

Terms of Use

Effective Date: March 31, 2016

Introduction

Your use of the Hostage US website at www.hostageus.org and any Hostage US affiliated website featuring these Terms of Use (collectively, the "Website"), including the content and other materials (including without limitation all trademarks, service marks, designs, texts, graphics, pictures, information, software, methods, inventions, sound files, other files and the selection and arrangement thereof) available on or through this Website (together, the "Materials"), is governed by these Terms of Use (these "Terms"). By accessing and continuing to use this Website, you acknowledge that you have read and agree to be bound by these Terms, which constitute a legal agreement ("Agreement") between you and Hostage US.

Amendments to these Terms will be posted at this URL and will be effective when posted. Your continued use of this Website following the posting of any amendment, modification or change shall constitute your acceptance thereof.

For all enquiries, please contact Rachel Briggs, Executive Director, Hostage US, info@hostageus.org or (202) 798-5262.

1. Use of Materials

- a. Proprietary Property.** Unless indicated otherwise on this Website, the Materials contained on this Website are the proprietary property of Hostage US, its licensors, collaborating organization or users and are protected by U.S. and international copyright, trademark, and other intellectual property laws.
- b. Request for Permission.** Unless indicated otherwise below, on the Materials, or separate terms applicable to certain Materials, we ask that you contact Rachel Briggs, Executive Director, Hostage US, at info@hostageus.org for permission for any reproduction, modification, distribution, public display or performance of such Materials.
- c. Downloadable Materials.** Materials made available for public download on this Website may be used, reproduced and distributed only for non-revenue generating purposes, in accordance with these Terms, provided you do not modify the Materials and that you retain all copyright, trademark, and other proprietary notices contained in the Materials intact. In addition, you agree that such permission does not include the public performance or public display of any Materials or making any derivative uses of the Materials. The permission granted herein is revocable at any time, with or without cause.
- d. Unauthorized Use.** Any unauthorized use of the Materials may violate copyright laws, trademark laws, the laws of privacy and publicity and other applicable laws and could result in criminal or civil penalties.

- 2. Interactive Areas.** This Website may include blogs, user generated content or other interactive areas or services ("Interactive Areas"), in which you or other users create, post or store any content, messages, materials, data, information, text, music, sound, photos, video, graphics, code or other items or materials on the Website ("User Materials"). You are solely

responsible for your use of such Interactive Areas and use them at your own risk. By using any Interactive Areas, you agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Website any of the following:

- a. User Materials that are unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- b. User Materials that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
- c. User Materials that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any User Materials, you represent and warrant that you have the lawful right to reproduce, publicly perform, publicly display and distribute such User Materials;
- d. User Materials that impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- e. User Materials that, in Hostage US's sole judgment, may jeopardize or affect Hostage US's tax exempt status, including but not limited to content on behalf of (or in opposition to) any candidate for public office, and content that contains propaganda or that otherwise attempts to influence legislation;
- f. Promotions, advertising or solicitations;
- g. Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- h. Viruses, corrupted data or other harmful, disruptive or destructive files; and
- i. User Materials that, in the sole judgment of Hostage US, are objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Website, or which may expose Hostage US or its users to any harm or liability of any kind.

3. Copyright Complaints

- a. Hostage US respects the intellectual property of others, and we ask our users to do the same. If you believe in good faith that content you own has been copied and made accessible in a manner that violates your intellectual property rights, please provide Hostage US with the following information:
 - (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
 - (ii) a description of the copyrighted work or other intellectual property that you claim has been infringed;
 - (iii) a description of where the material that you claim is infringing is located on the site;

- (iv) your address, telephone number, and email address;
- (v) 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
- (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

- b.** Notice of claims of copyright or other intellectual property infringement can be delivered as follows:

By phone: (202) 798-5262

By email: info@hostageus.org

- 4. Trademarks.** The Hostage US logo and name and any other product or service name or slogan contained in this Website are trade/service marks of Hostage US, its licensors, or other respective owners, and may not be used without the prior written permission of Hostage US or the respective owners.
- 5. Links.** This Website contains links to third party Websites ("Linked Websites") not under the control of Hostage US and Hostage US is not responsible for their content or links contained in such Linked Websites. Hostage US does not intend links on this Website to be referrals or endorsements of the Linked Website providers, or their products or services, and are provided for convenience only. Your use of the Linked Websites is at your own risk and subject to the terms and conditions of the providers of such Linked Websites.
- 6. Privacy.** Please refer to our Privacy Policy for information on how Hostage US collects, uses and discloses personally identifiable information from its users.
- 7. Service Deactivation.** You agree that Hostage US has the right, but not the obligation, to take any of the following actions in Hostage US's sole discretion at any time and for any reason without giving you any prior notice: refuse, move, or remove any content that is available on or through the this Website; to discontinue the Website or any services offered through the Website at any time without notice; and to establish general practices and limits concerning use of this Website. We may take any of the above actions for any legitimate reason, as determined by Hostage US in its sole discretion, including, but not be limited to, (a) breaches or violations of the Terms or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you, (d) discontinuance or material modification to this Website (or any part thereof) and/or (e) unexpected technical or security issues or problems. You agree that we will not be liable to you or any third party for taking any of these actions.
- 8. Disclaimer of Warranties.** YOUR USE OF THIS WEBSITE, ITS SERVICES AND MATERIALS ON THIS WEBSITE (TOGETHER, THE "SERVICES") IS AT YOUR OWN RISK AND ALL SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTIES OF ANY KIND. HOSTAGE US DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE, THE MATERIALS OR THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT

OR ERROR-FREE OR THAT THE WEBSITE OR ITS SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD. HOSTAGE US IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS. REFERENCE TO ANY PRODUCTS, SERVICES, PROGRAMS OR OTHER INFORMATION, BY TRADE NAME, TRADEMARK, MANUFACTURER, SUPPLIER OR OTHERWISE DOES NOT CONSTITUTE OR IMPLY ENDORSEMENT, SPONSORSHIP OR RECOMMENDATION THEREOF, OR ANY AFFILIATION THEREWITH, BY HOSTAGE US. TO THE FULLEST EXTENT ALLOWED BY THE LAW, HOSTAGE US EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS AND OTHER TERMS EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS AND FITNESS FOR PARTICULAR PURPOSE.

- 9. Disclaimer of Liability.** IN NO EVENT SHALL HOSTAGE US, ITS LICENSORS, AFFILIATES, DIRECTORS, OFFICERS AND EMPLOYEES BE LIABLE TO YOU FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF INCOME, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF BUSINESS, LOSS OF CONTRACTS, LOSS OF GOODWILL OR REPUTATION, LOSS OF ANTICIPATED SAVINGS, LOSS OF, DAMAGE TO OR CORRUPTION OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS WEBSITE, THE SERVICES, THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THIS WEBSITE, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM HOSTAGE US, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE.
- 10. Indemnification.** You agree to defend, indemnify and hold Hostage US, and its affiliates, service providers, licensors, and their respective its officers, directors, employees, and agents harmless against any claim for damages, losses or any costs, including attorneys' fees, arising from or related to your use of this Website or the Materials, any User Materials you post, store or otherwise transmit on or through this Website, or your use of or inability to use this Website.
- 11. Entire Agreement.** These Terms represent the entire agreement between you and Hostage US with respect to their subject matter. No action of Hostage US, other than an express written waiver, may be construed as a waiver of any part of this Agreement, and no employee of Hostage US is authorized to waive it orally.
- 12. Governing Law.** This Agreement shall be governed and construed in accordance with the laws of New York, without regard to the conflict of law principles thereof. Any dispute relating to this Agreement shall be subject to the exclusive jurisdiction of the courts located in New York, and the parties agree to submit to the personal and exclusive jurisdiction of these courts.