

Candid.

Issue Lab Terms of Service

Candid, with offices at 32 Old Slip, 24th Floor, New York, NY 10003 (“Candid”) maintains the Issue Lab service (“Service”) through the Issue Lab database, website(s), and platform (“Site”). The Service works to more effectively gather, index, and share the collective intelligence of the social sector; provides free access to thousands of case studies, evaluations, white papers, and issue briefs, including but not limited to any associated metadata and related descriptive information, addressing some of the world’s most pressing social problems (hereinafter “Resources”); and is committed to increasing access to this knowledge by making it broadly available through this website, other Candid websites, distributed Knowledge Centers, and content-sharing partnerships with libraries, archives, and online communities.

Throughout this Terms of Service (“TOS”), Candid and you may be referred to collectively as the “Parties.”

WHEREAS, Candid is a charitable organization whose charitable purposes include to collect, organize, and make available to the public information about the nonprofit sector and to study and give counsel on the organization, management, and programming of nonprofits;

WHEREAS, Candid works to connect people who want to change the world to the resources they need to do it through research, collaboration, and training;

WHEREAS, the provision of the Service directly furthers Candid’s charitable purposes of strengthening the social sector by advancing knowledge about philanthropy in the United States and around the world;

NOW THEREFORE, the Parties hereto agree as follows:

Eligibility and Acceptance of Terms

By using the Service or Site, you represent and warrant that (a) you agree to become bound by the terms and conditions of this TOS, (b) all registration information you submit is truthful and accurate; (c) you will maintain the accuracy of such information; (d) you are 18 years of age or

older; (e) your use of the Service or Site does not violate any applicable law or regulation; and (f) you are fully responsible for all use of your account and for any actions that take place using your account. Use of the Service and Site is void where prohibited.

If you do not agree to all the terms and conditions of this TOS, then you may not access the website and related Service.

The Service is subject to the following TOS, which Candid may modify at any time, and such amendments shall be effective immediately upon posting of the amended TOS to this Candid website. In addition, when using the Service, you shall be subject to the Candid terms of service (<https://candid.org/candid-terms-of-service>) and any posted guidelines or rules applicable to such Service, which may be posted on this Candid website from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS.

Accordingly, you agree to review this TOS periodically, and your continued use of the Service will be deemed as your acceptance of the amended TOS.

PLEASE NOTE THAT this TOS outlines the understanding between you and Candid and explains the terms and conditions that govern use of the Service and the rights you have regarding the ownership of the Resources the Parties each provide. This TOS also describes your obligations as well as the limitations to the use of the Service and Site.

1. Candid Ownership Rights

1.1. Candid is the owner of the following:

- i. All material and services available on the Site, and all material and services provided by or through Candid, its affiliates, subsidiaries, employees, or agents (“Candid”), or other commercial partners including, but not limited to, software, software documentation, design of and “look and feel,” layout, photographs, graphics, audio, video, messages, interactive and instant messaging, design and functions, files, documents, images, or other materials, whether publicly posted or privately transmitted as well as all derivative works thereof (collectively, the “Materials”), are owned by Candid or other parties that have licensed their material or provided services to Candid, and are protected by copyright, trademark, trade secret, and other intellectual property laws, unless otherwise states in this TOS.
- ii. All Candid trademarks and service marks, logos, slogans, and taglines are the property of Candid.

iii. All other trademarks, service marks, logos, slogans, and taglines are the property of their respective owners.

1.2. Except as otherwise specifically provided herein, nothing should be construed as granting any license or right to use any trademarks, service marks, logos, slogans, or taglines displayed on Candid website without Candid's express written permission, or the express written permission of such third-party that may own or create the trademark, service mark, logo, slogan, or tagline.

1.3. Candid reserves the right to change any and all Resources, software, and other items used or contained in the Site and any Service offered through the Site at its sole discretion and at any time with or without notice. Reference to any products, Service, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof, or any affiliation therewith, by Candid.

