

Niños Matter

TERMS OF USE AND SERVICE

Welcome to www.ninosmatter.org (the “Website”), which is owned and operated by Niños Matter (“Niños Matter”, the “Company”, “we”, “us” or “our”). All references to the Website include this URL, as well as micro-sites related to this URL, as well as other websites or pages owned by the Company. All references to the Company include the affiliates of the Company.

Please read this Terms of Use and Service document (hereinafter referred to as this “Agreement”) carefully before using this Website, including without limitation before using any of the features or content provided by this Website.

YOUR INTERACTIONS WITH US MAY INCLUDE CORRESPONDENCE BY TEXT. PLEASE NOTE THAT STANDARD TEXT MESSAGE RATES MAY APPLY AND YOU ARE RESPONSIBLE FOR ANY COSTS OR FEES INCURRED IN CONNECTION WITH SENDING OR RECEIVING TEXTS TO OR FROM US.

This Agreement applies to all visitors, users, and others who wish to access or use this Website for any purpose (“User” or “you” or “your”). The Company provides this Agreement to notify all such users of the Company’s terms and conditions which govern their use of this Website.

YOUR ACCESS TO AND USE OF THIS WEBSITE IS CONDITIONED UPON YOUR ACCEPTANCE OF AND COMPLIANCE WITH, WITHOUT MODIFICATION, THIS AGREEMENT.

BY CONTINUING TO ASSESS AND/OR USE THIS WEBSITE YOU HEREBY AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE NIÑOS MATTER PRIVACY POLICY (AS DEFINED HEREIN), AND ALL OTHER POLICIES OF THE COMPANY AS OF THE DATE OF YOUR FIRST USE OF THIS WEBSITE.

NO CHANGES (ADDITIONS OR DELETIONS) BY YOU TO THIS AGREEMENT WILL BE ACCEPTED BY THE COMPANY. IF YOU DO **NOT** AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU SHOULD **NOT** USE THIS WEBSITE.

THIS AGREEMENT IS A LEGALLY BINDING CONTRACT GOVERNING THIS WEBSITE. YOU SHOULD DOWNLOAD AND PRINT THIS AGREEMENT FOR YOUR RECORDS.

By visiting this Website, you agree to the following:

1. DEFINITIONS.

In addition to all other defined terms in this Agreement, the following terms have the following meaning:

- (i) “Access Right” has the meaning set forth in Section 2 herein.
- (iii) “Niños Matter Privacy Policy” has the meaning set forth in Section 4 herein.
- (vi) “Company IP Assets” has the meaning set forth in Section 3 herein.
- (vii) “Content” has the meaning set forth in Section 2 herein.

(viii) "Server" or "Company Server" means the computer software or hardware that serves and hosts the Website to users across the Internet.

(x) "User" has the meaning set forth above in this Agreement.

2. ACCESS; CONDITIONS TO USE OF THIS WEBSITE

2.1 Subject to all of the terms and conditions of this Agreement, Company hereby grants to a User a non-exclusive, revocable, and limited right to access and use this Website in strict compliance with this Agreement ("Access Right") or with any other agreement that the User has entered into with the Company. The Company reserves the right to suspend or revoke this Access Right at the Company's discretion without notice. Notwithstanding the foregoing Access Right, Company also has the right to change, suspend, or discontinue any (or all) aspects or features of this Website at any time, and from time to time, including the availability of any content or features on this Website. This Access Right granted to a User under this Agreement will immediately terminate upon the expiration, cancellation or termination of this Agreement for any reason.

2.2 User shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to or access this Website, including, without limitation, Internet connections, modems, hardware, software, and long distance or local telephone service.

2.3 As a condition of each user's use of this Website, each user hereby covenants to Company that: (a) User shall not use the Website: (i) for any unlawful purpose or for any purpose that is prohibited by this Agreement; or (ii) in any manner that could damage, disable, overburden, or impair this Website or any Servers, or that would interfere with any other party's use and enjoyment of this Website; and (b) User shall not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through this Website.

2.4 Notwithstanding any assistance that Company may provide, the User assumes sole responsibility for the uploading and updating of any Content of that User (if any) as may be available through this Website or Application.

