

One Billion Rising for Justice™ Website Terms and Conditions

The One Billion Rising for Justice™ website located at www.onebillionrising.org (the “Site”) is an Internet property of V-Day (“One Billion Rising™,” “we” or “us”). The following One Billion Rising for Justice™ Website Terms and Conditions (“Terms and Conditions”) expressly incorporate the One Billion Rising™ Privacy Policy (“Privacy Policy”) and any and all other applicable operating rules, policies and other supplemental terms and conditions or documents that may be published by One Billion Rising™ from time to time (collectively, the “Agreement”).

You agree to the Agreement in its entirety, when you: (a) access or use the Site; (b) access and/or download any of the text, audio, video, photographs, graphics, artwork, testimonials, Member-Submitted Videos (as defined below) and/or other content featured on the Site (collectively, “Content”); (c) register as a member (“Member”) of the One Billion Rising for Justice™ campaign (“Campaign”), which enables you to, subject to the terms and conditions set forth herein, receive e-mail updates regarding the Campaign and other One Billion Rising™ material, plan Campaign events (“Member Sponsored Events”) and submit videos describing your own experience with, and definition of, justice (“Member Submitted Videos”); (d) access links to One Billion Rising’s™ social media pages/accounts on third party social media websites, such as Facebook®, Instagram®, Tumblr® and Twitter® (collectively, “Social Media Pages”); (e) make a donation to One Billion Rising™ by and through the Site (“Donation”); and/or (f) utilize the Site’s many interactive features designed to facilitate interaction between you, One Billion Rising™ and other Members including, but not limited to, blogs and comment sections located in designated areas of the Site (collectively, the “Interactive Services” and together with the Site, Content, Campaign, Member Sponsored Events, Member Submitted Videos, Member Posts (as defined below) and Social Media Pages, the “One Billion Rising™ Offerings”).

Please be advised that you may not discuss any ongoing litigation or criminal case, nor use any third party’s (other than Authorized Individuals, as defined below, or individuals that you would have the right to reference under applicable law) name, photographic depiction or other identifying information in any Member Submitted Videos, Member Posts, Feedback or other Member Content.

Please review the Agreement carefully. If you do not agree to the terms and conditions contained within the Agreement in its entirety, you are not authorized to use the One Billion Rising™ Offerings in any manner or form whatsoever.

Facebook® and Instagram® are registered trademarks of Facebook, Inc. (“Facebook”). Tumblr® is a registered trademark of Yahoo! Inc. (“Tumblr”). Twitter® is a registered trademark of Twitter, Inc. (“Twitter”). Please be advised that One Billion Rising™ is not in any way affiliated with Facebook, Tumblr or Twitter, and the One Billion Rising™ Offerings are not endorsed, administered or sponsored by Facebook, Tumblr or Twitter.

1. Scope of Agreement. You agree to the terms and conditions outlined in the Agreement with respect to your use of the One Billion Rising™ Offerings. The Agreement constitutes the entire and only agreement between you and One Billion Rising™ with respect to your use of the One Billion Rising™ Offerings and supersedes all prior or contemporaneous agreements, representations, warranties and/or understandings with respect to same. Unless explicitly stated otherwise, any future offer(s) or product(s) made available to you on the Site that augment(s) or otherwise enhance(s) the current features of the One Billion Rising™ Offerings shall be subject to the Agreement. **You understand and agree that One Billion Rising™ is not responsible or liable in any manner whatsoever for your inability to use the One Billion Rising™ Offerings.**

2. Modification of Agreement. We may amend the Agreement from time to time in our sole discretion, without specific notice to you; *provided, however,* that any amendment or modification to the arbitration provisions, prohibition on class action provisions or any other provisions applicable to dispute resolution

(collectively, "Dispute Resolution Provisions") shall not apply to any disputes incurred prior to the applicable amendment or modification. The latest Agreement will be posted on the Site, and you should review the Agreement prior to using the One Billion Rising™ Offerings. By your continued use of the One Billion Rising™ Offerings, you hereby agree to comply with, and be bound by, all of the terms and conditions contained within the Agreement effective at that time (other than with respect to disputes arising prior to the amendment or modification of the Dispute Resolution Provisions, which shall be governed by the Dispute Resolution Provisions then in effect at the time of the subject dispute).

