

## **PRIVACY POLICY**

Effective Date of Policy: April 8, 2020

Welcome! Below you will find the privacy policy for Safe Call Now ("we" or "us").

We are dedicated to protecting your privacy and handling any personal information we obtain from you with care and respect. The Safe Call Now Privacy Policy (the "**Policy**" or the "**Privacy Policy**") is designed to answer your questions regarding how we collect, protect, use and share information obtained through the Safe Call Now website, [www.safecallnowusa.org](http://www.safecallnowusa.org) (the "**Site**"), other Safe Call Now websites, the Safe Call Now mobile application and other applications ("**apps**") that we operate and that link to this Privacy Policy (collectively, the "**Services**"). Safe Call Now may maintain other websites and apps, which are governed by their own privacy policies.

Please see our Terms of Use which governs the use of the Services. **We encourage you to read this Policy before using the Services, and not to use the Services if you disagree with any part of this Policy. By using the Services or by clicking a box that states that you accept or agree to this Policy, you signify your agreement to the terms and conditions of this Policy.**

The Services are controlled and operated by Safe Call Now, and are not intended to subject Safe Call Now or any affiliated entity to the laws or jurisdiction of any state, country or territory other than that of the United States. We may limit the availability of the Services, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time in our sole discretion.

### **I. INFORMATION THAT WE COLLECT ON OR THROUGH THE SERVICES**

#### **A. Personal Information**

In this Policy, when we use the term "**Personal Information**", we mean any information that can be used to identify or contact a specific individual, such as the individual's name, postal address, email address and telephone number.

Visitors to the Services may register and opt-in to receive Safe Call Now email newsletters by providing their email address and zip code (children under 18 cannot opt-in for this email newsletter). We also may collect Personal Information through surveys, questionnaires, or optional Visitor submission forms. Your participation in such activities is entirely voluntary.

It is possible that Personal Information and other data that you furnished through the Services may remain in our system (such as in backups of the Services' data) and can be used by us in accordance with this Policy. PLEASE NOTE THAT WE ARE NOT RESPONSIBLE FOR THE USE BY OTHERS OF ANY PERSONAL INFORMATION YOU DISCLOSE IN YOUR PROFILE OR ON PUBLIC-FACING AREAS OF THE SERVICES.

We may receive your Personal Information from other sources, such as public databases.

## **B. Collection of Information by Our Service Providers and Use of Cookies and Other Technologies**

We and third parties who provide services to us may also collect certain information automatically when you visit the Services, including through the use of cookies and web beacons, such as the browser you are using (e.g., Safari, Internet Explorer, Chrome, Mozilla Firefox, etc.), the internet address from which you linked to the Services, the operating system of your computer (e.g., Microsoft Windows, iOS, Android, etc.), the unique IP address of the computer you used to access our Services and usage and browsing habits. We may use this information to administer and improve your experience on our Services, to help diagnose and troubleshoot potential server malfunctions, and to gather use and demographic information. Some of these third parties may use this information for other purposes.

Our web pages and our e-mail newsletters may contain "web beacons." Web beacons are small pieces of data embedded with images on pages of the Services or in emails, which allow us to collect information such as the number of users that have visited a web page or opened an email.

## **C. Non-Personal Information**

Non-Personal Information is aggregated information, demographic information, high-level location information, such as the browser language and country during the user session, and other information that does not reveal a person's specific identity. We may collect Non-Personal Information (e.g., interests, etc.) when you voluntarily provide such information to us, such as through survey responses. Such information constitutes Non-Personal Information because, unless combined with your name or other Personal Information, it does not personally identify you or any other user.

Additionally, we may aggregate Personal Information in such a manner that the end product does not personally identify you or any other user of the Services. For example, we might use Personal Information to calculate the percentage of our users who live in a particular state. Such aggregate information is considered Non-Personal Information for purposes of this Policy.

## **II. HOW WE USE INFORMATION COLLECTED ON THE SITE**

### **A. How We Use Personal Information**

We use Personal Information to process requests made through our Services, such as requests to receive our e-newsletters and or comments submitted through our Services. You may opt-out of receiving our e-newsletters at any time by updating your subscription selection by clicking the "unsubscribe" link located at the bottom of all newsletters, or by emailing your request to [contact@safecallnowusa.org](mailto:contact@safecallnowusa.org)

*Fulfillment of Requests.* We may use Personal Information about you to fulfill the purpose for which such information was provided (e.g., to send newsletters to you or respond to your requests or inquiries and provide related customer service).