2.5. Users further agree as follows:

2.5.1 Without limiting the generality of the foregoing, each user agrees to all of the following provisions: (a) User will not upload to, distribute or otherwise publish through this Website any data, information, messages, text, photos, graphics, videos, messages, tags, works, material or any other content, including, without limitation, any personal identifiable information (collectively, "Content") that is unlawful, libelous, defamatory, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, obscene, or otherwise objectionable; (b) User will not upload or transmit any Content that would violate the rights of any party, would constitute or encourage a criminal offense, or would otherwise create liability or violate any local, state, federal or international law, (c) User will not upload or transmit any Content that may infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party anywhere; (d) User will not impersonate any person or entity or otherwise misrepresent the User's affiliation with a person or entity; (e) User will not distribute or publish unsolicited promotions, advertising, or solicitations for any goods, services or money, including junk mail and junk e-mail; (f) User will not use this Website for purposes not authorized by

Company; and (g) User will not use this Website or Application for any illegal purpose or any fraudulent scheme or transaction.

2.5.2 In addition to the rights given to Company pursuant to any provision in this Agreement or in the Niños Matter Privacy Policy, User hereby grants Company a perpetual, worldwide, transferable, fully paid up right to use any User's Content to: (i) provide the User with, and to otherwise carry out, the features and functions of this Website or to carry out any other functions or uses normally intended for users, (ii) to assist or coordinate with any claims arising out of the use of this Website; and (iii) for any other lawful purpose in carrying out the Company's corporate purpose, business, or operations.

2.6 Without limiting the generality of any other provisions herein, User agrees to all of the following provisions: (a) Users are prohibited from violating or attempting to violate the security of this Website or any Company Server (as defined herein), including, without limitation, (i) accessing data not intended for such User or logging into a server or account which the User is not authorized to access; (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (iii) attempting to interfere with service to any user, host, or network; or (iv) sending unsolicited e-mail, including promotions and/or advertising of products or services; (b) any violations of any system or network security (including, but not limited to, that of this Website or any Company Server) may result in civil or criminal liability; and (c) Company has the right to investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations. Company also reserves the right to cooperate with any and all law enforcement agencies, including complying with warrants, court orders and subpoenas and disclosing to law enforcement agencies any information about any User and anything a User does with respect to this Website. By User's use of this Website, each User authorizes Company to take such action.

2.7 In the event this Website, now or in the future, allows User to upload, transmit, or otherwise contribute any Content to the Website, User hereby represents and warrants to Company that User has the lawful right to distribute and reproduce such Content. Also, User is solely responsible for its conduct (and the conduct of its users) while using the Website, including, but not limited to, all Content in any folders or web pages (if any), or through any other transactions or interactions User generates, transmits, or maintains via the Website. Company takes no responsibility for any such online distribution or publication by User or by any other party. Company cannot and will not review every message or other Content that User or any other party may generate or post, and Company is not responsible for the Content thereof.

2.8 In addition to any other right to terminate this Agreement, Company hereby has the absolute right to immediately terminate, without warning, any account that it believes, in its sole discretion, breaches any of the provisions of this Section.

3. COPYRIGHTS, TRADEMARKS, AND OTHER INTELLECTUAL PROPERTY RIGHTS; RESERVATION OF RIGHTS.

3.1 The Company's policy is to respect the copyright, trademarks, and intellectual property rights of others. Company has the absolute right to (i) immediately terminate, without warning, all rights (including, without limitation, all Access Rights and any rights of any User who (in Company's

determination) appear to infringe upon the copyright, trademarks, or intellectual property rights of others, and/or (ii) remove any such Content from a User from the Website, in Company's determination, may infringe the copyright, trademarks, or other intellectual property rights of any third party.

3.2 Each User agrees to the following:

3.2.1 Company or its licensors own all rights, title and interest, in the U.S. and elsewhere, in and to all trademarks, service marks (whether registered or common law marks), logos, and any other trade names displayed on or in the Website (hereinafter collectively referred to as "Trademarks/Trade Dress"). Users shall not use any Trademarks/Trade Dress in connection with any product or service that is not owned by the Company in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits the Company. All other trademarks not owned by the Company that appear in the Website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by the Company.