2. License Granted in this TOS

2.1. Subject to compliance with each of the terms of this TOS, Candid grants you a limited, revocable, non-exclusive, terminable, non-transferable right to use the Service and Site for the purpose of viewing and accessing and/or downloading available Resources for your use, and uploading Resources; provided that this TOS is subject to, and conditioned upon you abiding by the Prohibited Uses limitations set forth in Section 3.

3. Prohibited Uses of the Service

3.1. Any use of the Site available through the Service, other than as specifically authorized by the terms set forth herein, is strictly prohibited and will terminate any license granted herein. Unless explicitly stated herein, nothing in this TOS shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise. This license is revocable at any time by Candid without notice and with or without cause.

3.2. Unless specifically prohibited by the terms set forth on the Site or Service, the use of the Resources on the Site and available through the Service shall be allowed to produce, reproduce, and share the Resources ONLY for non-commercial purposes under a Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International public license

(<https://creativecommons.org/licenses/by-nc-sa/4.0/legalcode>). Any other use of the Resources, including the use for commercial purposes, is STRICTLY prohibited and will terminate any license granted herein.

3.3. Except as provided for in the rights granted in Section 2, the license granted in this TOS does not permit you, and you agree not to: store, copy, reproduce, republish, modify, upload, post, translate, scrape, rent, lease, loan, sell, distribute, sublicense, grant a security interest in or otherwise attempt to transfer any right, assign, transmit, display, decompile, reverse engineer, reverse assemble, decipher, or otherwise attempt to discover any programming code or any source code used in or with, create derivative works based on or in any manner commercially exploit the materials or the Service, or otherwise distribute in any way the Resources on the Site other than as specifically permitted herein.

3.4. Any use of the materials or the Service for any purpose other than as specifically permitted herein or without Candid's prior consent or the prior written consent of Candid's partners, as applicable, is expressly prohibited, and we reserve all rights not expressly granted in this TOS.

3.5. You may not use the Service, Site, or Site Resources in any way which, in Candid's sole judgement, adversely affects Candid's business, business prospects, the performance or functioning of the Service, Site, or Site Resources, or interferes with the ability of other subscribers ("Subscribers") to access the Service, Site, or Site Resources.

3.6. You are specifically prohibited from using information available through the Service, Site, or Site Resources to sell or promote any products or Service or to take any other action that is, in Candid's sole judgement, inconsistent with the terms and conditions in this TOS, misleading or incomplete, or in violation of any Federal, State, local law, statute, code, rule, or regulation.

3.7. Candid may terminate, suspend, update, alter, or supplement, at its sole discretion, all or any part of the Service or Site at any time. By permitting access to the Service and Site, Candid does not convey any interest in or to the Service or Site or any other Candid property or Service. All right, title, and interest in and to the Service and Site is and shall remain in Candid.

3.8. You are solely responsible for the photo, profiles, messages, annotations notes, text, information, listings, and other Resources that you upload, publish, or display (hereinafter, “post”) on or through the Service or Site (collectively the “Subscriber Resources”). You may not post, transmit, or share Subscriber Resources on the Service or Site that you do not have the right or permission to post, and you hereby represent and warrant that you hold all necessary rights to share the Subscriber Resources you provide. You understand and agree that Candid may, but is not obligated to, review the Site and may delete or remove (without notice) any Site Resources or Subscriber Resources in its sole discretion, with or without reason, including without limitation Subscriber Resources that in the sole judgment of Candid violates this TOS or applicable law, or that might violate the rights of Subscribers or others. You are solely responsible at your sole cost and expense for creating backup copies and replacing any Subscriber Resources you post or store on the Site or provide to Candid.

3.9. By posting Subscriber Resources to any part of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to Candid an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such Subscriber Resources for any purpose on or in connection with the Site or the promotion thereof, to prepare derivative works or, or incorporate into other works, such subscriber Resources and to grant and authorize sublicenses of the foregoing. When you post Subscriber Resources to the Site, you additionally authorize and direct, if necessary or applicable, Candid to make such copies thereof as necessary in order to facilitate the posting and storage of the Subscriber Resources on the Site.