*Additional Communications.* If you register to sign up to receive one of our e-newsletters, we may use the Personal Information submitted in connection with your application to contact you with surveys or important communications regarding Safe Call Now. We may additionally use Personal Information to contact you about Safe Call Now content, features, opportunities, and products that may be of interest to you.

*Internal Operations and Analysis.* We may also use Personal Information about you for our internal business purposes, such as data analysis, audits, enhancing or modifying our products and services, and so forth.

## **B. How We Use Information Collected Via Cookies and Other Technologies**

We use information collected via cookies, web beacons and other technologies as described above, under “Collection of Information by Our Service Providers and Use of Cookies and Other Technologies.”

## **C. How We Use Non-Personal Information**

Because Non-Personal Information does not personally identify you, we may use or disclose such information for any purpose. For instance, we may compile and share aggregate data about the geographic locations or other demographics of our Members, provided that this information does not personally identify any of these Members.

## **III. HOW WE DISCLOSE INFORMATION COLLECTED ON THE SERVICES**

Except as expressly provided in this Policy, we will not share any Personal Information about you without your prior consent.

*Your Posted Reviews and Comments.* If you post a comment, the contents of those postings may be displayed on our Site. By choosing to post or comment on the site, you have given consent for the contents of your post to be publicly displayed.

*Third Party Service Providers.* We may work with third parties who provide services such as data analysis, payment or donation processing, order fulfillment, infrastructure provision, information technology services, content personalization, email delivery services, and market research or third parties who provide other services to help improve or operate our Services. We may share Personal Information about you with third parties solely for the purpose of enabling them to provide these services to us. These service providers are given access to Personal Information needed to perform their functions, but are restricted from using the Personal Information for purposes other than providing services for us.

*Law Enforcement; Emergencies; Compliance.* Notwithstanding any other provision of this Policy to the contrary, we reserve the right to use your Personal Information, and to disclose

it to others, as we believe to be necessary or appropriate: (a) under a requirement of applicable law, (b) to comply with legal process, (c) to respond to governmental requests, (d) to enforce our Terms of Service, (e) to protect our operations, (f) for assistance in fraud detection and prevention; (g) to protect the rights, privacy, safety or property of Safe Call Now, you or others, (h) to permit us to pursue available remedies or limit the damages that we may sustain, and (i) in connection with a disposition of all or a substantial portion of our business, assets or stock, such as the sale of the Site or Services, a merger, consolidation, reorganization, joint venture, assignment, or bankruptcy or similar proceedings.

#### **IV.**

#### **V. Donor Privacy Policy**

At Safe Call Now, we are strongly committed to protecting the privacy of our donors. We are dedicated to protecting your privacy and handling any personal information we obtain from you with care and respect.

We are not in the business of renting, selling, or trading our donors' names or personal information, nor of sending mailings to our donors on behalf of other organizations. If this should ever change, we would only do so with your prior consent.

We may use third-party service providers to provide certain services on our behalf, including to process donations. To the extent that any third-party service provider is used to process donations, that service provider has assured Safe Call Now it will not use personal donor information for any purpose other than what is necessary to process the gift transaction for Safe Call Now. And any additional service providers, such as email providers, are given access to personal donor information only as needed to provide their functions for Safe Call Now.

This policy applies to all donor personal information received by Safe Call Now, both online and offline, on any Platform ("Platform", includes the Safe Call Now website and mobile applications), as well as through any electronic, written, or oral communications.

#### **VI. IMPORTANT DISCLOSURES, PRACTICES AND CONTACT INFORMATION**

*Links.* This Privacy Policy does not address, and we are not responsible for, the privacy, information or other practices of any third party, including any third party operating any site or service to which the Services link. The inclusion of a link on the Services does not imply our endorsement of the linked site or service. In addition, we are not responsible for the information collection, use, disclosure or security policies and practices of other organizations, such as Facebook, Apple, Google, Microsoft, RIM or any other app developer, app provider, social media platform provider, operating system provider, wireless service provider or device manufacturer.

*Security.* We seek to use reasonable administrative, organizational, technical, and physical measures to help protect the Personal Information you provide to us. Unfortunately, no data transmission or storage system can be guaranteed to be 100% secure. If you have reason to believe that your interaction with us is no longer secure, you should immediately notify us in accordance with the section below entitled "Contacting Us." Please note that if you notify us by physical mail, this will delay the time it takes for us to respond to the problem.