3. Requirements. You must be thirteen (13) years old or older to access the One Billion Rising™ Offerings. If you are not yet thirteen (13) years old, you may not access the One Billion Rising™ Offerings. If you are at least thirteen (13) years old but not yet eighteen (18) years of age, please have your parent(s) or legal guardian(s) review the Agreement with you, discuss any questions that you may have and give you their permission to access the One Billion Rising™ Offerings. If you are a parent or a guardian, you are responsible for exercising supervision over your children's online activities. If you do not agree to the terms of the Agreement, do not let your child access and/or use the One Billion Rising™ Offerings. If you are the parent or guardian of a child under the age of thirteen (13) and you believe that your child has accessed the One Billion Rising™ Offerings without your authorization, please Contact Us at info@onebillionrising.org.

4. Site Forms. In order to register as a Member and/or make a Donation, you may be required to submit a registration and/or submission form (collectively, "Form"). The information that you must supply on the Form may include, without limitation: (a) your name (where registering as a Member and/or making a Donation); (b) your mailing address (where making a Donation); (c) your zip code and country (where registering as a Member); (d) your e-mail address (where registering as a Member and/or making a Donation); (e) your mobile telephone number (where making a Donation); (f) your credit card information (where making a Donation); (g) a brief post ("Member Post") describing your decision to become a Member (which is optional and only applies where you are registering as a Member); and/or (h) any other information requested by us on the Form (collectively, "Registration Data"). You agree to provide true, accurate, current and complete Registration Data, as necessary, in order to maintain it in up to date and accurate fashion.

One Billion Rising™ may reject your Form and/or terminate your Membership at any time and for any reason, in its sole discretion. Such reasons may include, without limitation: (i) where One Billion Rising™ believes that you are in any way in breach of the Agreement; (ii) where One Billion Rising™ believes that you are engaged in any improper conduct in connection with the One Billion Rising™ Offerings; and (iii) where One Billion Rising™ believes that you are, at any time, conducting any unauthorized commercial activity by and through your use of the One Billion Rising™ Offerings. **You understand and agree that One Billion Rising™ is not responsible or liable in any manner whatsoever for your inability to register as a Member and/or for your inability to use the One Billion Rising™ Offerings. Members and other non-Member users of the Site ("Visitors") should use caution, common sense and safety when using the One Billion Rising™ Offerings.**

5. Content. Subject to the terms and conditions of the Agreement, end-users that possess the requisite technology shall have the opportunity to view, download and/or interact with all or some of the Content made available by and through the Site and/or other One Billion Rising™ Offerings. In connection with Member Sponsored Events and Member Submitted Videos, One Billion Rising™ may provide Members with a toolkit containing certain Content, such as music, dances, logos (which may be altered solely as expressly permitted), posters, stencils, sticker templates and other materials). The Content is compiled, distributed and displayed by One Billion Rising™, as well as third-party content providers including, without limitation, other Members ("Third-Party Providers"). **One Billion Rising™ does not control the Content provided by Third-Party Providers that is made available by and through the One Billion Rising™ Offerings. Such Third-Party Providers are solely responsible for the accuracy, completeness, appropriateness and/or usefulness of such Content. The Content should not necessarily be relied upon. One Billion Rising™ does not represent or warrant that the Content and other information posted by and through the One Billion Rising™ Offerings is accurate,**

complete, up-to-date or appropriate. You understand and agree that One Billion Rising™ will not be responsible for, and One Billion Rising™ undertakes no responsibility to monitor or otherwise police Content provided by Third-Party Providers. You agree that One Billion Rising™ shall have no obligation and incur no liability to you in connection with any Content. You may find certain Content to be outdated, harmful, inaccurate and/or deceptive. Please use caution, common sense and safety when using the Content.

