

TERMS OF USE

Please read these Terms of Use (the “Agreement”) carefully. Your use of the Website (as defined below) constitutes your consent to this Agreement.

This Agreement is between you and the Skoll Foundation (the “Administrator” or “we/us”) concerning your use of (including any access to) the Website <https://skoll.org> (together with any materials and services available therein, and successor website(s) thereto, the “Website”), however the website is accessed and/or used, whether via personal computers, mobile devices or otherwise, and other interactive features, applications (including mobile applications) or downloads that are operated by us and made available by us. This Agreement hereby incorporates by this reference any additional terms and conditions posted by the Administrator through the Website, or otherwise made available to you by the Administrator.

1. Changes. We may change this Agreement by notifying you of such changes by any reasonable means, including by posting a revised Agreement through the Website. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Agreement incorporating such changes, or otherwise notified you of such changes.

Your use of the Website following any changes to this Agreement will constitute your acceptance of such changes. The “*Last Updated*” legend above indicates when this Agreement was last changed. We may, at any time and without liability, modify or discontinue all or part of the Website (including access to the Website via any third-party links); charge, modify or waive any fees required to use the Website; or offer opportunities to some or all Website users.

2. Information Submitted Through the Website. Your submission of personal information through the Website is governed by the Administrator’s Privacy Policy (the “Privacy Policy”).

IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH THE WEBSITE, YOU DO SO AT YOUR OWN RISK. FURTHER, ANY OPINIONS, VIEWS, INFORMATION AND OTHER STATEMENTS CONTAINED IN ANY SUBMISSION ARE THE SOLE RESPONSIBILITY OF THE USER WHO POSTED SUCH SUBMISSION, AND NOT THE ADMINISTRATOR.

3. Jurisdictional Issues. The Website is controlled or operated (or both) from the United States, and is not intended to subject the Administrator to any non-U.S. jurisdiction or law. The Website may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Website is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. The Administrator may limit the Website’s availability at any time, in whole or in part, to any person, geographic area or jurisdiction that it chooses.

4. License.

Your Postings. You retain ownership of any information or content you post on our Website (your “Postings”). For each Posting, you hereby grant to the Administrator a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use and exploit such Posting, in any format or media now known or hereafter developed, as necessary or appropriate to make such Posting available in connection with the Website.

Feedback. In addition, if you provide to us any ideas, proposals, suggestions or other materials (“Feedback”), related to the features, functionality and/or operation of the Website, you hereby acknowledge and agree that such Feedback is not confidential, that your provision of such Feedback is gratuitous, unsolicited and without restriction, that the Administrator may use and exploit such Feedback in perpetuity, in any format or media now known or hereafter developed, and for any purpose without any additional consideration to you or any third party, and that such Feedback does not place the Administrator under any fiduciary or other obligation.

Representations and Warranties. You represent and warrant that you have all rights necessary to grant the licenses granted in this section, and that your Postings, and your provision thereof through and in connection with the Website, are complete and accurate, and are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third party. You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding each Posting that you may have under any applicable law under any legal theory.

5. Rules of Conduct. In connection with the Website, you must not, and must not authorize or facilitate any other person to:

- post, transmit or otherwise make available through or in connection with the Website any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment;
- download systematically and store Website content, or harvest or collect information about Users;
- restrict or inhibit any other person from using the Website, or interfere with or disrupt the operation of the Website or the servers or networks used to make the Website available, including by hacking or defacing any portion of the Website; or violate any requirement, procedure or policy of such servers or networks, including by accessing or attempting to access any nonpublic portion of the Website or such servers or networks;
- reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Website except as expressly authorized herein, without the Administrator’s express prior written consent, or remove any copyright, trademark or other proprietary rights notice from the Website;
- reverse engineer, decompile or disassemble any portion of the Website, except where such restriction is expressly prohibited by applicable law;
- frame or mirror any portion of the Website, or otherwise incorporate any portion of the Website into any product or service, without the Administrator’s express prior written consent; or
- use any robot, spider, website search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or otherwise gather Website content, or reproduce or circumvent the navigational structure or presentation of the Website, without the Administrator’s express prior written consent.

You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other services needed to use the Website.

6. Administrator’s Proprietary Rights. We own the Website, which is protected by proprietary rights and laws.

All trade names, trademarks, service marks and logos on the Website are the property of their respective owners. You may not use our trade names, trademarks, service marks or logos in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Website should be construed as granting any right to use any trade names, trademarks, service marks or logos without the express prior written consent of the owner.

7. Third Party Materials; Linked Websites. Certain Website functionality may permit access to materials available by third parties, including Postings (“Third Party Materials”), or allow for the routing or transmission of such Third Party Materials, including via links. By using such functionality, you are directing us to access, route and transmit to you the applicable Third Party Materials.

We neither control nor endorse, nor are we responsible for, any Third Party Materials, including the accuracy, integrity, quality, legality, usefulness or safety of Third Party Materials, or any views or opinions expressed therein or any intellectual property rights therein. Certain Third Party Materials may, among other things, be inaccurate, misleading or deceptive. Nothing in this Agreement shall be deemed to be a representation or warranty by the Administrator with respect to any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials (in whole or part) through the Website at any time. In addition, the availability of any Third Party Materials through the Website does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider.

