

Baltimore Corps – Online Services Terms of Use

1. Introduction. Welcome to baltimorecorps.org. These Terms of Use (“Terms”) govern your use (as the “User”) of this Baltimore Corps, Inc. (“Baltimore Corps”) website, its various web pages, and associated Baltimore Corps online platforms (the “Services”). Please read these Terms carefully. The Services are offered to you conditioned on your acceptance without modification of the Terms. By using this website, you acknowledge and agree to abide by these Terms.

2. Privacy. Your use of the Services is subject to Baltimore Corps’ Privacy Policy. Please review the Privacy Policy, which also governs the Services and informs Users of our data collection practices.

3. Electronic Communications. Visiting baltimorecorps.org or sending emails to Baltimore Corps constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on/through the Services, satisfy any legal requirement that such communications be in writing.

4. Your Account. If you create an account through the Services, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Baltimore Corps is not responsible for third party access to your account that results from theft or misappropriation of your account. Baltimore Corps and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in Baltimore Corps’ sole discretion.

5. Children Under Thirteen. Baltimore Corps does not knowingly collect personally identifiable information from children under the age of thirteen. If you are under the age of thirteen, you may use this website only with the permission of your parent or guardian.

6. Cancellation/Refund Policy. Fees paid to post a job or opportunity are not refundable but may be credited toward future purchases in specific cases. Please contact us at partnerships@baltimorecorps.org for more details.

7. Links to Third Party Sites/Third Party Services. This website contains links to other sites. Please be aware that Baltimore Corps is not responsible for the content or privacy practices of such other sites and does not have control over such sites. Baltimore Corps provides these links only as a convenience, and the inclusion of any link does not imply endorsement by Baltimore Corps of that site or any association with its operators.

Certain services made available via baltimorecorps.org are delivered by third party sites and organizations. By using any product, service or functionality originating from the

baltimorecorps.org domain, you hereby acknowledge and consent that Baltimore Corps may share such information and data with any third party with whom Baltimore Corps has a contractual relationship to provide the requested product, service or functionality on behalf of baltimorecorps.org users and customers.

8. No Unlawful or Prohibited Use/Intellectual Property. You are granted a non-exclusive, non-transferable, revocable license to access and use baltimorecorps.org strictly in accordance with these terms of use. As a condition of your use of the Services, you warrant to Baltimore Corps that you will not use the Services for any purpose that is unlawful or prohibited by these Terms. You may not use the Services in any manner which could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services.

All content included as part of the Services, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Services, is the property of Baltimore Corps or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends, or other restrictions contained in any such content and will not make any changes thereto.

You agree that you will not modify, publish, transmit, reverse engineer, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the content, in whole or in part, found on the Services. Baltimore Corps content is not for resale. Your use of the Services does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Baltimore Corps and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Baltimore Corps or our licensors except as expressly authorized by these Terms.

9. Use of Communication Services. The Services may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name,

material, or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes, or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

Baltimore Corps has no obligation to monitor the Communication Services. However, Baltimore Corps reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Baltimore Corps reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Baltimore Corps reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, in Baltimore Corps' sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children through any Communication Service. Baltimore Corps does not control or endorse the content, messages, or information found in any Communication Service and, therefore, Baltimore Corps specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Baltimore Corps spokespersons, and their views do not necessarily reflect those of Baltimore Corps.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction, and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

10. Materials Provided to baltimorecorps.org or Posted on Any Baltimore Corps Web Page.

Baltimore Corps does not claim ownership of the materials you provide to baltimorecorps.org (including feedback and suggestions) or post, upload, input, or submit to any Baltimore Corps website or our associated services (collectively, "Submissions"). However, by posting, uploading, inputting, providing, or submitting your Submissions you are granting Baltimore

Corps, our affiliated companies, and necessary sublicensees permission to use your Submission in connection with the operation of their Internet business including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. Baltimore Corps is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Baltimore Corps' sole discretion.

By posting, uploading, inputting, providing, or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input, or submit the Submissions.

11. International Users. The Services are controlled, operated, and administered by Baltimore Corps from our offices within the United States. If you access the Services from a location outside the United States, you are responsible for compliance with all local laws. You agree that you will not use the Baltimore Corps content accessed through baltimorecorps.org in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

12. Indemnification. You agree to indemnify, defend, and hold harmless Baltimore Corps, its officers, directors, employees, agents, and third parties, for any losses, costs, liabilities, and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the website or Services, any user postings made by you, your violation of any terms of these Terms of Use or your violation of any rights of a third party, or your violation of any applicable laws, rules, or regulations. Baltimore Corps reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Baltimore Corps in asserting any available defenses.

13. Arbitration. In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms of Use, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator located in the State of Maryland and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding, or arbitration arises out of or concerns these Terms of Use, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms of Use or any disputes arising as a result of these Terms of Use, whether directly or indirectly, including Tort claims that are a result of these Terms of Use. The parties agree that that Federal Arbitration Act governs the interpretation and

enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision, shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms of Use.

14. Class Action Waiver. Any arbitration under these Terms of Use will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE, AND/OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Baltimore Corps agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

15. Liability Disclaimer. THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE WEBSITE AND *SERVICES* MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO THE INFORMATION HEREIN. BALTIMORE CORPS AND/OR ITS SUPPLIERS AND PARTNERS MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE SERVICES AT ANY TIME.

BALTIMORE CORPS AND/OR ITS SUPPLIERS AND PARTNERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS CONTAINED ON THE WEBSITE AND *SERVICES* FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. BALTIMORE CORPS AND/OR ITS SUPPLIERS AND PARTNERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BALTIMORE CORPS AND/OR ITS SUPPLIERS AND PARTNERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR ANY 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 *SERVICES*, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS OBTAINED THROUGH THE

SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE *SERVICES*, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF BALTIMORE CORPS OR ANY OF ITS SUPPLIERS OR PARTNERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/ JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE *SERVICES*, OR WITH ANY OF THESE *TERMS OF USE*, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE *SERVICES*.

16. Termination/Access Restriction. Baltimore Corps reserves the right, in its sole discretion, to terminate your access to the website and the related Services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Maryland and you hereby consent to the exclusive jurisdiction and venue of courts in Maryland in all disputes arising out of or relating to the use of the Services. Use of the Services is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Baltimore Corps as a result of this agreement or use of the Services. Baltimore Corps' performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Baltimore Corps' right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by Baltimore Corps with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the User and Baltimore Corps with respect to the Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Baltimore Corps with respect to the Services. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that this agreement and all related documents be written in English.

17. Changes to Terms. Baltimore Corps reserves the right, in its sole discretion, to change the Terms under which the Services (including baltimorecorps.org) are offered. The most current

version of the Terms will supersede all previous versions. Baltimore Corps encourages you to periodically review the Terms to stay informed of our updates.

18. Contact Information. Baltimore Corps welcomes your questions or comments regarding these Terms of Use. You can contact Baltimore Corps at:

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