not Legal Advice.** Content is not intended to and does not constitute legal advice and no attorney-client relationship is formed, nor is anything submitted to this Web Site treated as confidential. The accuracy, completeness, adequacy or currency of the Content is not warranted or guaranteed. Your use of Content on this Web Site or materials linked from this Web Site is at your own risk.

4. **Intellectual Property Rights.**

4.1 Except as expressly provided in these Terms of Use, nothing contained herein shall be construed as conferring on you or any third party any license or right, by implication, estoppel or otherwise, under any law (whether common law or statutory law), rule or regulation including, without limitation those related to copyright or other intellectual property rights. You agree that the Content and Web Site are protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. LexisNexis and the Knowledge Burst logo are registered trademarks of RELX Inc., used under license. RELX Group and the RE symbol are registered trademarks of RELX Group plc, used under license (the “Marks”).

4.2 This Web site contains interactive areas which includes, without limitation, any blogs, wikis, bulletin boards, discussion boards, chat rooms, email forums, and question and answer features (the “Interactive Areas”). You grant to the Foundation an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, authorize use of and have used on its behalf any ideas, expression of ideas, text, graphics, messages, blogs, links, data, information and other materials you submit (collectively, “Postings”) to this Web Site. Said license is without restrictions of any kind and without any payment due from the Foundation to you or permission or notification, to you or any third party. The license includes, the right to make, use, sell, reproduce, publish, modify, adapt, prepare derivative works from, combine with other works, translate, distribute, display, perform and sublicense Postings in any form, medium, or technology now known or hereafter developed.

4.3 You certify and warrant that the Postings: (i) are your original works or that the owner of such works has expressly granted to The Foundation a perpetual worldwide royalty-free irrevocable, non-exclusive license for said works with all of the rights granted by you in section 4.2 of these Terms of Use and (ii) do not violate and will not violate the rights of any third party including any right of publicity, right of privacy, copyright, patent or other intellectual property right or any proprietary right.

4.4 You acknowledge and agree that your submitting Postings to this Web Site does not create any new or alter any existing relationship between you and The Foundation.

4.5 By submitting Postings to this Web Site, you acknowledge and agree that The Foundation may create on its own ideas that may be, or may obtain submissions that may be, similar or identical to Postings you submit. You agree that you shall have no recourse against The Foundation for any alleged or actual infringement or misappropriation of any proprietary or other right in the Postings you provide to The Foundation.
5. **Digital Millennium Copyright Act - Notification of Alleged Copyright Infringement.** The Foundation has registered an agent with the United States Copyright Office in accordance with the terms of the Digital Millennium Copyright Act (the “Act”) and avails itself of the protections under the Act. The Foundation reserves the right to remove any Content that allegedly infringes another person's copyright. The Foundation will terminate, in appropriate circumstances, users or visitors access to The Foundation's system or network who are repeat infringers of another person's copyright. Notices to The Foundation regarding any alleged copyright infringement should be directed to RELX Inc., 230 Park Avenue, 7th Floor, New York, NY 10016 or via Email: copyrightagent@relx.com.

6. **Linking to this Web Site.** You may provide links to this Web Site, provided that (a) you do not remove or obscure, by framing or otherwise, any portion of this Web Site, including any advertisements, terms of use, copyright notice, and other notices on this Web Site, (b) you immediately deactivate and discontinue providing links to this Web Site if requested by The Foundation, (c) The Foundation may deactivate any link(s) at its discretion and The Foundation shall not incur any liability of whatever nature or form in your favor, (d) you shall completely indemnify The Foundation from any claims filed by any third party who directly or indirectly relied to your linking to this Web Site.

7. **No Solicitation.** You shall not distribute on or through this Web Site any Postings containing any advertising, promotion, solicitation for goods, services or funds or solicitation for others to become members of any enterprise or organization without the express written permission of The Foundation. Notwithstanding the foregoing, in any interactive areas of this Web Site, where appropriate you a) may list along with your name, address and email address, your own web site's URL and b) may recommend third party web sites, goods or services so long as you have no financial interest in and receive no direct or indirect benefit from such recommended web site, product or service or its recommendation. In no event may any person or entity solicit anyone with data retrieved from this Web Site.

8. **Advertisers.** This Web Site may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on this Web Site is accurate and complies with applicable laws. The Foundation will not be responsible for the illegality of or any error or inaccuracy in advertisers' or sponsors' materials or for the acts or omissions of advertisers and sponsors.