3.2.2 All content included on or made available through the Website, including without limitation any text, graphics, logos, page headers, button icons, scripts, images, audio clips, digital downloads, and data compilations, and all copyrights contained or arising out of the foregoing, is and shall remain the sole property of the Company or its licensors and are protected by United States and international copyright laws (collectively, "Works").

3.2.3 Without limiting the provisions of Section 3.2.1 or 3.2.2 above, User hereby acknowledges and agrees that the Company or its licensors are the sole owners, worldwide, of all Trademarks/Trade Dress (as defined in Section 3.1.1 above), all Works (as defined in Section 3.1.2 above), and any and all other inventions, patents, logos, images, graphics, photos, videos, icons, content, features, functionalities, data, processes, techniques, software, website designs, copyrights, works, and all other intellectual property provided in, made available by using, or otherwise contained or embodied in, all the Websites or otherwise used by Company or any other aspect of Niños Matter's business (collectively "Company IP Assets").

3.3 The Company IP Assets are protected by the copyright, patent, trademark, and/or other intellectual property laws of both the United States and other countries. This Agreement shall not be interpreted to: (i) grant any rights to any User in or to any of the Company IP Assets except for the limited Access Right set forth and subject to the terms and conditions of Section 2.1 of this Agreement; or (ii) transfer any rights in any Company IP Assets or in any other Company intellectual property rights from Company to any Users.

3.4 Company IP Assets may not be used by User without the prior written permission from the Company, and then only with proper acknowledgement. Any rights not expressly granted herein to User are reserved to Company. In addition to any other conditions on User's Access Right as set forth in this Agreement, User's Access Right is subject to the following additional conditions: (i) User shall *not* modify, disassemble, decompile or reverse translate or create derivative works from any of the Company IP Assets or otherwise attempt to derive any source code of the same or let any third party do the same; (ii) no copyrighted material, content, or any other Company IP Assets may be downloaded, modified, copied, displayed, transferred, distributed, sold, published, broadcast or otherwise used except as expressly stated either in such materials or in this notice without the express prior written permission of Company (which Company may or may not grant in its sole discretion); (iii) User shall not

remove, alter, cover or obscure any copyright notices or other proprietary rights notices of Company or any other party placed on or embedded in the Company IP Assets and shall otherwise retain all such notices on all copies of the same; and (iv) use of any of the Company IP Assets is prohibited unless User is an authorized User in good standing. Unauthorized use is a violation of copyright and other intellectual property rights and is actionable under law.

3.5 User agrees to keep strictly confidential all Company IP Assets that have not been made publicly available by Company. User also acknowledges and agrees that the terms and conditions of this provision shall survive the cancellation, expiration or termination of this Agreement for any reason.

4. PRIVACY

4.1 User agrees that: (i) if the User has any User Content or any User login or password that it uses in association with this Website, then User is solely responsible for maintaining the confidentiality of the same; and (ii) if the User has any login or password associated with this Website, then User (a) is solely responsible for all uses of its login and password regardless of whether these uses are authorized by User, and (b) User will immediately notify Company of any unauthorized use of the User's login and password.

4.2 Your use of the Website, as well as your interactions with the Company otherwise, is subject to the Company's Privacy Notice located at [\[REDACTED\]](#), incorporated herein by reference, which applies to the collection, use, disclosure and other processing of personal information by Company ("Niños Matter Privacy Policy"). As a result of such incorporation, each User hereby agrees to comply with the Niños Matter Privacy Policy, as it may be amended from time to time by the Company. For clarity, and without limiting the generality of the foregoing, if you visit a Company store, and provide your contact information at check-out, your visit to the store is considered to be subject to the Company Privacy Policy.

4.3 Without limiting any other provisions of this Agreement, all of the terms and conditions of the following are hereby incorporated into this Agreement by this reference:

(i) All of the terms and conditions of the Niños Matter Privacy Policy (as defined above), which shall govern all Users of the Website.