6. Member Submitted Videos. In connection with the “What Justice Looks Like” Campaign, and other Campaigns hosted by One Billion Rising™ from time-to-time, Members can submit to One Billion Rising™, for publication on the Site, Member Submitted Videos depicting themselves, and those individuals that have provided their express written consent to appear in same and to the assignment of rights to One Billion Rising™ contained herein (“Authorized Individuals”). All Member Submitted Videos must comply with all of the standards, conditions, restrictions and requirements set forth herein including, without limitation, in Section 9 below. **You may not discuss any ongoing litigation or criminal case, nor use any third party’s (other than Authorized Individuals, or individuals that you would have the right to reference under applicable law) name, photographic depiction or other identifying information in any Member Submitted Videos.** One Billion Rising™ may reject your Member Submitted Videos and/or remove your Member Submitted Videos at any time and for any reason, in its sole discretion, including any Member Submitted Video that One Billion Rising™ believes, in its sole and reasonable discretion, is fraudulent, does not depict the applicable Member, is posted without the permission of the applicable copyright holder, does not comply with the Agreement or is otherwise objectionable, improper or invalid.

(a) Members must ensure that the Member Submitted Videos: (i) only depict the Member him or herself, Authorized Individuals and no other party; (ii) comply with any and all applicable laws, rules and regulations; (ii) do not infringe upon any third party’s intellectual property rights; and (iii) comply with all other requirements set forth in the Agreement, and otherwise established by One Billion Rising™ from time to time.

(b) Each Member represents and warrants that she/he has all right, title and interest in and to her/his Member Submitted Videos as necessary to grant One Billion Rising™ the right to display same on the Site in perpetuity without compensation, and to grant the other rights and licenses to One Billion Rising™ as set forth herein.

(c) By submitting a Member Submitted Video to the Site, each Member irrevocably assigns to One Billion Rising™ the exclusive, perpetual and royalty-free right throughout the world to: (i) film, tape, illustrate and photograph Member’s image, record, broadcast and transmit Member’s voice, conversation and sounds, including any performance by any means now or later devised, and otherwise exploit the Member Submitted Video on the Site and in any form of media whether now known or later devised; and (ii) copyright, use and reuse, publish and republish, publicly display, reproduce, copy, modify, create derivative works, in whole or in part, in any medium, the Member Submitted Video as well as Member’s name, pictures, voice and likeness, for any and non-commercial purposes, or otherwise including, but not limited to, in connection with the promotion of One Billion Rising™, the Campaign, the One Billion Rising™ Offerings or any part thereof.

You understand and agree that One Billion Rising™ is not responsible or liable in any manner whatsoever for you inability to submit Member Submitted Videos and/or for One Billion Rising’s™ refusal to post the Member Submitted Videos that you submitted to the Site. One Billion Rising™ shall not be liable to any Member, Visitor or third party for any claim in connection with any of the Member Submitted Videos.

Please be advised that the Member Submitted Videos are posted and made available by the applicable Members and not One Billion Rising™. The Members are solely responsible for the content, accuracy, completeness, appropriateness and/or validity of the Member Submitted Videos, and the legality associated with their dissemination via the Site. One Billion Rising™

does not represent or warrant that the Member Submitted Videos are accurate, complete or appropriate, or that such Member Submitted Videos were produced in compliance with applicable laws, rules and/or regulations. Members and/or Visitors may find certain Member Submitted Videos to be offensive, harmful, hateful, discriminatory, harassing, threatening and/or inaccurate. Members and Visitors understand and agree that One Billion Rising™ will not be responsible for, and One Billion Rising™ undertakes no responsibility to monitor or otherwise police, such Member Submitted Videos. Members and Visitors agree that One Billion Rising™ shall have no obligation and incur no liability to Members and Visitors in connection with any such Member Submitted Videos.