9. **Registration.** Certain sections of this Web Site require you to register. If registration is requested, you agree to provide accurate and complete registration information. It is your responsibility to inform The Foundation of any changes to that information. Each registration is for a single individual only, unless specifically designated otherwise on the registration page. The Foundation does not permit a) anyone other than you to use the sections requiring registration by using your name or password; or b) access through a single name being made available to multiple users on a network or otherwise. You are responsible for preventing such unauthorized use. If you believe there has been unauthorized use, you must notify The Foundation immediately by emailing teresa.jennings@lexisnexisROLfoundation.org.
10. **Postings in Interactive Areas of this Web Site.**

10.1 **Postings to be Lawful.** If you participate in Interactive Areas on this Web Site, you shall not post, publish, upload or distribute any Postings which are unlawful or abusive in any way, including, but not limited to, any Postings that are defamatory, libelous, pornographic, obscene, threatening, invasive of privacy or publicity rights, inclusive of hate speech, or would constitute or encourage a criminal offense, violate the rights of any party, or give rise to liability or violate any local, state, federal or international law, or any applicable regulations of the United States of America, either intentionally or unintentionally. The Foundation may delete your Postings at any time for any reason without permission from you.

10.2 **Postings to be in Your Name.** Your Postings shall be accompanied by your real name and shall not be posted anonymously. Notwithstanding the previous sentence, if the applicable registration page for your participation in any of the Interactive Areas allows you to create a screen name, you may also select and use an appropriate screen name that is not your real name, provided that you use your real name when registering for participation in the Interactive Area and all users agree their real name may always be posted. Participants in Interactive Areas shall not misrepresent their identity or their affiliation with any person or entity.

10.3 **Postings shall not contain protected health information.** You are strictly prohibited from submitting Postings that are considered protected health information under the Health Accountability and Portability Protection Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH).

10.4 **No Monitoring of Postings.** The Foundation has no obligation to monitor or screen Postings and is not responsible for the content in such Postings or any content linked to or from such Postings. The Foundation however reserves the right, in its sole discretion, to monitor Interactive Areas, screen Postings, edit Postings, cause Postings not to be posted, published, uploaded or distributed, and remove Postings, at any time and for any reason or no reason.

10.5 **Non-Commercial Use only of Interactive Areas.** Interactive Areas are provided solely for your personal use. Any unauthorized use of the Interactive Areas of this Web Site, its Content, or Postings is expressly prohibited.

11. **Errors and Corrections.** The Foundation does not represent or warrant that this Web Site or the Content or Postings will be error-free, free of viruses or other harmful components, or that defects will be corrected or that it will always be accessible. The Foundation does not warrant or represent that the Content or Postings available on or through this Web Site will be correct, accurate, timely, or otherwise reliable. The Foundation may make improvements and/or changes to its features, functionality or Content or Postings at any time.

12. **Third Party Content.** Third party content (including, without limitation, Postings) may appear on this Web Site or may be accessible via links from this Web Site. The Foundation shall not be responsible for and assumes no liability for any infringement, mistakes, misstatements of law, defamation,
slander, libel, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content contained in any third party content appearing on this Web Site. You understand that the information and opinions in the third party content is neither endorsed by nor does it reflect the belief or opinion of The Foundation. Further, information and opinions provided by employees and agents of The Foundation in Interactive Areas are not necessarily endorsed by The Foundation and do not necessarily represent the beliefs and opinions of The Foundation.

13. **Web Site User Ethics Notice; Posting Rules.** If you use the Web Site in any aspect, including but not limited to Interactive Areas, a) you agree not to provide specific legal advice in any of your Postings; b) you agree to only draft Postings which are appropriate, educational, and in accordance with the promotion of the idea of the Rule of Law; c) you further agree and acknowledge that when you participate in any of the Interactive Areas on this Web Site, that you will not offer legal advice, but will only provide general information. The Foundation highly recommends that you include a disclaimer at the end of every Posting. The Foundation will have no liability to you arising out of or related to your compliance or noncompliance with such laws and rules, or related to The Foundation’s inclusion or failure to include a disclaimer in the Interactive Areas.

14. **Additional Restrictions on Web Site Use**

Without limiting the other restrictions already found in the General Terms and Conditions, you additionally agree not to use the Web Site to upload, transmit, add hyperlinks leading to, post, or otherwise make available:

14.1 Any Content that you know to be false, misleading, fraudulent, runs contrary to the promotion of the Rule of Law or inconsistent with the values and spirit of the Web Site or The Foundation;

14.2 Any material that contains software viruses, malware or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the Web Site, any computer software or hardware or telecommunications equipment;

14.3 Interfere with or disrupt the service or servers or networks connected to the Web Site;

14.4 Stalk, Troll, otherwise harass another user or any member of The Foundation;

15. **Assumption of Risk.** You assume all liability for any claims, suits or grievances filed against you, including all damages related to your participation in any of the Interactive Areas.

