

TERMS OF SERVICE

Last modified: 1/18/17

PLEASE READ THE FOLLOWING TERMS OF SERVICE BEFORE USING WWW.CALLSFORCHANGE.COM (THE "SITE"). BY ACCESSING ANY PAGE ON THIS SITE OR BY OTHERWISE USING THE SERVICE, YOU AGREE TO BE BOUND BY THE CURRENT VERSION OF OUR TERMS OF SERVICE AND PRIVACY POLICY WHICH MAY CHANGE FROM TIME TO TIME AS SET FORTH BELOW OR IN THE PRIVACY POLICY.

1. General

Welcome to the website of Calls for Change ("CFC", "we", "us"). CFC provides an email and text messaging service (the "Texts" and "Emails") for Users who register accounts through the Site (hereinafter the Emails, Texts and Site shall be collectively referred to as the "Service"). The Service requires that Users have a current and valid email account and/or cellphone number and carrier contract allowing the receipt of email and/or text messages for as long as Users choose to subscribe to and use the Service.

2. Acceptance of the Terms of Service

We ask that you review and abide by these Terms of Service, our [Privacy Policy](#), and any other terms and conditions that may appear on the Site from time to time, including but not limited to the express consent that you provide when you sign up to receive Texts and/or Emails from CFC (together, the "Agreement"). Your use of the Service constitutes your agreement to these Terms of Service, and we reserve the right to revise these Terms of Service at any time without notice to you. When we make revisions, we will post them on the Site and they will be effective immediately upon posting. You agree to check this section periodically to be aware of any changes to the Terms of Service. YOUR CONTINUED USE OF THE SERVICE AFTER THE POSTING OF ANY REVISIONS SHALL BE CONSIDERED YOUR AGREEMENT TO THE MODIFIED TERMS OF SERVICE. If you do not agree to these Terms of Service, please do not use the Service.

The Service is not intended for users who are younger than 18 years old. By using the Service, you represent and warrant that you are of legal age to form a binding contract with CFC and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Service.

The Service and its Content are intended solely for personal and non-commercial use by you. Any use of the Service or its Content other than for personal and non-commercial purposes is strictly prohibited.

3. What We Own

Unless otherwise noted, all material and services available on the Site, and all material and services provided by or through the Service, its affiliates, subsidiaries, employees, agents, licensors or other commercial partners including, but not limited to, software, all informational text, 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 "Content") are the intellectual property of CFC or our licensors. The Content is protected by U.S.

copyright, trademark, trade-dress, and any other applicable national or international intellectual property laws. All CFC trademarks and service marks, logos, slogans and taglines are the property of CFC. All other trademarks, service marks, logos, slogans and taglines are the property of their respective owners. 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 CFC without our express written permission, or the express written permission of such third-party that may own the trademark, service mark, logo, slogan or tagline.

4. Our License to You

Subject to this Agreement, CFC hereby grants you a limited, revocable, non-transferable and non-exclusive license to use the Service through your email or cell phone number to the extent, and only to the extent, necessary to access and use our Service in accordance with the terms of this Agreement. This license does not permit you, and you agree not to:

- store, copy, reproduce, republish, modify, upload, post, translate, scrape, rent, lease, loan, sell, distribute, transfer, transmit, display, decompile, reverse engineer, reverse assemble, decipher or otherwise attempt to discover any programming code or any source code used in or with the Service or otherwise distribute in any way the components of the Service other than as specifically permitted in this Agreement;
- sell, assign, sublicense, grant a security interest in or otherwise attempt to transfer any right in the Service, create derivative works based on or in any manner commercially exploit the Service, in whole or in part, other than as expressly permitted in this Agreement;
- solicit other users to join or become members of any commercial online service or other organization without our prior written approval ;
- encourage conduct that violates any local, state or federal law, either civil or criminal, or impersonate another user, person, or entity (e.g., using another person's Service credentials without permission, etc.);
- violate U.S. export laws, including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce; or
- engage in any conduct that restricts or inhibits any other user from using or enjoying the Service.