5. Intentionally Omitted.

6. DISCLAIMER OF WARRANTIES

THE WEBSITE, ANY OTHER NIÑOS MATTER IP ASSETS, AND ALL CONTENT PROVIDED ON OR THROUGH THE WEBSITE ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, AND COMPANY EXPLICITLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT.

NEITHER THE COMPANY, ITS AFFILIATES, NOR ANY PERSON ASSOCIATED WITH THE COMPANY OR ITS AFFILIATES MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE, ANY OF THE COMPANY IP ASSETS OR THEIR CONTENT.

WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY, ITS AFFILIATES, NOR ANYONE ASSOCIATED WITH THE COMPANY OR ITS AFFILIATES REPRESENTS OR WARRANTS THAT THE WEBSITE, OTHER NIÑOS MATTER IP ASSETS, OR THEIR CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT ANY OF THE WEBSITE OR THE COMPANY SERVERS THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE, OTHER NIÑOS MATTER IP ASSETS, OR THEIR CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

7. LIMITATION OF LIABILITY

REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, ITS LICENSORS, ITS CONTENT PROVIDERS, OR ANY OF THE COMPANY'S OR ITS AFFILIATES' DIRECTORS, EMPLOYEES, PARTNERS, AGENTS, SUCCESSORS OR ASSIGNS (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "COMPANY GROUP"), BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY OTHER NIÑOS MATTER IP ASSETS, OR THEIR CONTENT, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. USE OF THE WEBSITE, OTHER NIÑOS MATTER IP ASSETS, AND THEIR CONTENT IS AT YOUR SOLE RISK. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, THE PARTIES AGREE THAT THE COMPANY'S (AND THE ENTIRE COMPANY GROUP'S) TOTAL AGGREGATE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM, WILL NOT EXCEED THE TOTAL AMOUNT OF PAYMENTS OR OTHER FEES ACTUALLY RECEIVED IN THE PRIOR TWELVE MONTH PERIOD BY THE COMPANY FROM A USER UNDER THIS AGREEMENT.

8. INDEMNIFICATION. Each user hereby agrees to defend, indemnify and hold harmless the Company, its affiliates, and their officers, directors, employees, agents, licensors, content providers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) resulting from your violation of these Agreement or your use of the Website, any other Niños Matter IP Assets, or any content provided therein.

9. ACCESSIBILITY STATEMENT.

The Company is committed to providing outstanding service to people with disabilities — and want everyone to be able to access and use this Website.

THE FOLLOWING SETS FORTH THE NIÑOS MATTER'S ACCESSIBILITY STATEMENT FOR THIS WEBSITE:

We are committed to making our website as accessible as possible to people with special needs, including those with visual, hearing, cognitive and motor impairments. We're constantly working towards improving the accessibility of our website to ensure we provide equal access to all of our users.

We always make sure that our website follows accessibility best practices by following the principles of universal design. This ensures the site is flexible and adaptable to different users' needs or preferences and is accessible through a variety of different technologies, including mobile devices or assistive technologies.

Web Content Accessibility Guidelines (WCAG) 2.0

We are committed to accessibility and believe that all of our consumers should be able to fully and completely access and use our digital offerings. This is an ongoing commitment, and we will continue its efforts to ensure its website is accessible to, and usable by, all persons including those with disabilities.

Wherever possible, we leverage Web Accessibility Developer Tools to ensure WCAG 2.0 compliance is met, and use general best practices provided by Web Content Accessibility Guidelines.

We welcome feedback on your experience on this site. If you have any accessibility comments or concerns, or if you would like to request any modifications, please let us know: termsandconditions@ninomatter.org.

Give Us Your Feedback

We are committed to providing an accessible service. If you experience problems or have any suggestions for improvement, please get in touch with us. We do continuous improvement based on your feedback.

Email: termsandconditions@ninomatter.org

We will do our best to respond to feedback within 3 business days

10. LINKS TO THIRD-PARTY WEBSITES. This Websites may contain links to third-party websites. These links are provided for your convenience only. Company has no control over third-party websites and we are not responsible for the content of such websites or the privacy practices of those third-party websites. If you decide to access a third-party website linked from the Website, you do so entirely at your own risk and your use of those sites is subject to those websites' terms and conditions and privacy policies.