7. Interactive Services. Subject to the restrictions set forth herein, the Interactive Services will allow you to participate in blog comment sections, message boards, question and answer areas and other interactive areas of the Site. You agree to use the Interactive Services in full compliance with all applicable laws and regulations. **You understand and agree that One Billion Rising™ shall not be liable to you, any other end-user or any third party for any claim in connection with your use of, or inability to use, the Interactive Services. The Interactive Services contain Feedback (as defined below) that is provided directly by end-users of the Site. You agree that One Billion Rising™ shall have no obligation and incur no liability to you in connection with any Feedback appearing in or through the Interactive Services. One Billion Rising™ does not represent or warrant that the Feedback posted through the Interactive Services is accurate, complete or appropriate.**

8. Member Sponsored Events. Subject to the restrictions contained herein including, without limitation, those contained in Section 9 below, where One Billion Rising™ approves, Members may plan, publicize and conduct Member Sponsored Events in connection with the Campaign. One Billion Rising™ may reject your Member Sponsored Event request and/or revoke prior approval for your Member Sponsored Event at any time and for any reason, in its sole discretion, including any Member Sponsored Event that One Billion Rising™ believes, in its sole and reasonable discretion, does not comply with the Agreement or is otherwise objectionable, improper or invalid. **One Billion Rising™ does not supervise the Member Sponsored Events and is not involved in any way with the actions of any individuals, including Members, at the Member Sponsored Events. As a result, we have no control over the identity or actions of the individuals who are present at the Member Sponsored Events. Please use caution, common sense and safety when arranging, attending and participating in Member Sponsored Events.** You are solely responsible for your interactions with third parties including, but not limited to, Members and Visitors, in connection with the Member Sponsored Events. Without limiting the generality of the disclaimers contained herein, because we: (a) do not supervise or control the Member Sponsored Events or interactions between attendees to same; (b) are not involved in any way with physical transportation to or from Member Sponsored Events or with the actions of any individuals at Member Sponsored Events; and (c) cannot guarantee the true identity of Members. **In the event that you have a dispute with one or more Visitors, Members and/or other third parties in connection with any Member Sponsored Event, you hereby release One Billion Rising™ including, but not limited to, its officers, directors, members, agents, subsidiaries and employees, from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of, or in any way connected with, such disputes. One Billion Rising™ reserves the right, but has no obligation, to monitor disputes between you and other Visitors, Members and/or other third parties in connection with the Member Sponsored Events.**

You understand and agree that One Billion Rising™ is not responsible or liable in any manner whatsoever for your inability to conduct, or attend, a Member Sponsored Event and/or for One Billion Rising's™ refusal to grant you permission to conduct a Member Sponsored Event. One Billion Rising™ shall not be liable to any Member, Visitor or third party for any claim in connection with any Member Sponsored Event.

9. Member Content.

(a) Each Member shall be solely responsible for their comments, opinions, statements, feedback and other content (collectively, "Feedback") posted by and through the Interactive Services, their Member Posts, their Member Submitted Videos and the content, material and conduct associated with their operation of, or attendance at, a Member Sponsored Event (collectively, together with the Feedback, the "Member Content"). One Billion Rising™ reserves the right to prohibit any conduct by end-users or remove any Member Content from the Interactive Services, Site and/or any Member Sponsored Event at any time and for any reason, in One Billion Rising's™ sole discretion. The reasons for removal may include where One Billion Rising™ believes that the Member Content is unsuitable for the One Billion Rising™ Offerings for any reason including, without limitation, where: (i) the Member Content contains or links to material that could be considered unlawful, harmful, threatening, defamatory, obscene, harassing or otherwise objectionable; (ii) the Member Content contains or links to material that infringes upon the trademark, trade name, service mark, copyright, license, or other intellectual property or proprietary right of any third party; (iii) One Billion Rising™ believes that an end-user is, at any time, conducting any commercial activity by and through the Interactive Services; and/or (iv) One Billion Rising™ believes that an end-user is in violation of the Agreement including, without limitation, Section 9(b) below. **Please be advised that you may not discuss any ongoing litigation or criminal case, nor use any third party's (other than Authorized Individuals, or individuals that you would have the right to reference under applicable law) name, photographic depiction or other identifying information in any Member Content.**