3.10. The Service and Site must be used in accordance with the applicable license granted to you by Candid, and any other licenses governing the Resources accessed on the Site and the terms set forth herein. You represent, warrant, and agree that no materials of any kind submitted through your account or otherwise posted, transmitted, or shared by you on or through the Service or Site will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity, or other personal or proprietary rights or contain libelous, defamatory, or otherwise unlawful material.

3.11. In addition, you agree not to use the Service or the Site to:

- i. Harvest or collect email addresses or other contact information of other Subscribers from the Service or Site by electronic or other means;
- ii. Use the Service or Site in any unlawful manner or in any other manner that could damage, disable, overburden, or impair the Site;
- iii. Use automated scripts to collect information from or otherwise interact with the Service or Site without prior written permission;
- iv. Upload, post, transmit, share, store, or otherwise make available any Resources that Candid deems to be harmful, unlawful, defamatory, infringing, abusive, inflammatory, harassing, fraudulent, invasive of privacy or publicity rights, or otherwise objectionable;
- v. Upload, post, transmit, share, or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- vi. Upload, post, transmit, share, store, or otherwise make available Resources that would constitute, encourage, or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law;
- vii. Use or attempt to use another's account, Service, or system without proper authorization, or create a false identity on the Service or Site; or
- viii. Upload, post, transmit, share, store, or otherwise make available Resources that, in the sole judgement of Candid, is objectionable or which restricts or inhibits any other person from using or enjoying the Site, or which may expose Candid or its Subscribers to any harm or liability of any type.

4. Term/Termination/Changes/Exclusion

4.1. This TOS shall commence when you use the Service and shall constitute acceptance and any additional term(s).

4.2. The Service may be terminated by Candid, at its sole discretion and without cause, at any time.

4.3. Additionally, Candid may terminate the Service at any time, without penalty and without notice, if you fail to comply with any of the terms of this TOS or the intellectual property protections applicable to the Service.

4.4. Notice of termination of the Service by Candid may be sent to the contact e-mail associated with your account. Upon termination, Candid has the right to delete all data, files, or other information that is stored in your account.

4.5. Candid may modify, replace, refuse access to, suspend, or discontinue the Service, partially or entirely, or add, change, and modify prices for all or part of the Service for you or for all Candid's users at any time and in Candid's sole discretion. All of these changes shall be effective upon their posting on the Site or by direct communication to you unless otherwise noted.

4.6. Candid further reserves the right to withhold, remove, and/or discard any Resources available as part of your account, with or without notice if deemed by Candid to be contrary to this TOS. For avoidance of doubt, Candid has no obligation to store, maintain, or provide you a copy of any Resources that you or other users provide when using the Service.

5. Fees

5.1. There is no fee to use the Service. However, Candid reserves the right at its sole discretion to charge for the Service in the future.

6. Copyrights

6.1. Candid respects the intellectual property rights of others and prohibits Subscribers from uploading, posting, or otherwise transmitting through the Service or Site any materials that violate another party's intellectual property rights. Upon receipt of proper notification of alleged copyright infringement as described in the Notice and Takedown Procedure hereto referenced, Candid may promptly remove or disable access to the allegedly infringing material and terminate the accounts of infringers as in accordance with the Digital Millennium Copyright Act. If you believe that any material on the Site infringes upon any copyright which you own or control, you may send a written notification to Candid of such infringement. Please see the Notice and Takedown Procedure

(<http://www.copyright.gov/legislation/dmca.pdf>) for more information on how to report infringement of your copyright.

7. Third Party Websites and Resources

7.1. The Site contains (or you may be sent through the Service or Site) links to other websites (“Third Party Sites”) as well as articles, photographs, texts, graphics, pictures, designs, information, applications, software, and other Resources or items belonging to or originating from third parties (“Third Party Applications, Software, or Resources”). Such Third Party Sites and Third Party Applications, Software, or Resources are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by Candid, and Candid is not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software, or Resources posted on, available through, or installed from the Site, including without limitation the Resources, accuracy, opinions, reliability, privacy practices, or other policies of or contained in the Third Party Sites or the Third Party Applications, Software, or Resources. Inclusion of, linking to, or permitting the use or installation of any Third Party Site or any Third Party Applications, Software, or Resources does not imply approval or endorsement thereof by Candid. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software, or Resources, you do so at your own risk and you should be aware that Candid’s terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications you use or install from the site.

