

# Terms and Conditions of Use

## 1) Introduction/Purpose

- a) Please read these terms and conditions carefully before using this website, located at <https://advocatr.org/>, (“website,” “site,”) and/or downloading and using this mobile application (“application”, “app,”). By using this site or app, you agree to be bound by these Terms & Conditions of Use (“Terms & Conditions”). You may use our site or app only if you can form a binding contract with us or have received consent of your parent or legal guardian to use this website or app. If you do not agree to these Terms & Conditions, cannot legally form a contract with us, or do not have consent from your parent or legal guardian to use this website or app, you may not use this site or app. If you are accepting these Terms & Conditions and using the app on behalf of a company, organization, government, school/school district or other legal entity, you represent and warrant that you are authorized to do so.
- b) We reserve the right to modify or amend these Terms & Conditions from time to time without notice. If you continue to use our site or app after we post changes to these Terms & Conditions, it will mean that you accept those changes.

## 2) Access and Use of this Site or App

- a) All rights, title, and interest in and to this site or app and the services provided (excluding content provided by users) are and will remain the exclusive property of ourselves and our licensors. This site or app and the services provided are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms and Conditions gives you a right to use our name or any of our trademarks, logos, domain names, and other distinctive brand features or to use these same elements of those submitting content.
- b) Your use of our content is restricted. Unless expressly permitted, you may not copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works from, transmit or in any way exploit any part of our site, app or any content thereon, except as permitted for “fair use” as defined below and except that you may occasionally print a copy of an article of personal interest. Without limiting the generality of the foregoing, you may not distribute any part of this site, app, or any content thereon over any network, including, without limitation, a local area network, or sell or offer it for sale. In addition, these files may not be used to construct any kind of database. Just as we from time to time excerpt materials from other sources in order to support the various commentaries and writings contained herein, we respect the right of others to make “fair use” of

the materials contained on our site or app; accordingly, you may from time to time excerpt and use materials set forth on this site or app consistent with the principles of “fair use”.

- c) We are also concerned about the integrity of our site or app when it is viewed in a setting created by a third party that includes advertising or other materials that we have not authorized to be displayed with the content of our site or app. Neither you nor any third party shall make use of the contents of our site or app in any manner that constitutes an infringement of our rights, including copyright or that has not been authorized by us.
- d) You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of this site, app, or any of its content, or in any way reproduce or circumvent the navigational structure or presentation of this site, app, or any of its content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through this site or app.
- e) We reserve the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to this site, app, or any portion of this site or app, for any reason; (2) to modify or change this site or app, or any portion of this site or app, and any applicable policies or terms; and (3) to interrupt the operation of this site or app, or any portion of this site or app, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

### **3) User Submitted Content**

- a) The term "User Content" means and refers to any and all content, media and materials you submit to the site or app using the user content submission features and any information or content you submit as part of the user content submission process.
- b) Each time you submit User Content (or if you attempt to do so) you will be confirming your acceptance of, and agreement to be bound by, the Terms and Conditions of this agreement. Further, by submitting User Content to this site or app you represent and warrant that:
  - i) you have created that content, or you have received permission from, or are authorized by, the owner of any part of the content to submit it to this site or app;

- ii) the content meets the requirements for submission contained herein;
  - iii) you are at least 18 years of age and have legal capacity to enter into this agreement or have received consent from your parent or legal guardian to use this website or app;
  - iv) the User Content shall not infringe upon or violate any law, agreement or other rights of any kind, of any third party, without limitation, rights affecting copyright, patent, trademark, unfair competition, contract, defamation, privacy or publicity;
  - v) the User Content is not the subject of or related to an actual or threatened lawsuit;
  - vi) the User Content does not contain any falsehoods or misrepresentations that could damage us or any third party;
  - vii) the User Content is not unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; and
  - viii) the User Content does not contain any advertisements or solicitations for business.
- c) You or the owner of the content still own the copyright in the content sent to us, but by submitting content to us, you are granting us an unconditional, irrevocable, non-exclusive, royalty-free, fully transferable, perpetual worldwide license to use and/or transmit, and to authorize third-parties to use and/or transmit your content in any format and on any platform, either now known or hereinafter invented and as permitted by our Privacy Policy.
- d) You acknowledge and agree that when you submit content on this site or app or view content provided by others, you are doing so at your own discretion and risk, including any reliance on the accuracy, completeness, of that content. You further acknowledge and agree that the views expressed by you and other users in that content do not necessarily reflect our views, and we do not support or endorse any user content. You acknowledge that we have no obligation to pre-screen, monitor, review, or edit any content posted by you and other users on this site or app and that we are not responsible for any lost, deleted or edited content.
- e) We have not reviewed all of the sites linked to this site or app and are not

responsible for the privacy practices or the content of any off-site pages or any other sites linked to this site or app, whether or not they are affiliated with us. Such linked sites are for your convenience only and you access them at your own risk. We make no representations or warranties as to the accuracy or functioning of any such link. That another website is linked to our site or app does not constitute endorsement by us of the owner of the other site, the content of its site, or its products or services.

#### **4) DMCA Notice**

- a) If you are a US copyright owner or an agent of a US copyright owner and believe that any User Content or other content on this site or app infringes upon your copyrights, you may submit a notification pursuant to Title 17, United States Code, Section 512(c)(3), the Digital Millennium Copyright Act ("DMCA") by providing us with the following information in writing:
  - i) identification of the copyrighted work or works claimed to have been infringed;
  - ii) identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material;
  - iii) your contact information including name, address, telephone number, and, if available, an email address;
  - iv) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the owner of the work, its agent, or the law;
  - v) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
  - vi) your physical or electronic signature.
- b) You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

#### **5) General**

- a) Severability. If any provision of the terms of this agreement or any document incorporated by reference is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of such

documents remain in full force and effect.

- b) Integration. These Terms & Conditions constitute the whole legal agreement between us in regards to your use of the site or app.
- c) Choice of Law and Jurisdiction. You agree that these terms and conditions are governed by the laws of the United States of America and the laws of the State of Oregon. You agree that exclusive jurisdiction for any claim or dispute with us or relating in any way to your use of this site or app resides in the courts of the County of Lane, State of Oregon, and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the County of Lane, State of Oregon, 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 this site or app must be commenced within one year after the act or omission giving rise to the claim or cause of action arose.