(b) In connection with your Member Content, you agree not to: (i) display any telephone numbers, street addresses, last names, URLs, e-mail addresses or any personally identifiable information and/or confidential information of any third party; (ii) display any audio files, text, photographs, videos or other images containing personally identifiable information and/or confidential information of any third party; (iii) display any audio files, text, photographs, videos or other images that may be deemed indecent or obscene in your community, as defined under applicable law; (iv) impersonate any person or entity; (v) "stalk" or otherwise harass any person; (vi) engage in unauthorized advertising to, or commercial solicitation of, Visitors and/or Members; (vii) transmit any chain letters, spam or junk e-mail to other end-users; (viii) express or imply that any statements you make are endorsed by One Billion Rising™; (ix) harvest or collect personal information of Visitors and/or Members whether or not for commercial purposes, without their express consent; (x) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the One Billion Rising™ or their contents; (xi) post, distribute or reproduce in any way any copyrighted material, trademarks or other proprietary information without obtaining the prior consent of the owner of such proprietary rights; (xii) remove any copyright, trademark or other proprietary rights notices contained on the Site; (xiii) interfere with or disrupt any of the One Billion Rising™ Offerings and/or the servers or networks connected to same; (xiv) post, offer for download, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (xv) post, offer for download, transmit, promote or otherwise make available any software, product or service that is illegal or that violates the rights of a third party including, but not limited to, spyware, adware, programs designed to send unsolicited advertisements (i.e. "spamware"), services that send unsolicited advertisements, programs designed to initiate "denial of service" attacks, mail bomb programs and programs designed to gain unauthorized access to networks on the Internet; (xvi) "frame" or "mirror" any part of the One Billion Rising™ Offerings; (xvii) use metatags or code or other devices containing any reference to the One Billion Rising™ Offerings in order to direct any person to any other website for any purpose; and/or (xviii) modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the One Billion Rising™ Offerings or any software used on or in connection with same. Engaging in any of the aforementioned prohibited practices shall be deemed a breach of the Agreement and may result in the immediate termination of your Membership and/or access to some or all of the One Billion Rising™ Offerings without notice, in the sole discretion of One Billion Rising™. One Billion Rising™ reserves the right to pursue any and all legal remedies against end-users that engage in the aforementioned prohibited

Please be advised that the Member Content is posted and made available by the applicable Members and not One Billion Rising™. The Members are solely responsible for the content, accuracy, completeness, appropriateness and/or validity of the Member Content, and the legality associated with their dissemination via the Site. One Billion Rising™ does not represent or warrant that the Member Content is accurate, complete or appropriate, or that such Member Content was produced in compliance with applicable laws, rules and/or regulations. Members and/or Visitors may find certain Member Content to be offensive, harmful, inaccurate and/or deceptive. Members and Visitors understand and agree that One Billion Rising™ will not be responsible for, and One Billion Rising™ undertakes no responsibility to monitor or otherwise police, such Member Content. Members and Visitors agree that One Billion Rising™ shall have no obligation and incur no liability to Members and Visitors in connection with any such Member Content.