*Updating Your Personal Information.* You can update your Personal Information at any time by providing it through our contact submission form.

Please note we are unable to update or delete any of your Personal Information that has been shared with a third party as permitted in this Policy or with your consent. Also, please note that we may need to retain certain information for recordkeeping purposes, and there also may be some residual information that will remain within our databases and other records (such as in backups of the Site's data), which may not be removed.

*Changes to the Privacy Policy.* We reserve the right to change this Policy, and any changes to our Policy will become effective upon our posting of the revised Policy on the Site. Use of the Services following such changes constitutes your acceptance of the revised Policy then in effect. If we make changes to this Policy we will take reasonable steps to alert users of the Services that the Policy has been updated.

## **VII. CONTACTING US**

If you have any questions about this Policy, or the practices of the Services, please contact us at [contact@safecallnowusa.org](mailto:contact@safecallnowusa.org) Or write to us at:

Safe Call Now  
c/o Corbin and Kaiser, LLC  
1107 9th Street, Suite 880  
Sacramento, CA 95814

## **VIII. NOTICE TO CALIFORNIA RESIDENTS**

Safe Call Now will not share the contact information, including email address and/or zip code, that was shared by any registered users unless they have specifically opted-in and chosen to have their information shared with affiliates and like-minded coalitions.

California Civil Code Section 1798.83 permits California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to or write us [contact@safecallnowusa.org](mailto:contact@safecallnowusa.org) or you may contact us via regular mail at:

Safe Call Now  
c/o Corbin and Kaiser, LLC  
1107 9th Street, Suite 880  
Sacramento, CA 95814

## **TERMS OF USE**

Welcome to the Internet website [www.safecallnowusa.org](http://www.safecallnowusa.org) (this “**Site**”), which has been developed and is controlled and maintained by Safe Call Now (“**SCN**”). Please note that while this Site is owned and operated by SCN, the services provided on this Site may be performed by entities affiliated with or under contract to SCN. SCN and any and all such affiliated or contracted entities are collectively referred to herein as “**we**,” “**us**” or “**our**”.

**PLEASE READ THESE TERMS OF USE (“Terms of Use”) CAREFULLY BEFORE USING THIS SITE. By using this Site or by clicking a box that states that you accept or agree to these terms, you signify your agreement to these Terms of Use. If you do not agree to these Terms of Use, please exit the Site immediately, as you are not authorized to use the Site.**

You acknowledge that these Terms of Use are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. From time to time, these Terms of Use may be changed, expanded or amended, and may include the introduction of additional Terms of Use for certain Site features. Any changes to these Terms of Use may be made without notice and will be effective immediately upon posting on the Site, so please be sure to review them on a regular basis. The effective date appearing at the top of this page indicates when the latest changes were made to these Terms of Use.

## **2. MATERIALS ON THE SITE AND RELATED RIGHTS AND RESTRICTIONS**

The information and materials provided through the Site, including any data, text, photographs, graphics, images, music, audio and video clips, logos, icons, software and links (collectively, the “**Materials**”) are intended to educate and inform you. The Site is owned and operated by SCN in conjunction with others pursuant to contractual arrangements, and the Materials (and any intellectual property and other rights relating thereto) are and will remain the property of SCN and its licensors and suppliers. The Materials and the selection, compilation, collection, arrangement and assembly thereof are protected by U.S. and international copyright, trademark and other laws, and you acknowledge that these rights are valid and enforceable. The Materials may be used solely to the extent necessary for your authorized use of the Site, as provided in these Terms of Use or as expressly authorized in writing by SCN or, if so indicated in writing by SCN, its licensors or suppliers. Modification of the Materials or use of the Materials for any other purpose is a violation of our copyright and other proprietary rights, and is strictly prohibited. We may change the Site or delete Materials or features at any time, in any way, for any or no reason. You acknowledge that you do not acquire any ownership rights by using the Site or the Materials.

Although SCN strives to provide Materials that are both useful and accurate, laws, regulations, data and other information change frequently and are subject to varying interpretations. In addition, the facts and circumstances of every situation differ. Accordingly, although SCN endeavors to use reasonable care in assembling the Materials, the Materials may not be up-to-date, accurate or complete. Further, the Materials should not be construed as professional advice on any subject matter, and availability or use of the Materials is not intended to create, and does not create, any professional services relationship.

