

Terms of Use

Last Updated: July 1, 2020

Thank you for being a part of the Jesse Lewis Choose Love Movement!

ACCEPTANCE

Please read our Terms of Use (“*Terms*”) carefully. By accessing or using <https://www.jesselewischooselove.org/> and/or <https://www.chooselovemovement.org> (collectively, the “*Website*”), data, content, information, programs, Interactive Areas (as defined below) and similar materials (collectively, the “*Service*”) provided by the Jesse Lewis Choose Love Movement, Inc. (“*JLCLM*,” “*we*”, “*our*”, “*us*”), you agree to the acceptance of these Terms. If do not agree to these Terms, please do not use the Service.

Please note, in the event of a conflict between these Terms and the terms of any other agreement that you have entered into with JLCLM, the terms of the other agreement shall control. If you are using the Service on behalf of an entity, you represent that you are authorized to accept these Terms on the entity’s behalf, and that the entity agrees to be responsible to JLCLM if you violate these Terms.

MODIFICATION OF THE TERMS

We have the right to change any of these Terms at any time. If we makes changes to these Terms, we will provide notice of such changes by:

- Providing notice on the Website, and/or by
- Updating the “Last Updated” date at the top of these Terms.

Your continued use of the Service following any notice of changes, or any other legal form of legal acceptance, will constitute an acceptance of the modified Terms. If you do not agree to the modified Terms, you should stop using the Service.

ACCOUNTS

To access certain aspects of the Service, you must register an account with JLCLM and create a username and password. The registration information you provide must be true, accurate, complete and current at all times. You are responsible for maintaining and updating your account information and for security and confidentiality of your account, username, and password. If you discover or suspect any security breaches related to your account or the Website, you must promptly notify JLCLM. To terminate your account at any time, please email us at support@jesselewischooselove.org.

PRIVACY POLICY

For information about how we collect, use or disclose your information, please refer to our Privacy Policy, available here, <https://www.jesselewischooselove.org/privacy-policy/>. Our Privacy Policy is hereby incorporated reference into these Terms as if fully stated herein. You understand and agree that our Privacy policy shall govern our collection and use of data obtained by us through your use of the Service. For non-individual users (e.g. schools or corporate entities), you represent and warrant that your privacy policy shall not conflict with the JLCLM Privacy Policy, and that in the event of such conflict, the terms of our Privacy Policy shall control.

FEES

Certain aspects of the Service including, but not limited to, live speaking engagements and professional development, may carry fees. Such fees must be fully paid in advance of such paid Services being performed by JLCLM. You may also be able to purchase certain promotional goods or merchandise via the Website. If you choose to purchase certain merchandise from us, payment will be required at the time that you place an order.

The prices provided for such Services and/or merchandise shall be exclusive of applicable local, state, federal, or foreign transaction taxes and other fees (such as shipping fees). You shall be responsible for paying all such taxes and fees, which shall be charged to the credit card, payment account, or other payment method you provide (each a ***“Payment Method”***) when placing your order. Verification of information associated with your Payment Method may be required prior to the completion or acknowledgment of any transaction. In the event your Payment Method cannot be verified, your order will not be processed.

To collect and/or process your payment, we may use a third-party payment processor (***“Payment Processor”***). The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to this Agreement. We are not responsible for error by the Payment Processor. You agree to provide us accurate and complete information about you and your chosen Payment Method. You authorize us to share such information as well as transaction information with the Payment Processor. We reserve the right to correct any errors or mistakes that the Payment Processor makes even if it has already requested or received payment. You represent and warrant that you have the legal right to use any credit card(s) or other payment means used to initiate any transaction.

All transactions are final, and no refunds are available from JLCLM.

DONATIONS

The Service is designed, among other functionality, to enable you to make donations to the JLCLM, which may be used by the JLCLM to fund its operations, or to develop our existing, or new, Services. In order for you to make a donation, you must provide one or more Payment Methods.

For the purposes of donations, Scarlett Lewis, the JLCLM founder, is the person soliciting donations through the Service, and is doing so on a volunteer basis. Mrs. Lewis is not employed

by any fundraising counsel, independent fundraisers, or commercial co-venturers. The proceeds of your contribution shall be received by the Jesse Lewis Choose Love Movement, Inc. a Connecticut charitable, nonprofit corporation.