8. Privacy

8.1. Candid cares about the privacy of its Subscribers. Please review Candid’s Privacy Policy (<https://candid.org/privacy.html>). By using Candid’s Service or Site, you are consenting to have your personal data transferred to and processed in connection with that use.

9. DISCLAIMER OF WARRANTY

9.1. THE SITE, SERVICE, AND MATERIALS ARE PROVIDED “AS IS,” “AS AVAILABLE,” “WITH ALL FAULTS,” AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED.

9.2. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, CANDID AND ITS CANDIDS DISCLAIM ALL REPRESENTATION AND WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9.3. WITHOUT LIMITING THE FOREGOING, NEITHER CANDID NOR ITS CANDIDS WARRANT THAT ACCESS TO THE SITE, THE MATERIALS, AND/OR SERVICE AVAILABLE ON OR THROUGH THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; NOR DOES CANDID OR ITS CANDIDS MAKE ANY REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, COMPLETENESS, USEFULNESS, PERFORMANCE, SECURITY, LEGALITY, OR SUITABILITY OF THE SERVICE, THE MATERIALS, OR THE SITE. CANDID ASSUMES NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION, OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, SUBSCRIBER COMMUNICATIONS. CANDID IS NOT RESPONSIBLE FOR ANY TECHNICAL MALFUNCTION OR OTHER PROBLEMS OF ANY NETWORK OR SERVICE, COMPUTER SYSTEM, SERVER OR PROVIDER, COMPUTER OR MOBILE PHONE EQUIPMENT, SOFTWARE, FAILURE OF EMAIL OR PLAYERS ON ACCOUNT OF TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY SITE OR COMBINATION THEREOF, INCLUDING INJURY OR DAMAGE TO SUBSCRIBER'S OR TO ANY OTHER PERSON'S COMPUTER, MOBILE PHONE, OR OTHER HARDWARE OR SOFTWARE, RELATED TO OR RESULTING FROM USING OR DOWNLOADING MATERIALS IN CONNECTION WITH THE INTERNET AND/OR IN CONNECTION WITH THE SERVICE OR SITE.

9.4. CANDID CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SITE AND/OR SERVICE AND/OR ANY PLATFORM APPLICATIONS.

9.5. CANDID DOES NOT REPRESENT OR WARRANT THAT SOFTWARE, RESOURCES, OR MATERIALS ON THE SITE OR SERVICE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE OR THAT THE SITE OR SERVICE, ITS SERVERS, OR ANY PLATFORM APPLICATIONS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, YOU SHOULD EXERCISE CAUTION IN THE USE AND DOWNLOADING OF ANY SUCH SOFTWARE, RESOURCES, OR MATERIALS AND USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES. WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN RESOURCES, MATERIAL, DATA, OR SOFTWARE (INCLUDING ANY MOBILE CLIENT) FROM OR THROUGH THE SERVICE AND ANY PLATFORM APPLICATIONS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOUR MOBILE DEVICE OR COMPUTER SYSTEM OR OTHER HARDWARE OR SOFTWARE, LOSS OF DATA, OR OTHER HARM OF ANY KIND THAT MAY RESULT. CANDID DOES NOT WARRANT THAT YOUR USE OF THE SERVICE OR SITE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE.