The Website may contain links to third party websites (“Linked Websites”). The Linked Websites are not under our control, and we are not responsible for the contents of any Linked Website, including without limitation any link contained in a Linked Website, or any changes or updates to a Linked Website. Other Users or the Administrator may provide these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Administrator of the Linked Website, any Third Party Materials associated with the Linked Website, or the information, material, products, or services contained on other Linked Websites or accessible through other Linked Websites. The inclusion of any link does not imply endorsement or any association with the operators of any Linked Website. You may encounter legislative lobbying communications or information favoring or disfavoring candidates in an election for public office at such other Linked Websites, and such material is not attributable to the Administrator.

YOUR USE OF THIRD PARTY MATERIALS AND LINKED WEBSITES IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH THIRD PARTY MATERIALS OR LINKED WEBSITES (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD PARTY MATERIALS OR LINKED WEBSITES).

8. Disclaimer of Warranties. THE WEBSITE AND ANY PRODUCTS AND THIRD PARTY MATERIALS ARE MADE AVAILABLE TO YOU “AS IS” WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. THE ADMINISTRATOR DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE WEBSITE AND ANY PRODUCTS AND THIRD PARTY MATERIALS TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE ON BEHALF OF BOTH THE ADMINISTRATOR AND ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, THE “ADMINISTRATOR AFFILIATES”).

While we try to maintain the timeliness, integrity and security of the Website and the content therein, we do not guarantee that the Website is or will remain updated, complete, correct or secure, or that access to the

Website will be uninterrupted. The Website may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Website. If you become aware of any such alteration, contact us by sending an email via the Feedback link <http://skoll.org/about/contact-us/> with a description of such alteration and its location on the Website.

9. Limitation of Liability. THE ADMINISTRATOR WILL NOT BE LIABLE FOR ANY DAMAGES FOR LOSS OF PROFITS, USE OR DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF POSTINGS (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY POSTINGS) OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. WITHOUT LIMITING THE FOREGOING, THE ADMINISTRATOR WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE WEBSITE OR FROM ANY PRODUCTS OR THIRD PARTY MATERIALS. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE WEBSITE OR ANY PRODUCTS OR THIRD PARTY MATERIALS IS TO STOP USING THE WEBSITE. THE MAXIMUM AGGREGATE LIABILITY OF THE ADMINISTRATOR FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO THE ADMINISTRATOR TO USE THE WEBSITE, OR \$10 USD, WHICHEVER IS GREATER. ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE ON BEHALF OF BOTH THE ADMINISTRATOR AND THE ADMINISTRATOR AFFILIATES.

Applicable law may not allow for limitations on certain implied warranties, or exclusions or limitations of certain damages; solely to the extent that such law applies to you, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have certain additional rights.

10. Indemnity. Except to the extent prohibited under applicable law, you agree to defend, indemnify and hold harmless the Administrator and the Administrator Affiliates from and against all claims, losses, costs and expenses (including attorneys' fees) arising out of (1) your use of, or activities in connection with, the Website (including all Postings); and (2) any violation or alleged violation of this Agreement by you.

11. Termination. This Agreement is effective until terminated. The Administrator may terminate or suspend your use of the Website at any time and without prior notice, including if the Administrator believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination or suspension, your right to use the Website will immediately cease, you must delete and cease using all Confidential Information, and the Administrator may, without liability to you or any third party, immediately deactivate or delete your user name, password and account, and all associated materials, without any obligation to provide any further access to such materials.

12. Governing Law; Jurisdiction. This Agreement is governed by and shall be construed in accordance with the laws of the State of California, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. You agree to exclusive jurisdiction of the federal and state courts located in the City and County of Santa Clara, State of California, U.S.A., and waive any jurisdictional, venue or inconvenient forum objections to such courts.

13. Filtering. We hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available from GetNetWise (<http://www.getnetwise.org/>) and OnGuard Online (<http://www.onguardonline.gov/>). Please note that the Administrator does not endorse, promote or vet any of the products or services listed on such websites.

14. Information or Complaints. If you have a question or complaint regarding the Website, please send an e-mail via Feedback link on the Website. Please note that e-mail communications will not necessarily be secure; accordingly you should not include sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

15. Copyright Infringement Claims. The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Website infringe your copyright, you (or your agent) may send to the Administrator a written notice by mail, e-mail or fax, requesting that the Administrator remove such material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send to the Administrator a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices must be sent in writing to the Secretary, Skoll Foundation, by mail to 333 Bush Street, Suite 1550, San Francisco, CA 94104, or by email to secretary@skoll.org.

We suggest that you consult your legal advisor before filing a DMCA notice or counter-notice.

16. Export Controls. You are responsible for complying with United States export controls and for any violation of such controls, including any United States embargoes or other federal rules and regulations restricting exports. You represent, warrant and covenant that you are not (1) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a “terrorist supporting” country; (2) on any of the U.S. government lists of restricted end users.

17. Miscellaneous. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and the Administrator. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in this Agreement shall be construed as if followed by the phrase “without limitation.” This Agreement, including any terms and conditions incorporated herein, is the entire agreement between you and the Administrator relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and the Administrator relating to such subject matter. Notices to you (including notices of changes to this Agreement) may be made via posting to the Website or by email (including in each case via links), or by regular mail. Without limitation, a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The Administrator will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.