10. Donations. You can make a Donation through the Site using a credit card, or in the United States, text "VDAY" to 50555 to give Ten Dollars (\$10.00) to One Billion Rising™ ("Text Donation"). Text Donations will be added to your mobile telephone bill or deducted from your prepaid mobile telephone account, as applicable. Message and data rates may apply to Text Donations. Your Donations in the United States are fully tax-deductible. **You understand and agree that One Billion Rising™ is not responsible or liable in any manner whatsoever for you inability to submit a Donation.**

11. Social Media Pages. The Site contains links to the various One Billion Rising™ Social Media Pages. The Social Media Pages are hosted and made available on third party websites ("Social Media Websites") by third party entities. Your use of Social Media Pages and Social Media Websites shall be governed by those Social Media Websites' applicable agreements, terms and conditions. **You understand and agree that One Billion Rising™ shall not be liable to you, any other end-user or any third party for any claim in connection with your use of, or inability to use, the Social Media Pages and/or Social Media Websites.**

12. Member/Visitor Interactions. Members and Visitors are solely responsible for their interactions with other Site-users and individuals including, but not limited to, other Members and Visitors. Because we are not involved in Site-user interactions, in the event that you have a dispute with one or more Members, Visitors and/or other third-parties, you hereby release One Billion Rising™ and its officers, directors, members, agents, subsidiaries and employees, from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of, or in any way connected with, such disputes.

13. License Grant. As a user of the Site, you are granted a non-exclusive, non-transferable, revocable and limited license to access and use the One Billion Rising™ Offerings and Member Content. One Billion Rising™ may terminate this license at any time for any reason. Unless otherwise expressly authorized by One Billion Rising™, as a visitor to the Site, you may only use the One Billion Rising™ Offerings and Member Content for non-commercial use. Other than the logos and certain other designated Content, which may be used to promote the Campaign and related initiatives as authorized by One Billion Rising™ (which authorization may be revoked at any time in One Billion Rising's™ sole discretion), no part of the One Billion Rising™ Offerings and/or Member Content may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical. You may not use any automated means or form of scraping or data extraction to access, query or otherwise collect material from the One Billion Rising™ Offerings and/or Member Content except as expressly permitted by One Billion Rising™. You may not use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, reverse engineer or transfer the One Billion Rising™ Offerings, Member Content, or any portion thereof. Other than the logos and certain other designated Content, which may be used to promote the Campaign and related initiatives as authorized by One Billion Rising™ (which authorization may be revoked at any time in One Billion Rising's™ sole discretion), you may not create any "derivative works" by altering any aspect of the One Billion Rising™ Offerings and/or Member Content. Other than the logos and certain other designated Content, which may be used to promote the Campaign and related initiatives as authorized by One Billion Rising™ (which authorization may be revoked at any time in One

Billion Rising's™ sole discretion), you may not use the One Billion Rising™ Offerings and/or Member Content in conjunction with any other third-party content. You may not exploit any aspect of the One Billion Rising™ Offerings and/or Member Content for any commercial purposes not expressly permitted by One Billion Rising™. You further agree to indemnify and hold harmless One Billion Rising™ for your failure to comply with this Section 13. One Billion Rising™ reserves any rights not explicitly granted in the Agreement.

14. Proprietary Rights. The One Billion Rising™ Offerings and Member Content, as well as the organization, graphics, design, compilation, magnetic translation, digital conversion, software, services and other matters related to same, are protected under applicable copyrights, trademarks and other proprietary (including, but not limited to, intellectual property) rights. Other than the logos and certain other designated Content, which may be used to promote the Campaign and related initiatives as authorized by One Billion Rising™ (which authorization may be revoked at any time in One Billion Rising's™ sole discretion), the copying, redistribution or publication by you of any part of the One Billion Rising™ Offerings and/or Member Content is strictly prohibited. You do not acquire ownership rights in or to any Member Content or other content, document, software, services or other materials viewed by or through the One Billion Rising™ Offerings. The posting of information or material by and through the One Billion Rising™ Offerings does not constitute a waiver of any right in or to such information and/or materials.