11. GOVERNING LAW; JURISDICTION

READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND IMPACTS HOW CLAIMS YOU AND THE COMPANY MAY HAVE AGAINST EACH OTHER ARE DETERMINED.

11.1 Governing Law. The laws of the California, excluding its conflict of laws rules shall govern this Agreement, the Niños Matter Privacy Policy, and any other policies of the Company.

11.2 Jurisdiction You hereby expressly agree that exclusive jurisdiction for any claim or dispute with us (or any of our affiliates) or relating in any way to your use of the Site or any Services resides in the courts of the County of Los Angeles, State of California, and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the County of Los Angeles, State of California, in connection with any such dispute and including any claim involving us or our affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers. YOU

AGREE THAT ANY CAUSE OF ACTION OR CLAIM THAT YOU MAY HAVE WITH RESPECT TO YOUR USE OF THE SITE OR OUR SERVICES, ANY PURCHASE, OR ANY CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE SITE OR OUR SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE ACT OR OMISSION GIVING RISE TO THE CLAIM OR CAUSE OF ACTION AROSE.

12. TERMINATION OF THIS AGREEMENT. We may terminate this Agreement or terminate or suspend your access to the Website (or any portion, aspect or feature of thereof) , and/or prohibiting you from using or accessing the Website for any reason (including without limitation your breach of this Agreement or the Niños Matter Privacy Policy), or for no reason, at any time in our sole discretion, with or without notice to you, effective immediately, which may result in the forfeiture and destruction of all information or other content associated with you and your activities in connection with the Website. In the event of termination for any reason you will still be bound by your obligations under these Agreement, including the representations and warranties made by you, and by the disclaimers and limitations of liability. Additionally, we will not be liable to you or any third party for any termination of your access to the Website.

13. MISCELLANEOUS PROVISIONS

13.1 Entire Agreement; Waiver; Severability. This Agreement constitute the entire agreement between Company and each User with respect to the subject matter hereof, and supersedes and replaces any prior agreements we might have had between us regarding such subject matter. Company's failure to enforce any right or provision of this Agreement will not be considered a waiver of those rights. If any provision of this Agreement is held to be invalid or unenforceable by a court, the remaining provisions of this Agreement will remain in effect.

13.2 Remedies. User acknowledges that monetary damages may not be a sufficient remedy for unauthorized use of the Site or any of the Services and therefore User agrees that Company shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court or arbitration panel of competent jurisdiction without necessity of posting a bond and without having to plead and prove lack of an adequate remedy at law.

13.3 Attorney Fees. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court and, if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.

13.4 Binding Effect; No Assignment by Client; Permissible Assignment by the Company. This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; *provided, however,* that User may not assign this Agreement, in whole or in part, without the prior written consent of Company (which it may or may not grant in its discretion). Any purported assignment in violation of this Section shall be void. Company shall have the right to assign this Agreement, or any part of it, in its sole discretion to any party, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by such successors and assigns.

13.5 Modifications to this Agreement. Company reserves the right, at our discretion and at any time, to make changes to any of the provisions of this Agreement, the Niños Matter Privacy Policy, and/or any other Company polices (collectively, "Changes").

All such Changes will take effect immediately upon their posting on the Website. The Company reserves the right to make any and all Changes without providing individualized notice to a User. YOU HEREBY ACKNOWLEDGE AND AGREE THAT ANY ACCESS OR USE OF THIS WEBSITE BY YOU AFTER NOTICE OF ANY SUCH CHANGES TO THIS AGREEMENT, THE NIÑOS MATTER PRIVACY OR TO ANY OTHER COMPANY POLICY SHALL CONSTITUTE AND BE DEEMED TO BE YOUR ACCEPTANCE OF ALL SUCH CHANGES TO THE FOREGOING, THUS, YOU SHOULD REGULARLY REVIEW AND PRINT THIS AGREEMENT FOR YOUR RECORD

14. CONTACT INFORMATION

If you have any questions about the Website or this Agreement in general, please contact us by any of the following methods:

At: termsandconditions@ninosmatter.org