Please note that portions of the Materials have been contributed to the Site by various individuals. The inclusion of such information does not indicate any approval or endorsement of the views expressed therein. Information provided by individuals, whether publicly posted or privately transmitted, is the sole responsibility of the person providing such information. Please understand that SCN expressly disclaims any liability with respect to such materials.

The trademarks, logos and service marks displayed on the Site (collectively the “**Trademarks**”) are the registered and unregistered trademarks of SCN, SCN’s licensors and suppliers, and others. The Trademarks owned by SCN, whether registered or unregistered, may not be used in connection with any product or service that is not SCN’s, in any manner that is likely to cause confusion with SCN or in any manner that disparages SCN. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark without the express written permission of SCN, SCN’s licensors or suppliers, or the third party owner of any such Trademark. Misuse of any Trademarks is prohibited, and SCN will aggressively enforce its intellectual property rights in such Trademarks, including via civil and criminal proceedings.

### **3. SUBMISSION OF MATERIALS**

SCN welcomes and values your contributions to the Site in areas designated for contribution. In such areas, users may post reviews, comments and other content, so long as you adhere to SCN’s Submission Guidelines, these Terms of Use and our Privacy Policy.

Please note that, because we and our designees allow users to submit for posting personal stories and other information on the Site and may in the future host other types of forums on the Site (collectively, the “**Forums**”) and, therefore, redistribute materials you give to us, we require certain rights in those materials. Accordingly, by sending or transmitting to us reviews, comments, creative suggestions, ideas, notes, concepts, information or other materials (collectively, “**Submissions**”), or by posting such Submissions to any area of the Site, you grant us and our designees a worldwide, non-exclusive, sublicensable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable right and license to use, reproduce, distribute (through multiple tiers), modify, edit, create derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale and import such Submissions, alone or as part of other works, in any media now known or hereafter developed, for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions. None of the Submissions will be subject to any obligation, whether of confidentiality, attribution or otherwise, on our part and we will



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Our Forums, including submissions of personal stories, are designed to facilitate the exchange of information between users. Information on our Forums is provided by our staff and other contributors, some of whom use anonymous screen names and are people not otherwise connected with SCN. You acknowledge that a large volume of information is available in our Forums and that people participating in such Forums occasionally post messages or make statements, whether intentionally or unintentionally, that are inaccurate, misleading or deceptive. We neither endorse nor are responsible for such messages or statements, or for any opinion, advice, information or other content made or displayed on the Site or Forums by third parties, whether such third parties are visitors to the Site, members of the SCN community or others. The opinions expressed in the Forums reflect solely the opinion(s) of the participants and may not reflect the opinion(s) of SCN. We are not responsible for any errors or omissions in articles or postings, for hyperlinks embedded in messages or for any results obtained from the use of such information. Under no circumstances will we or our affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on such information obtained through the Site.

We have no obligation to monitor the Site or the Forums, or any Submissions or other materials that you or other third parties transmit or post on the Site or the Forums. You acknowledge and agree that we and our affiliates have the right (but not the obligation) to monitor the Site and the Forums and the materials you transmit or post; to alter or remove any such materials (including, without limitation, any posting to a Forum); to disclose such materials and the circumstances surrounding their transmission to any third party in order to operate the Site properly; to protect ourselves, our sponsors and our members and visitors; and to comply with legal obligations or governmental requests.

#### **4. USE OF MATERIALS**

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## **5. CONTENT ACCESSIBLE THROUGH LINKS FROM THE SITE**

The Site may contain links to other World Wide Web sites and resources. Because SCN has no control over such sites and resources, you acknowledge and agree that SCN is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that SCN shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any third parties.

## **6. YOUR ACCOUNT**

When and if you register with the Site, you agree to (a) provide accurate, current and complete information about yourself as prompted by our registration form (including your email address) and (b) maintain and update your information (including your email address) to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate your access to and use of the Site.