15. Copyright Policy/DMCA Compliance. One Billion Rising™ reserves the right to terminate the Member account and/or Site access of any end-user who infringes upon third-party copyright rights. If you believe that a copyrighted work has been copied and/or posted via the Site and/or other One Billion Rising™ Offerings in a way that constitutes copyright infringement, you should provide One Billion Rising™ with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyrighted work; (b) an identification and location on the Site (or otherwise) of the copyrighted work that you claim has been infringed upon; (c) a written statement by you that you have a good faith belief that the disputed use is not authorized by the owner, its agent or the law; (d) your name and contact information, such as telephone number or e-mail address; and (e) a statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for One Billion Rising's™ Copyright Agent for notice of claims of copyright infringement is as follows:

One Billion Rising
Attn: DMCA/Copyright Agent
303 Park Ave South, Suite # 1184
New York, NY 10010-3657
info@onebillionrising.org

16. Legal Warning. Any attempt by any individual to damage, destroy, tamper with, vandalize and/or otherwise interfere with the operation of the One Billion Rising™ Offerings is a violation of criminal and civil law and One Billion Rising™ will diligently pursue any and all remedies in this regard against any offending individual or entity to the fullest extent permissible by law and in equity.

17. Indemnification. You agree to indemnify and hold One Billion Rising™, its parents and subsidiaries, and each of their respective members, officers, directors, employees, agents, co-branders, content licensors and/or other partners, harmless from and against any and all claims, expenses (including reasonable attorneys' fees), damages, suits, costs, demands and/or judgments whatsoever, made by any third party due to or arising out of: (a) your use of the One Billion Rising™ Offerings; (b) your breach of the Agreement; (c) any dispute between you and any other Member or Visitor; and/or (d) your violation of any rights of another individual and/or entity. The provisions of this Section 17 are for the benefit of One Billion Rising™, its parents, subsidiaries and/or affiliates, and each of their respective officers, directors, members, employees, agents, shareholders, licensors, suppliers and/or attorneys. Each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

18. Disclaimer of Warranties. THE ONE BILLION RISING™ OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND THROUGH SAME ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND/OR FITNESS FOR A PARTICULAR PURPOSE). IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, ONE BILLION RISING™ MAKES NO WARRANTY THAT THE ONE BILLION RISING™ OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND THROUGH SAME: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED; (C) WILL BE FREE OF HARMFUL COMPONENTS; AND/OR (D) WILL BE ACCURATE OR RELIABLE. THE ONE BILLION RISING™ OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND THROUGH SAME MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. ONE BILLION RISING™ WILL NOT BE LIABLE FOR THE AVAILABILITY OF THE UNDERLYING INTERNET CONNECTION ASSOCIATED WITH THE ONE BILLION RISING™ OFFERINGS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ONE BILLION RISING™ OR OTHERWISE THROUGH OR FROM THE ONE BILLION RISING™ OFFERINGS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

19. Limitation of Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT ONE BILLION RISING™ SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ONE BILLION RISING™ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), TO THE FULLEST EXTENT PERMISSIBLE BY LAW FOR: (A) THE USE OR THE INABILITY TO USE THE ONE BILLION RISING™ OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND THROUGH SAME; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, CONTENT AND/OR ANY OTHER PRODUCTS PURCHASED OR OBTAINED FROM OR THROUGH THE ONE BILLION RISING™ OFFERINGS; (C) THE UNAUTHORIZED ACCESS TO, OR ALTERATION OF, YOUR REGISTRATION DATA; AND (D) ANY OTHER MATTER RELATING TO THE ONE BILLION RISING™ OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND THROUGH SAME. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, IN THE AGGREGATE INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND ANY AND ALL OTHER TORTS. YOU HEREBY RELEASE ONE BILLION RISING™ FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED HEREIN. IF APPLICABLE LAW DOES NOT PERMIT SUCH LIMITATION, THE MAXIMUM LIABILITY OF ONE BILLION RISING™ TO YOU UNDER ANY AND ALL CIRCUMSTANCES WILL BE FIVE HUNDRED DOLLARS (\$500.00). **NO ACTION, REGARDLESS OF FORM, ARISING OUT OF YOUR USE OF THE ONE BILLION RISING™ OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND THROUGH SAME, MAY BE BROUGHT BY YOU OR ONE BILLION RISING™ MORE THAN ONE (1) YEAR FOLLOWING THE EVENT WHICH GAVE RISE TO THE CAUSE OF ACTION.** THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND ONE BILLION RISING™. ACCESS TO THE ONE BILLION RISING™ OFFERINGS WOULD NOT BE PROVIDED TO YOU WITHOUT SUCH LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS ON LIABILITY AND IN SUCH JURISDICTIONS THE LIABILITY OF ONE BILLION RISING™ SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