COPYRIGHTS/TRADEMARKS/OTHER INTELLECTUAL PROPERTY

The Service and all content and other materials located within the Service (collectively, the “*JLCLM Materials*”) are the proprietary property of JLCLM or its licensors, are protected by U.S. copyright and trademark law and include, but are not limited to:

- Designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof;
- The look and feel of the Service; and
- The Jesse Lewis Choose Love Movement trademark and logo.

“*Jesse Lewis Choose Love Movement*”, “*Choose Love for Schools*,” “*Choose Love for Home*,” “*Choose Love for Community*,” “*Choose Love for the Workplace*,” “*Choose Love Formula*,” the JLCLM logos, and any other JLCLM product name, trade name, service name or slogan contained in the Service are trademarks and trade dress of JLCLM.

You acknowledge that the Service, and all enhancements, updates, upgrades, corrections and modifications thereto, all copyrights, patents, trade secrets, or trademarks or other intellectual property rights protecting or pertaining to any aspect of the Service or JLCLM Materials and any and all documentation therefor, are and shall remain our sole and exclusive property and/or that of our licensors, as the case may be. These Terms do not convey title or ownership to you, but instead gives you only the limited rights set forth herein.

LIMITED LICENSE

As long as you are in compliance with these Terms and all incorporated documents, we hereby grant you a limited, non-assignable, non-exclusive, non-sublicensable, revocable license for your informational, non-commercial and personal use to:

- Access and use the Service, and
- Download JLCLM Materials that are expressly provided through the Service for download, to the extent not subject to other terms or conditions you may have with JLCLM for other JLCLM products and/or services.

WHAT YOU CANNOT DO WITH THE LIMITED LICENSE

Unless expressly permitted on the Website or under a separate written agreement between you and JLCLM, you do not have the right use the JLCLM Materials in the following ways:

- Sell, resell or commercially use, except as explicitly contemplated herein, the Service or the JLCLM Materials;
- Distribute, publicly perform or publicly display any part of the JLCLM Materials;

- Publish or reproduce any part of the JLCLM Materials on the Internet or any external websites, networks or servers;
- Modify or make derivative uses of any part of the Service or the JLCLM Materials;
- Use any data mining, robots or similar data gathering or extraction methods with respect to the Service;
- Download JLCLM Materials that are not expressly provided by JLCLM for download; or
- Use any part of the Service or the JLCLM Materials for anything other than for their intended purposes.

Any unauthorized use of the Service or the JLCLM Materials is strictly prohibited and will terminate the limited license granted to you according to these Terms.

DIGITAL MILLENNIUM COPYRIGHT ACT

Respect of intellectual property rights is important to us. In accordance with the Digital Millennium Copyright Act (“*DMCA*”) (17 U.S.C. §512(c)(3)), JLCLM reserves the right to terminate any account of an account holder or user who infringes any intellectual property rights of others. In addition, JLCLM reserves the right to terminate, in appropriate circumstances, the accounts of users who are deemed to be repeat infringers of another person’s copyright rights.

If you believe that anything in or on our Service infringes any of your copyrights, please notify our designated agent in writing and include this information:

- (i) A physical or electronic signature of a person authorized to act on your behalf.
- (ii) Identify the copyrighted work claimed to have been infringed. If multiple copyrighted works are claimed to have been infringed, provide a representative list of such works on the Service.
- (iii) Identify the material that is claimed to be infringing and that you wish to have removed or access to which you wish to have disabled, and provide reasonably sufficient information to permit JLCLM to locate the material.
- (iv) Provide JLCLM reasonably sufficient information to permit JLCLM to contact the copyright owner, such as a postal address, a telephone number, and, if available, an electronic mail address at which it may be contacted.
- (v) State that the copyright owner has a good faith belief that use of the material in the manner complained of is not authorized by it, the owner’s agent, or the law.
- (vi) State that the information in the notification is accurate, and under penalty of perjury, that the person signing is authorized to act on behalf of the owner of the copyright that is allegedly infringed.