9.6. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE AND YOUR RELIANCE UPON THE SERVICE AND/OR THE MATERIALS IS AT YOUR SOLE RISK. UNDER NO CIRCUMSTANCES WILL CANDID BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING ANY LOSS OR DAMAGE TO ANY SUBSCRIBER RESOURCES, RESULTING FROM ANYONE'S USE OF THE SERVICE OR SITE, ANY SUBSCRIBER OR SUBSCRIBER RESOURCES OR THIRD PARTY APPLICATIONS, SOFTWARE, OR RESOURCES POSTED ON OR THROUGH THE SERVICE OR SITE OR TRANSMITTED TO SUBSCRIBERS, OR ANY INTERACTIONS BETWEEN SUBSCRIBERS OR SUBSCRIBERS OF THE SITE, WHETHER ONLINE OR OFFLINE.

9.7. IN ADDITION, CANDID IS NOT RESPONSIBLE, AND MAKES NO REPRESENTATION OR WARRANTIES FOR THE DELIVERY OF ANY MESSAGES (SUCH AS EMAILS, POSTING OF ANSWERS, OR TRANSMISSION

OF ANY OTHER USER GENERATED RESOURCES) SENT THROUGH THE SITE TO ANYONE.

9.8. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT ANY DATA, INFORMATION, RESOURCES, OR MATERIALS CONTAINED IN OR MADE AVAILABLE IN CONNECTION WITH THE SERVICE IS NOT INTENDED AS A SUBSTITUTE FOR THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGEMENT OF TAX, LEGAL, OR OTHER PROFESSIONALS.

9.9. FURTHER, CANDID AND ITS CANDIDS MAKE NO REPRESENTATION OR WARRANTIES THAT THE SERVICE OR THE MATERIAS OR THE SITE ARE APPROPRIATE OR AVAILABLE FOR USE IN ALL GEOGRAPHIC LOCATIONS. IF YOU USE THE SITE, THE SERVICE, OR THE MATERIALS OUTSIDE THE UNITED STATES OF AMERICA, YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS, INCLUDING WITHOUT LIMITATION EXPORT AND IMPORT REGULATIONS OF OTHER COUNTRIES. NEITHER CANDID NOR ANY THIRD PARTY PROVIDERS, PARTNERS, OR AFFILIATES WARRANT THAT THE SITE, ITS SERVERS, THE MATERIALS, OR THE SERVICE OR ANY E-MAIL SENT FROM THE SITE OR ANY THIRD PARTY PROVIDERS, PARTNERS, OR AFFILIATES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

9.10. THIS TOS APPLIES SOLELY TO THE SITE. AS PART OF THE SERVICE PROVIDED TO OTHER CANDID USERS, CANDID HOSTS WEBSITES FOR CERTAIN THIRD PARTIES (“THIRD PARTY WEBSITES”). THIRD PARTY SITES INCLUDE RESOURCES GENERATED BY THIRD PARTIES AND ARE NOT UNDER THE MANAGEMENT AND CONTROL OF CANDID. CANDID IS NOT RESPONSIBLE FOR SUCH THIRD PARTY SITES, INCLUDING WITHOUT LIMITATION, THE ACCURACY, SUFFICIENCY, CORRECTNESS, RELIABILITY, VERACITY, COMPLETENESS OR TIMELINESS THEREOF, ANY LINK CONTAINED THEREIN, ANY CHANGES OR UPDATES THERETO, OR ANY GOODS OR SERVICE SOLD THEREON. YOUR ACCESS OR USE OF ANY THIRD PARTY SITE IS GOVERNED BY THE TERMS APPLICABLE TO SUCH THIRD PARTY SITE. THE HOSTING OF ANY THIRD PARTY SITE BY CANDID DOES

NOT IMPLY AN ENDORSEMENT THEREOF BY CANDID, OR OF THE PROVIDER OF SUCH RESOURCES OR SERVICE, OF ANY THIRD PARTY SITE.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT WILL CANDID OR ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR PENALTIES, INCLUDING, WITHOUT LIMITATION, FOR ANY PERSONAL INJURY, LOST PROFITS, OR LOSS OF PROGRAMS OR OTHER DATA (ON YOUR COMPUTER OR OTHERWISE) ARISING FROM YOUR USE OF THE SERVICE OR SITE OR ANY OF THE SITE RESOURCES OR OTHER MATERIALS ON, ACCESSED THROUGH, OR DOWNLOADED FROM THE SITE, THE COMMERCIAL PRODUCTS OR ANY THIRD PARTY USER GENERATED RESOURCES AVAILABLE ON OR THROUGH THE SITE, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MALPRACTICE, OR OTHERWISE, EVEN IF CANDID IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR PENALTIES.