We may refuse to grant you access to the site, or certain features of the site, if it appears you're you are seeking to impersonate someone else, are providing information that is or may be illegal, is attempt to provide or upload information that is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive or may cause confusion, as determined by us in our sole discretion. **YOU ARE ENTIRELY RESPONSIBLE FOR FOR ANY AND ALL ACTIVITIES (INCLUDING PURCHASES, AS APPLICABLE) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.**

## **7. CODE OF CONDUCT**

While using the Site and/or Materials, you agree to comply with all applicable laws, rules and regulations, and that you will not:

- Use the Site or Materials for any unlawful or improper purpose;
- Use a false e-mail address, impersonate any person or entity or otherwise mislead as to the origin of any content;
- Express or imply that any statements you make are endorsed by us, without our prior written consent;
- Transmit (a) any content or information that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable or infringes our or any third party's intellectual property, privacy, publicity or other rights; (b) any material, non-public information about companies without the authorization to do so; (c) any trade secret of any third party; or (d) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication;
- Use any SCN Trademark or any SCN graphics, logos, page headers, button icons, scripts or services names;
- Remove any copyright, trademark or other proprietary rights notices contained in the Site or any Materials;
- "Frame" or "mirror" any part of the Site without our prior written authorization;
- Collect or store personal data about other users;
- Harass other users;
- Restrict or inhibit any other visitor or member from using the Site, including, without limitation, by means of "hacking" or defacing any portion of the Site;
- Engage in spamming or flooding;
- Transmit any software or other materials that contain any viruses, worms, trojan horses, defects, date bombs, time bombs or other items of a destructive nature; or
- 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 Site or its contents.

If you find any Materials on the Site which you believe violate or are inconsistent with this Code of Conduct, please contact the Site administrator at [contact@wesaidenough.com](mailto:contact@wesaidenough.com).

## **8. MAKING PURCHASES**

If you wish to purchase products or services described on the Site, you will be asked by SCN or the third party provider of the product or service to supply certain information applicable to your purchase, including without limitation credit card and other information. You understand that any such information will be treated by SCN in the manner described in our Privacy Policy. You agree that all information that you provide to SCN or such third party provider will be accurate, current and complete. You agree to pay all charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the price(s) in effect when such charges are incurred. You will also be responsible for paying any applicable taxes, shipping and handling charges relating to your purchases.

Descriptions or images of, or references to, products or services on the Site do not imply SCN's endorsement of such products or services. We reserve the right, without prior notification, to change such descriptions or references, to limit the order quantity on any product or service and/or to refuse service to you. Verification of information applicable to a purchase may be required prior to SCN's acceptance of any order. Price and availability of any product or service are subject to change without notice.

## **9. CLAIMS OF COPYRIGHT INFRINGEMENT**

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 any of the Materials hosted on the Site infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Site are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow SCN to locate the material on the Site; (d) the name, address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send SCN a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for details. Notices and counter-notices with respect to the Site should be sent to Copyrights c/o Corbin and Kaiser, 1107 9th Street, Suite 880, Sacramento, CA 95814. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA. Please note that SCN may terminate any user who it reasonably believes to be a repeat copyright infringer.

## **10. OUR PROPRIETARY RIGHTS**

We and our respective licensors and suppliers own the information and materials made available through the Site. Such information and materials may be protected by copyright, trademark, patent, and/or other proprietary rights and laws. Except as expressly authorized in advance by us, you agree not to reproduce, modify, rent, lease, loan, sell, distribute or create derivative works based on, all or any part of the Site or any information or materials made available through the Site.

Nothing contained on the Site should be construed as granting any license or right to use any trademarks or service marks without express prior written consent of the owner.

## **11. DISCLAIMERS**

THE SITE, THE MATERIALS ON THE SITE AND ANY PRODUCT OR SERVICE OBTAINED THROUGH THE SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Applicable law may not allow the exclusion of implied warranties, so the above exclusions may not apply to you. NEITHER SCN NOR ANY OF ITS AFFILIATES, LICENSORS, MEMBER ORGANIZATIONS, SUPPLIERS, ADVERTISERS, SPONSORS OR AGENTS MAKES ANY WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE SITE OR ANY OF THE MATERIALS, NOR DO THEY WARRANT THAT YOUR USE OF THE SITE OR ANY SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE, THE SERVER(S) ON WHICH THE SITE IS HOSTED OR SITE SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU ACKNOWLEDGE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOUR USE OF THE SITE AND ANY MATERIALS PROVIDED THROUGH THE SITE IS ENTIRELY AT YOUR OWN RISK.

## **12. LIMITATION OF LIABILITY**

NEITHER SCN NOR ANY OF OUR AFFILIATES, LICENSORS, MEMBER ORGANIZATIONS, SUPPLIERS, ADVERTISERS OR SPONSORS, NOR ANY OF OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE AND/OR MATERIALS CONTAINED ON THE SITE OR ANY LINKED SITE, EVEN IF SCN HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, MATERIALS OR ANY LINKED SITE IS TO STOP USING THE SITE, MATERIALS OR LINKED SITE, AS APPLICABLE.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE EXCEED THE TOTAL AMOUNT PAID BY YOU, IF ANY, TO ACCESS THE SITE. MOREOVER, UNDER NO CIRCUMSTANCES SHALL WE OR ANY OF OUR AFFILIATES, LICENSORS, MEMBER ORGANIZATIONS, SUPPLIERS, ADVERTISERS OR SPONSORS BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL.