You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid. For any questions regarding this procedure, or to submit a complaint, please contact our designated DMCA Copyright Agent. The name, address, and electronic mail address of JLCLM’s designated agent are:

Scarlett Lewis, PO Box 605, Newtown, CT 06740
info@jesselewischooselove.org

HYPERLINKS

You are granted a limited, revocable, non-exclusive right to create a text hyperlink to the home page of the Website for lawful, noncommercial purposes. You may not use any JLCLM logo or other proprietary graphic or mark of JLCLM to link to the Website without JLCLM's express written permission. The link must not portray JLCLM in a misleading or false light, or be otherwise defamatory. The linking site must not contain any offensive or illegal material, such as pornographic, sexually explicit, harassing, or offensive material, or material relating to violence or firearms.

There may be website links, content, imagery, data, information and other similar materials on the Service originating with or from third parties; such appearance or existence on the Service does not constitute any affiliation, endorsement or adoption of such third-party website or materials by JLCLM, even if previously reviewed, summarized, or edited by JLCLM. Such links are for information purposes only. JLCLM has no control over these third-party websites and accepts no responsibility for the quality, content, nature or reliability of any third-party websites accessible via hyperlink or linking to the Website. These Terms only apply to our Website and Service. Third-party websites are governed by their own terms and conditions and privacy practices. When you visit such third-party websites via links or embedded content, you should familiarize yourself with the applicable terms and privacy policy for each such website.

RULES OF CONDUCT

You represent and warrant that:

- The information that you have provided on the Service is complete, accurate and true, and agree to update it as necessary;
- You, and if applicable the business/entity that you represent, have/has the authority to enter into these Terms without restriction, and post any User Content (as defined below);
- Will not use the Service for any purpose that is unlawful or prohibited by these Terms, any notices, policies, or guidelines contained within the Service, or any other agreement you may have with JLCLM; and
- Will not use the Service in any manner that could damage or impair the functioning of the Service or that could interfere with or inhibit any other party's use and enjoyment of the Service.

You further agree that you will not use the Service to:

- Provide instructions for a criminal offense, violate the legal rights of any party, or violate any local, state, national or international law;
- Breach, through the Service, any agreements that you enter into with any third parties;
- Abuse, harass, stalk, threaten, injure, impersonate or intimidate any person;
- Infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right, including those of privacy and publicity, of any party;

- Share corrupt or harmful content/materials that would adversely affect the Service, our systems, or affect other user's use of the Service, software, or computers, or potentially expose JLCLM or JLCLM's users to any harm or liability;
- Politically campaign, solicit, advertise or share promotional material unless the applicable Interactive Areas specifically allow such messages or material;
- Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
- Harvest, collect, or share private information of any third party, any JLCLM user or JLCLM account holder, including addresses, phone numbers email addresses, Social Security numbers, and/or payment card information;
- Falsify or delete any author attributions, legal or other proper notices, or proprietary designations or labels associated with uploaded material;
- Make available false, incomplete or misleading information to the Service, or otherwise provide such information to us;
- Use or attempt to use any account you are not authorized to use;
- Attempt to probe, scan or test the vulnerability of a system or network of the Service or to breach security or authentication measures without proper authorization;
- Attempt to override or bypass any security measures in place on the Service;
- Use any robot, spider, crawler, scraper or other automated means or interface to access Services or to extract data or content;
- Attempt to circumvent any content filtering techniques JLCLM employs, or attempt to access any portion of the Service that you are not authorized to access; or
- Reverse engineer, modify, adapt, copy, decompile, or disassemble any aspect of the Website, Service, or JLCLM Materials or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code associated with the Service, Website, or the JLCLM Materials.

INTERACTIVE AREAS AND USER CONTENT

As JLCLM continues to grow, we expect the Website, Service and available features to improve and increase. New features may include interactive areas or services ("**Interactive Areas**"), including discussion forums, blogs, private messages, emails or other interactive features or areas in which you or other users can create, post, transmit or store content (collectively, "**User Content**").

You are under no obligation to submit anything to us, and unless otherwise noted, we will not claim ownership of any User Content. However, in order for us to provide the Service, we need your permission to process, display, reproduce and otherwise use content you make available to us.

Therefore, if you choose to submit any User Content to the Service, or otherwise make available any User Content through the Service, you hereby grant to us a perpetual, irrevocable, transferable, sub-licensable, non-exclusive, worldwide, royalty-free license to reproduce, use, modify, display, perform, transmit, distribute, translate and create derivative works from any such User Content for purposes of providing the Service, including without limitation distributing part or all of the User Content in any media format through any media channels,

including but not limited to the right to commercially use the rights of publicity, persona, trademark, image and name of the individuals and entities depicted in such User Content.