10.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, CANDID'S LIABILITY FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO CANDID FOR THE SERVICE DURING THE TERM OF MEMBERSHIP. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO CANDID FOR THE SERVICE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM CANDID, REGARDLESS OF THE CAUSE OF ACTION.

10.3. YOU HEREBY RELEASE CANDID AND HOLD CANDID AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, CANDIDS, AND THEIR OFFICERS, DIRECTORS, TRUSTEES, AFFILIATES, SUBCONTACTORS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE (INCLUDING, WITHOUT LIMITATION, ACTUAL, SPECIAL, INCIDENTAL, AND CONSEQUENTIAL), KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED

WITH THE USE OF THE SERVICE, MATERIALS, SITE, YOUR RESOURCES, COMMERCIAL PRODUCTS, OR ANY THIRD PARTY USER GENERATED RESOURCES AVAILABLE ON OR THROUGH THE SITE.

10.4. TO THE EXTENT AVAILABLE TO YOU, YOU HEREBY WAIVE THE PROVISIONS OF ANY STATE OR LOCAL LAW LIMITING OR PROHIBITING A GENERAL RELEASE.

11. EXCLUSIVE REMEDY

11.1. IN THE EVENT OF ANY PROBLEM WITH THE SITE, THE SERVICE, OR THE MATERIALS YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY IS TO CEASE USING THE SITE, THE SERVICE, AND THE MATERIALS.

11.2. UNDER NO CIRCUMSTANCES SHALL CANDID, ITS AFFILIATES, OR CANDIDS BE LIABLE IN ANY WAY FOR YOUR USE OF THE SITE, THE SERVICE, THE MATERIALS, YOUR RESOURCES, OR THIRD PARTY USER-GENERATED RESOURCES AVAILABLE ON OR THROUGH THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS, ANY INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES, OR FOR ANY LOSS OR DAMAGE OF ANY KIND. CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

12. Indemnification

12.1. You agree to indemnify, hold harmless, and defend Candid and its Candids, suppliers, contractors, partners, officers, directors, employees, agents, affiliates, subsidiaries, successors, and assigns (collectively "Indemnified Parties") from and against any and all liability, loss, claim, damages, expenses, or costs (including but not limited to attorneys' fees and expenses) incurred by or made against the Indemnified Parties in connection with any claim arising from or related to (a) your use (or anyone using your account's use) of the Service, the Site, or the Materials, (b) Subscriber Resources, (c) any Commercial Products you offer on or through the Site or using the Service, or (d) any Third Party Applications, Software, or Resources posted or shared on or through the Service or Site by you, your use of the Service or Site, your conduct in connection with the Service or Site, or with other

Subscribers of the Service or Site. This includes, but is not limited to, any breach or violation of this TOS by you, anyone utilizing your account, or of any law or the rights of any third party. You agree to fully cooperate at your expense as reasonably required by an Indemnified Party. Each Indemnified Party may, at its election, assume the defense and control of any matter for which it is indemnified hereunder. You shall not settle any matter involving an Indemnified Party without the consent of the applicable Indemnified Party. In the event Candid seeks to enforce this provision against you with respect to a third party claim, Candid will give you prompt notice of such claim. Failure to provide such notice will relieve your obligations only to the extent you were prejudiced by such failure.

13. Amendments

13.1. Candid reserves the right, in Candid's sole discretion, to modify the terms and conditions of this TOS at any time. Notification will be posted on Candid's website or by otherwise making such revised terms available for review by you, and it is your responsibility to check the website periodically for changes. Changes to the TOS shall be posted on the Site and such changes shall be effective immediately upon posting. Your continued use of or access to the Service following the posting of any changes to this TOS constitutes acceptance of those changes. Any such modifications will supersede all prior versions after the revised version has been posted on the Site or otherwise made available as described above. Candid may also, in the future, offer new services and/or features through the Site (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this TOS.