16. **DISCLAIMER.** THIS WEB SITE, THE INTERACTIVE AREAS, THE CONTENT, AND POSTINGS ARE PROVIDED ON AN “AS IS, AS AVAILABLE” BASIS. THE FOUNDATION EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE FOUNDATION DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF OR ANY WAY RELATED TO (A) ANY ERRORS IN OR OMISSIONS FROM THIS WEB SITE, THE INTERACTIVE AREAS, THE CONTENT, AND THE POSTINGS INCLUDING, BUT NOT LIMITED TO, TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS, (B) THIRD PARTY COMMUNICATIONS, (C) ANY THIRD PARTY WEB SITES OR
CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSIBLE THROUGH LINKS IN THIS WEB SITE, INCLUDING BUT NOT LIMITED TO ANY ERRORS IN OR OMISSIONS THEREFROM, (D) THE UNAVAILABILITY OF THIS WEB SITE, THE INTERACTIVE AREAS, THE CONTENT, THE POSTINGS, OR ANY PORTION THEREOF, (E) YOUR USE OF THIS WEB SITE, THE INTERACTIVE AREAS, THE CONTENT, OR THE POSTINGS, OR (F) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THIS WEB SITE, THE INTERACTIVE AREAS, THE CONTENT, OR THE POSTINGS.

17. **LIMITATION OF LIABILITY.** THE FOUNDATION SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM YOUR USE OF THIS WEB SITE, THE CONTENT, THE POSTINGS, THE INTERACTIVE AREAS, ANY FACTS OR OPINIONS APPEARING ON OR THROUGH ANY OF THE INTERACTIVE AREAS, OR ANY THIRD PARTY COMMUNICATIONS. THE FOUNDATION SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE USE OF OR INABILITY TO USE THIS WEB SITE, THE INTERACTIVE AREAS, THE CONTENT, THE POSTINGS, OR ANY THIRD PARTY COMMUNICATIONS. TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS PROHIBITED OR FAILS OF ITS ESSENTIAL PURPOSE, THE FOUNDATION'S SOLE OBLIGATION TO YOU FOR DAMAGES SHALL BE LIMITED TO $100.00.

18. **Indemnification.** You agree to indemnify, defend and hold The Foundation, its officers, directors, employees, agents, licensors, suppliers and any third party information the Foundations to this Web Site harmless from and against all claims, losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Use by you or arising from or related to any Postings uploaded or submitted by you.

19. **Third Party Rights.** The provisions of paragraphs 16 (Disclaimer), 17 (Limitation of Liability), and 18 (Indemnification) are for the benefit of The Foundation and its officers, directors, employees, agents, licensors, suppliers, and any third party information the Foundations to this Web Site. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

20. **Right to Modify or Discontinue the Web Site.** The Foundation may, at any time and for any reason, terminate, change, suspend or discontinue any part of or the entire Website without need for prior notice to you or liability.

21. **Unlawful Activity; Termination of Access.** The Foundation reserves the right to investigate complaints or reported violations of our Terms of Use and to take any action we deem appropriate including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information. The Foundation may discontinue any party’s participation in any of the Interactive Areas at any time for any reason or no reason.

22. The Foundation reserves the right to seek all remedies available at law and in equity for violations of these Terms of Use, including but not limited to the right to block access from a particular internet address to this Web Site and any other Foundation web sites and their features.
23. **Governing Law and Jurisdiction.** The Terms of Use are governed by and construed in accordance with the laws of the State of Delaware and any action arising out of or relating to these terms shall be filed only in state or federal courts located in Delaware and you hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action.

24. **Privacy.** Your use of this Web Site is subject to The Foundation's [Privacy Policy](#).

25. **Severability of Provisions.** These Terms of Use incorporate by reference any notices contained on this Web Site, the Privacy Policy and The Foundation Services Terms and constitute the entire agreement with respect to access to and use of this Web Site, the Interactive Areas, and the Content and Postings. If any provision of these Terms of Use is unlawful, void or unenforceable, or conflicts with The Foundation Services Terms then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability. Notwithstanding anything to the contrary in these Terms of Use, if you have a separate signed written agreement with a The Foundation that applies to your use of any of that The Foundation's Content, that agreement constitutes the entire agreement between you and that The Foundation with respect to the affected Content subject thereto (the “Otherwise Covered Content”), and these Terms of Use shall be treated as having no force or effect with respect to the Otherwise Covered Content.

26. ** Modifications to Terms of Use.** The Foundation reserves the right to change these Terms of Use at any time. Updated versions of the Terms of Use will appear on this Web Site and are effective immediately. You are responsible for regularly reviewing the Terms of Use. Continued use of this Web Site after any such changes constitutes your consent to such changes.

These General Terms and Conditions apply exclusively to your use of this Web Site and do not alter the terms or conditions of any other agreement you may have with The Foundation.