The User Content posted on Interactive Areas may be viewable to other users of the Service. JLCLM is not responsible for any User Content posted to the Interactive Areas and does not confirm the accuracy or quality of any User Content posted. Any and all User Content posted to the Interactive Areas is the sole responsibility of the account holder from which that content originates. You agree to use the Interactive Areas at your own risk and agree that any User Content posted by you will not:

- be unlawful or encourage another to engage in any unlawful activity;
- contain a virus or any other similar programs or software which may damage the operation of our or another's computer;
- violate the rights of any party or infringe, violate, or misappropriate the patent, trademark, trade secret, copyright, right of privacy or publicity or other intellectual property right of any party; or
- be libelous, defamatory, pornographic, obscene, lewd, indecent, inappropriate, invasive of privacy or publicity rights, abusing, harassing, threatening or bullying.

By submitting any User Content to us you hereby agree, warrant and represent that: (a) the provision of the User Content is not a violation of any third-party's rights; (b) all such User Content is accurate and true; (c) we shall be entitled to use or disclose the User Content in any way, in accordance with this Agreement and our Privacy Policy, available here <https://www.jesselewischooselove.org/privacy-policy/>; and (d) you are not entitled to compensation or attribution from us in exchange for the User Content.

Your use of the Service, the JLCLM Materials and Interactive Areas is at your own risk. As a provider of interactive services, JLCLM is not liable for any statements, representations or User Content provided by its users in any public forum, personal home page, or other Interactive Areas. JLCLM reserves the right, but has no obligation to remove, screen, or edit, any User Content posted or stored through the Services. You acknowledge that we are under no obligation to maintain the Service, or any information, materials, User Content or other matter you submit, post or make available to or on the Service.

RIGHTS IN USER CONTENT

By submitting or posting User Content to the Service, you are granting JLCLM a nonexclusive, world-wide, royalty-free, perpetual, irrevocable, and sublicensable (through multiple tiers of sublicensees) right to use, reproduce, modify, adapt, publish, translate, transmit, create derivative works from, distribute, perform, and display such User Content in any media format through any media channels for our legitimate business purposes including, but not limited to, providing the Services and the promotion of the Website or JLCLM's products and services, including the right to use your name, likeness, voice or identity.

Accordingly, you represent and warrant that:

- Any User Content that you provide is not confidential;
- You are the owner of the rights to the User Content that you post, or otherwise have the right to post such User Content to the Interactive Areas;
- The User Content is accurate and not misleading or harmful in any manner; and
- The use and posting of the User Content does not violate these Terms and will not violate any rights of or cause injury to any person or entity.

WARRANTY DISCLAIMER

THE SERVICE, WEBSITE, AND JLCLM MATERIALS ARE PROVIDED “AS IS” and “AS AVAILABLE.” JLCLM HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICE, WEBSITE, AND THE JLCLM MATERIALS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. JLCLM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE, WEBSITE, AND/OR JLCLM MATERIALS WILL BE ERROR FREE, CONTINUOUS, OR UNINTERRUPTED.

FURTHER, OPINIONS, ADVICE, STATEMENTS, OFFERS, USER CONTENT, OR OTHER INFORMATION OR CONTENT MADE AVAILABLE THROUGH THE SERVICE, BUT NOT DIRECTLY BY US, ARE THOSE OF THEIR RESPECTIVE AUTHORS, AND SHOULD NOT BE RELIED UPON. WE HAVE NO CONTROL OVER THE QUALITY, SAFETY, OR LEGALITY OF SUCH CONTENT, AND MAKE NO REPRESENTATIONS ABOUT SUCH CONTENT. THE RESPECTIVE AUTHORS ARE SOLELY RESPONSIBLE FOR SUCH CONTENT. YOU ARE SOLELY RESPONSIBLE FOR ANY DECISIONS THAT YOU MAKE BASED UPON SUCH CONTENT.