14. Disputes

14.1 If a dispute arises out of or relates to (a) this TOS or (b) any agreements between the Parties related to or issued under this TOS or (c) any actions in breach of any such agreement, the Parties agree to endeavor in good faith to settle the dispute in an amicable manner. The Parties will first make reasonable efforts to settle the dispute through direct discussion among the personnel involved with the implementation of the terms of the TOS in dispute.

14.2. The Parties acknowledge and agree that any legal suit, claim, cause of action, or proceeding relating to this TOS or the transactions contemplated hereby will be governed by, and enforced in accordance with, the substantive and procedural laws of the State of New

York, without regard to conflicts of law rules and must be brought in the state or federal courts sitting in the Borough of Manhattan, New York, New York. Each Party submits to the exclusive jurisdiction of such courts and irrevocably and unconditionally waives any jurisdictional, venue, or inconvenient forum objections to such courts. The prevailing party will be entitled to be reimbursed all costs and attorneys' fees.

14.3. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this TOS.

15. **Notice**

15.1. Any notice or waiver ("Notice") concerning this TOS must be in writing and be sent to the other party at the address below (or to another address given by a party in a Notice) by personal delivery, recognized courier service, certified or registered mail (postage prepaid, return receipt requested), email with read receipt enabled, or by another method for which the sender has written confirmation of receipt by the other party. Notice will be considered given upon receipt, as evidenced by delivery receipt or other written proof.

Candid
32 Old Slip
New York, NY 10015
Attn: Contracts Manager
Email: contracts@candid.org

16. **Force Majeure**

16.1. Candid shall not be liable or responsible for any delay or failure in performance to the extent such delay or failure arises from or in connection with an event or circumstance beyond its control, such as: any act of God or nature, including, but not limited to, fire, flood, hurricane, blizzard or other extreme or inclement weather, environmental conditions, or natural calamity or disaster; health risk or emergency, including, but not limited to, epidemic, pandemic, famine, disease, quarantine, and other health risks declared or recognized by the Center for Disease Control, the World Health Organization, a national government or other similar body; hostilities, including, but not limited to, war (whether or not declared), military action, terrorist acts, civil unrest, civil disobedience, curfew restriction, public disorder, violent demonstration, or similar unrest; contamination or

pollutant, including, but not limited to, from radioactivity, nuclear waste, toxic explosive, chemical or other hazardous or harmful substance or source; action by workers, including, but not limited to, rioting, strikes, slowdowns, work stoppage, or other labor disputes or activity; interruptions or disruptions to infrastructure, including, but not limited to, electricity or other utilities, telecommunications, or transportation; government regulation, warning, advisory, travel restrictions, or similar actions or pronouncements of authorities; and other circumstances beyond the control of Candid, whether or not foreseeable.

17. No Assignment

17.1. You may not assign this TOS or any of your rights hereunder. Any such attempted assignment shall be null and void.

18. Miscellaneous

18.1. If any provision of this TOS is held by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable in any jurisdiction for any reason, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby and such remaining provisions will remain in full force and effect. In addition, this TOS will be modified automatically to the extent necessary to cure or, if necessary, delete the offending provision.

18.2. If Candid fails to enforce any provision of this TOS, it will not constitute a waiver of such right or provision in that or any other instance.

18.3. You will not transfer any of your rights or obligations under this TOS to anyone else without our prior written consent.

18.4. All of Candid's rights and obligations under this TOS are freely assignable by Candid in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

18.5. This TOS does not confer any third party beneficiary rights.

18.6. A printed version of this TOS and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this TOS to

the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

19. Entire TOS

19.1. This TOS constitutes the entire TOS between you and Candid regarding the use of the Service and/or Site, superseding any prior TOS between you and Candid relating to your use of the Service or Site.