### **13. TERMINATION**

We reserve the right to terminate your access to and use of the Site or any portion thereof, at any time and for any reason, with or without cause. SCN shall have no liability for any such termination, following which your right to use the Site shall immediately cease, and you shall destroy all Materials obtained from the Site and all copies thereof, whether made under these Terms of Use or otherwise.

### **14. INDEMNIFICATION**

You agree to indemnify, defend and hold SCN, our affiliates, licensors, member organizations, suppliers, advertisers and sponsors, and our and their directors, officers, employees, consultants, agents and other representatives, harmless from and against any and all claims, damages, losses, costs (including without limitation attorneys' fees) and other expenses that arise directly or indirectly out of or from (a) your breach of these Terms of Use, (b) your use of and activities in connection with the Site and/or (c) your account(s). You shall cooperate with us in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

### **15. ACCESS BY MINORS**

Please see our Privacy Policy for more information on this subject. In addition, pursuant to 47 U.S.C. Section 230(d), as amended, 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 at Get Net Wise, [www.getnetwise.org](http://www.getnetwise.org), and at OnGuard Online, at <http://onguardonline.gov>. Please note that neither such website is controlled, operated or endorsed by SCN and that SCN is not responsible for such sites.

### **16. NOTICE FOR CALIFORNIA USERS**

Under California Civil Code Section 1789.3, California Site users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

## **17. APPLICABLE LAW AND JURISDICTIONAL ISSUES**

The Site is controlled and operated by SCN from its office in Sacramento, California and is not intended to subject SCN to the laws or jurisdiction of any state, country or territory other than California and the United States of America. The Site is solely directed to individuals residing in the United States. Those who choose to access the Site from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable. These Terms of Use are governed by and construed in accordance with the laws of the State of California, United States of America, without regard to its principles of conflicts of law, and the parties hereby expressly exclude application of the United Nations Convention on the International Sale of Goods. You agree to submit to the exclusive jurisdiction of any State or Federal court located in the County of Sacramento, California, United States of America, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

The supply of good and services through the Site is subject to United States export control and economic sanctions requirements. By acquiring any such items through the Site, you represent and warrant that your acquisition comports with and your use of the item will comport with those requirements. Without limiting the foregoing, you may not acquire goods, services or software through the Site if: (1) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan or Syria or if you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List or Entity List or (2) you intend to supply the acquired goods, services or software to Cuba, Iran, North Korea, Sudan or Syria (or a national or resident of one of these countries) or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List or Entity List.

Any dispute or claim arising out of or relating to these Terms of Use shall be settled by arbitration in accordance with the then-prevailing commercial arbitration rules of the American Arbitration Association, and applying California law and/or U.S. federal law, if applicable. Such arbitration will take place in Sacramento, California, USA, before one (1) arbitrator selected in accordance with such arbitration rules, who shall be an attorney with a reasonable knowledge of the Internet. The arbitration shall be conducted in English and all documents submitted by the parties must be in English. This section is incorporated by reference. The arbitrators shall have no power to award consequential, incidental, indirect or punitive damages, or any damages in excess of compensatory damages, if any. Notwithstanding the foregoing, (i) either party may seek injunctive or other equitable relief in a court of competent jurisdiction pending the outcome of such arbitration and (ii) any judgment upon the decision rendered by such arbitration against a party, and/or any injunctive or other equitable relief granted by such arbitration, may be entered in any court having competent jurisdiction over the party or its assets. YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

## **18. Miscellaneous**

If any provision of these Terms of Use is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. These Terms of Use constitute the entire agreement between us relating to the subject matter herein and supersede any and all prior or contemporaneous written or oral agreements between us with respect to such subject matter. These Terms of Use are not assignable, transferable or sub-licensable by you except with SCN's prior written consent. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in these Terms of Use is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

## **19. QUESTIONS**

If you have any questions, comments or complaints regarding these Terms of Use or the Site, feel free to contact us at 1107 9th Street, Suite 880 Sacramento, California, 95814 or via [contact@safecallnowusa.org](mailto:contact@safecallnowusa.org)