USE OF THE SERVICE IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; THAT DATA TRANSMISSION OR STORAGE IS SECURE OR THAT THE SERVICE IS FREE OF INACCURACIES, MISREPRESENTATIONS, VIRUSES OR OTHER HARMFUL INFORMATION OR COMPONENTS.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ASSUME FULL RESPONSIBILITY FOR ANY LOSS THAT RESULTS FROM YOUR USE OF THE SERVICE, WEBSITE, THE INTERACTIVE AREAS, AND/OR THE JLCLM MATERIALS.

IN NO EVENT SHALL JLCLM OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS (COLLECTIVELY, THE “**JLCLM PARTIES**”) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICE, WITH THE

DELAY OR INABILITY TO USE THE SERVICE, WITH THE JLCLM MATERIALS, OR WITH RELATED SERVICES OR THEIR CONTENT, INCLUDING ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE ON ANY INFORMATION OBTAINED FROM JLCLM OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF INFORMATION, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO THE SERVICE, WEBSITE, OR JLCLM MATERIALS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE APPLICABLE JLCLM PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Notwithstanding the foregoing, in the event that a court of competent jurisdiction shall find that the above disclaimers are not enforceable, then, to the maximum extent permissible by law, you agree that JLCLM Party shall be liable for (1) any damages in excess of \$100.00, or (2) any indirect, incidental, punitive, exemplary, special, or consequential damages or loss of use, lost revenue, lost profits or data to you or any third party from your use of the Service or any goods sold or provided by us. This limitation shall apply regardless of the basis of your claim, whether other provisions of this Agreement have been breached, or whether or not the limited remedies provided herein fail of their essential purpose.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PART OF THE JLCLM MATERIALS, OR WITH ANY OF THESE TERMS, YOU SHOULD NOT CONTINUE USING THE SERVICE OR THE JLCLM MATERIALS.

INDEMNIFICATION

You agree to indemnify and hold the JLCLM Parties harmless from and against any third party claims, damages of any kind, costs, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) arising out of or related to your use of the Service, your conduct in connection with the Service, your violation of any of these Terms or applicable law, your violation of the rights of another, and any User Content you provide.

TERMINATION

JLCLM reserves the right, without notice, and in its sole discretion, to terminate your license to use the Service and to block or prevent your future access to and use of the Service. JLCLM reserves the right to modify or discontinue, temporarily or permanently, the Service or any features or parts thereof, without prior notice, and disclaims all liability for any modification, suspension or discontinuance of the Service, or any part thereof.

POLICIES FOR CHILDREN

The Service is not directed to individuals under the age of 13. In the event that we discover that a child under the age of 13 has provided personally identifiable information to us, we will make efforts to delete the child's information if required by the Children's Online Privacy Protection Act. Please see the Federal Trade Commission's website for (www.ftc.gov) for more information.

Notwithstanding the foregoing, pursuant to 47 U.S.C. Section 230 (d), as amended, we hereby notify you that parental control protections are commercially available to assist you in limiting access to material that is harmful to minors. More information on the availability of such software can be found through publicly available sources. You may wish to contact your internet service provider for more information.

GOVERNING LAW AND VENUE

The State of Connecticut, U.S.A. laws, without regard for its choice of law provisions, will prevail in regards to any dispute arising out of these Terms, the Service, the Website, or the JLCLM Materials. You irrevocably agree to the exclusive jurisdiction and venue of courts in Fairfield County, Connecticut. Use of the Service is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms (including this paragraph).

NO WAIVER

Enforcement of these Terms is solely at JLCLM's discretion. No breach of any parts of these Terms will be waived except in a writing signed by JLCLM. A failure or delay to enforce any part of these Terms does not amount to a waiver of JLCLM's rights or remedy with respect to these Terms. The express waiver by us of any provision, condition or requirement of these Terms shall not constitute a waiver of any obligation to comply with any other provision, condition or requirement.

SEVERABILITY

If any provision of these Terms is held invalid or unenforceable, that provision will be edited to the extent necessary by an enforceable provision that most closely matches the intent of the original provision. The other Terms will remain valid.

ENTIRE AGREEMENT

These Terms and our Privacy Policy (which is incorporated in these Terms by reference) make up the entire agreement, supersede all prior agreements, representations, and understandings.

NOTICES

All notices given by you or required under this Agreement shall be in writing and addressed to: Jesse Lewis Choose Love Movement, Inc., PO Box 605, Newtown, CT 06740 and/or sent via email to info@jesselewischooselove.org.