20. Third Party Websites. The Site contains links to other websites on the Internet that are owned and operated by third parties including, without limitation, the Social Media Websites. One Billion Rising™ does not control the information, products or services available on or through these third party websites. The inclusion of any link does not imply endorsement by One Billion Rising™ of the applicable website or

any association with the website's operators. Because One Billion Rising™ has no control over such websites and resources, you agree that One Billion Rising™ is not responsible or liable for the availability or the operation of such external websites, for any material located on or available from or through any such websites or for the protection of your data privacy by third parties. Any dealings with, or participation in promotions offered by, advertisers on the Site, including the payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the applicable advertiser or other third party. You further agree that One Billion Rising™ shall not be responsible or liable, directly or indirectly, for any loss or damage caused by the use of or reliance on any such material available on or through any such site or any such dealings or promotions.

21. Editing, Deleting and Modification. We reserve the right in our sole discretion to edit and/or delete any documents, information or other content appearing on the Site.

22. End-User Information. All materials that you submit through or in association with the Site, including, without limitation, the Registration Data and Member Content, shall be subject to the Privacy Policy. For a copy of the Privacy Policy, please [click here](#). By submitting such Member Content or other materials to us, you: (a) represent and warrant that One Billion Rising's™ use of your submission does not and will not breach any agreement, violate any law or infringe upon any third party's rights; (b) agree that One Billion Rising™ is free to use in any manner all or part of the content of any such Member Content or other materials on an unrestricted basis without the obligation to notify, identify or compensate you or anyone else; and (c) grant One Billion Rising™ all necessary rights, including a waiver of all copyright, trademark, privacy and moral rights, to use all Member Content and/or materials, in whole or in part, or as a derivative work, without any duty by One Billion Rising™ to anyone whatsoever. One Billion Rising™ does not accept unsolicited ideas, works or other materials and you acknowledge that you are responsible for, and bear all risk as to the use or distribution of, any such ideas, works and/or materials.

23. Dispute Resolution Provisions. The Agreement shall be treated as though it were executed and performed in New York, New York and shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflict of law principles). The parties agree that the exclusive jurisdiction and venue of any action with respect to the One Billion Rising™ Offerings, the terms and conditions of the Agreement or the breach of same by any party hereto shall be in the Supreme Court of New York for the County of New York or the United States District Court for the Southern District of New York, and each of the parties hereby submits to the exclusive jurisdiction and venue of such courts for the purpose of such action.

24. Miscellaneous. To the extent that anything in or associated with the One Billion Rising™ Offerings is in conflict or inconsistent with the Agreement, the Agreement shall take precedence. Our failure to enforce any provision of the Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. The parties do not intend that any agency or partnership relationship be created through operation of the Agreement. Should any part of the Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect.

25. Contact Us. If you have any questions about the Agreement, One Billion Rising™ Offerings or the practices of One Billion Rising™, please feel free to contact us as set forth below.

For technical help with the Site, please contact: tech@vday.org.

For all other questions, please contact: info@onebillionrising.org.

One Billion Rising
303 Park Ave South, Suite # 1184
New York, NY 10010-3657