Any use of the Service for any purpose other than as specifically permitted herein or without our prior consent or the prior written consent of our licensors, as applicable, is expressly prohibited. We reserve all rights not expressly granted in this Agreement. You agree to fully cooperate with us to investigate any suspected or actual activity that is in breach of these Terms of Service.

5. Use of the Service

We reserve the right to withdraw or amend this Site, and any Service or material we provide, including the text messaging and email service, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site or Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users.

To access the Service, you may be asked to provide certain registration details or other information, including your current cellphone number and/or email address. IT IS A CONDITION OF YOUR USE OF THE SERVICE THAT ALL THE INFORMATION YOU PROVIDE ON THE SITE TO USE THE SERVICE IS CORRECT, CURRENT AND COMPLETE, AND YOU AGREE THAT IF YOUR REGISTRATION INFORMATION CHANGES,

INCLUDING BUT NOT LIMITED TO YOUR CELLPHONE NUMBER AND/OR EMAIL ADDRESS, YOU WILL PROMPTLY UPDATE YOUR ACCOUNT. You agree that all information you provide to register with this Site or otherwise, including but not limited to through the use of any interactive features on the Site, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Service or our Privacy Policy.

In order to unsubscribe from the Texts, you may reply STOP to unsubscribe from any or all of the Services, or you may email CFC at MakeCallsForChange@gmail.com and tell us what part of the Service you want to unsubscribe from.

6. Content You Provide to Us

We may now or in the future permit users to post, upload, transmit through, or otherwise make available on the Service (collectively, “submit”) messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, and/or other materials (“User Content”). You are legally responsible for all User Content that you submit in connection with the Service. CFC is not responsible for your User Content. You hereby grant CFC, or warrant that the owner has expressly granted, to us a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, fully sub licensable, and transferable right and license to use, reproduce, distribute, create derivative works based upon (including, without limitation, translations), publicly display, publicly perform, transmit, and publish the User Content (in whole or in part) User Content in order to provide you with the Service, and hereby represent and warrant that you have all the rights necessary to grant us such license. We do not guarantee any confidentiality with respect to User Content even if it is not published on the Service. It is solely your responsibility to monitor and protect any intellectual property rights that you may have in your User Content, and we do not accept any responsibility for the same.

You shall not submit any User Content protected by copyright, trademark, patent, trade secret, moral right, or other intellectual property or proprietary right without the express permission of the rights holder. You are solely liable for any damage resulting from your failure to obtain such permission or from any other harm resulting from User Content that you submit.

You represent, warrant, and covenant that you will not submit any User Content that:

- violates or infringes in any way upon the rights of others, including, but not limited to, any copyright, trademark, patent, trade secret, moral right, or other intellectual property or proprietary right of any person or entity;
- impersonates another or is unlawful, threatening, abusive, libelous, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, pornographic, or otherwise objectionable;
- encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law;
- is an advertisement for goods or services or a solicitation of funds;
- includes personal information such as messages which identify phone numbers, social security numbers, account numbers, addresses, or employer references;
- contains a formula, instruction, or advice that could cause harm or injury; or
- is a chain letter of any kind.

We have the right, but not the obligation, to monitor User Content. We have the right in our sole discretion and for any reason whatsoever to edit, refuse to post, remove, or disable access to any User Content.

7. Geographic Restrictions

We make no claims that the Site, Service, or any of its content is accessible or appropriate outside of the United States. Access to the Service may not be legal by certain persons or in certain countries. If you access the Service from outside the United States, you do so on your own initiative and are responsible for compliance with local laws and cellphone service provider rates and terms of service.

8. Accuracy of Information

While we strive for accuracy, information on the Site may sometimes contain errors or inaccuracies. CFC does not make any warranty as to the correctness or reliability of the Site's content or any messages we send out to Users.

9. Link

Our Site will occasionally contain links to, and quotation of, Material from other sites. CFC is not responsible for the content, completeness, or reliability of any content on other sites and is not responsible for the privacy practices of other sites. We encourage our users to be aware when they leave CFC's Site, and to read the privacy statements of any website that may collect personally identifiable information. We provide the Service for informational and entertainment purposes only. You may not rely on any information and opinions expressed on any of our Service for any other purpose.

10. Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS OF SERVICE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SITE, CONTENT, PRODUCTS AND/OR SERVICE ON THE SITE OR ELSEWHERE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS OF SERVICE, CFC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CFC DOES NOT REPRESENT OR WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE ARE FREE FROM VIRUSES OR ANYTHING ELSE HARMFUL. FURTHER, EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS OF SERVICE, CFC MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, ADEQUACY, RELIABILITY, OR COMPLETENESS OF THE SITE, TEXT MESSAGES, EMAILS, SERVICE, CONTENT, THE CONTENT OF ANY THIRD-PARTY SITE LINKED TO OR FROM THIS SITE, COMMENTS, INFORMATION, INFORMATION PROVIDED BY US OR OUR VENDORS, OR ANY OTHER ITEMS OR MATERIALS ON THE SITE OR LINKED TO FROM THE SITE.

NO PERSON (INCLUDING ANY AGENT, DEALER OR REPRESENTATIVE OF CFC) IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING CFC'S SITE AND SERVICE, AND YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED ON ANY OTHER WARRANTIES OR REPRESENTATIONS.

11. Limitation of CFC's Liability

CFC ASSUMES NO LIABILITY OR RESPONSIBILITY FOR (A) ANY, ERRORS, MISTAKES OR INACCURACIES OF THE CONTENT, PRODUCTS, SERVICE, INFORMATION, SITE AND MATERIALS SET FORTH ON OR MADE AVAILABLE THROUGH THE SITE, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SITE, PRODUCTS, SERVICE OR ANY THIRD PARTY SITE(S), PRODUCTS OR SERVICES, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVERS THAT HOST THE SITE OR ANY THIRD PARTY SITE(S) AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE OR THIRD PARTY SITE(S), (E) ANY BUGS, VIRUSES, TROJAN HORSES OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE OR ANY THIRD PARTY SITE(S) BY CFC OR ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN THE NETWORK OR ANY CONTENT, INFORMATION AND MATERIALS (INCLUDING BUT NOT LIMITED TO THIRD PARTY SITE(S)) OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY OF THE FOREGOING.

IN NO EVENT SHALL CFC OR ITS SUBSIDIARIES, AFFILIATES, AGENTS, SUPPLIERS, VENDORS, MANUFACTURERS OR DISTRIBUTORS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, REVENUE OR PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY OR GOODWILL, ARISING FROM OR IN CONNECTION WITH (A) THE USE OF, OR INABILITY TO USE, THE SITE; (B) THE PROVISION OF OR FAILURE TO PROVIDE SERVICE, MATERIALS, CONTENT, OR SOFTWARE AVAILABLE FROM, ON OR THROUGH THE SITE OR ANY THIRD-PARTY WEBSITE(S); OR (C) THE CONDUCT OF OTHER USERS OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF CFC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ASSUME COMPLETE RESPONSIBILITY FOR YOUR USE OF THE SITE. YOUR SOLE REMEDY AGAINST CFC FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO STOP USING THE WEBSITE. THAT SAID, IF CFC IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS ARISING OUT OF OR WHICH IS IN ANY WAY CONNECTED WITH YOUR USE OF THE SITE, CFC'S LIABILITY SHALL NOT EXCEED \$100.00 IN THE AGGREGATE.

12. Indemnification

You agree to indemnify and hold harmless CFC and its officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries, and their related companies from and

against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) arising out of, related to, or that may arise in connection with: (i) your access to or use of the Service; (ii) User Content provided by you or through use of your account; (iii) any actual or alleged violation or breach by you of these Terms of Service; (iv) any actual or alleged breach of any representation, warranty, or covenant that you have made to us; or (v) your acts or omissions. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder.

13. Arbitration

For any dispute you have with CFC, you agree to first contact us at MakeCallsForChange@gmail.com and attempt to resolve the dispute with us informally. If CFC has not been able to resolve the dispute with you informally, we each agree to resolve any claim, dispute, or controversy (excluding claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms by binding arbitration by the American Arbitration Association ("AAA") under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided herein. Unless you and CFC agree otherwise, the arbitration will be conducted in Santa Clara County, California. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules, except that CFC will pay for your reasonable filing, administrative, and arbitrator fees if your claim for damages does not exceed \$75,000 and is non-frivolous (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property or unauthorized access to the Service.

14. No Class Actions; Waiver of Jury Trial

ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND CFC ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

15. Termination

These Terms of Service are effective unless and until terminated by either you or CFC.. CFC may terminate these Terms of Service at any time immediately and without notice, and accordingly deny you access to the Service, for any reason in its sole discretion; however, the provisions in these Terms of Service that relate to intellectual property, indemnification, disclaimer, limitation of liability, and choice of law shall survive any termination of these Terms of Service.

16. Governing Law and Jurisdiction

These Terms of Service shall be construed in accordance with the laws of the State of New York without regard to any conflict of law provisions. CFC's performance of these Terms of Service is subject to existing laws and legal process, and nothing contained in this these Terms of Service is in derogation of CFC's right to comply with law enforcement requests or requirements.

17. Entire Agreement; No Waiver

These Terms of Service along with our Privacy Policy, which is expressly incorporated herein by reference and which can be accessed on this Site, and any other terms that may appear on the Site from time-to-time, including but not limited to the express consent that you provide when you sign up to receive Texts and/or Emails from CFC, (collectively, the "Agreement") contain the entire understanding and agreement between you and CFC with respect to your use and access of this Site, and supersede all prior agreements, terms, conditions and understandings, both written and oral, with respect to such use and access of the Site. No representation, statement or inducement, whether oral or written, not contained in this Agreement shall bind any party to this Agreement. No additional or different terms or conditions will be binding upon us unless expressly agreed to in a writing specifically designated as such and signed by an officer of CFC. No other representative has any authority to waive, alter, vary or add to these Terms of Service. Before using this Site please read through all referenced documents carefully. No waiver by us of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by us to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

18. Severability

If any portion of these Terms of Service is held to be invalid or unenforceable, the invalid or unenforceable portion shall be modified in accordance with the applicable law with a provision that most closely reflects the intention of the original provision, and the remainder of these Terms of Service shall remain in full force and effect. The failure of CFC to insist upon or enforce strict performance by you of any provision of these Terms of Service shall not be construed as a waiver of any provision or right.

19. Copyright Policy

We respect the intellectual property rights of others and expect users to do the same. In appropriate circumstances and at our sole discretion, we may terminate and/or disable the accounts of users suspected to be infringing the copyrights (or other intellectual property rights) of others. Additionally, in appropriate circumstances and in our sole discretion, we may remove or disable access to material on any of our websites or hosted on our systems that may be infringing or the subject of infringing activity.

In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 ("DMCA"), we will respond promptly to claims of copyright infringement that are reported to the agent that we have designated to receive notifications of claims infringement (its "Designated Agent"). Our Designated Agent is:

DMCA AGENT
855 El Camino Real Suite 13A-150
Palo Alto, CA 94301
MAKECALLSFORCHANGE@GMAIL.COM

If you are a copyright owner (or authorized to act on behalf of the copyright owner) and believe that your work's copyright has been infringed, please report your notice of infringement to us by providing our Designated Agent with a written notification of claimed infringement that includes substantially the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
- A statement that you have 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.
- 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.

We will investigate notices of copyright infringement and take appropriate actions under the DMCA. Inquiries that do not follow this procedure may not receive a response.

20. Assignment

You may not assign these Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, without our prior written consent. Any such purported assignment or delegation by you without the appropriate prior written consent will be null and void and of no force and effect. We may assign these Terms of Use or any rights hereunder without your consent and without notice.

21. Changes to our Terms of Service

We may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Site thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction and Arbitration above will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Site.

Your continued use of the Service following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

22. Notice of Changes and Use of Terms of Service

We may provide notice to you relating to this Agreement, the Service and/or the Site by sending an e-mail to your last known e-mail address, and any such notice shall be deemed given and received on the day it is sent. A printed version of these Terms of Service and of any notices given to you in electronic form or otherwise shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You agree that any cause of action that you may desire to bring arising out of or related to this Agreement, the Service and/or the Site must commence within one (1) year after the cause of action arises. You may not use the Site or

export the Content in violation of U.S. export laws and regulations. If you access the Site from a location outside the United States, you are responsible for compliance with all local laws.