

## Homeful.LA Terms of Service

Last Modified: [August 13, 2018]

These Terms of Service (together with any documents they expressly incorporate by reference, this “**Agreement**”) are entered into by and among you (“**you**” or “**your**”), Inner City Law Center, and Homeful.LA, an initiative of Inner City Law Center (together with Inner City Law Center, “**we**”, “**us**”, or “**our**”).

This Agreement governs your access to and use of our website, including any content, functionality, and services offered on or through Homeful.LA (collectively, our “**Website**”), whether as a guest or a registered user. Please read this Agreement carefully before you start to use our Website.

**By using our Website, you accept and agree to be bound and abide by this Agreement.**

1. **Who May Use our Website.** Our Website is offered and available to users who are 18 years of age or older, and reside in the United States or any of its territories or possessions. We make no claims that our Website or any of its content is accessible or appropriate outside of the United States. Access to our Website may not be legal by certain persons or in certain countries. By using our Website, you represent and warrant that you meet all of the foregoing eligibility requirements.
2. **Changes to this Agreement.** We may revise and update this Agreement 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 our Website thereafter (including any related disputes). Your continued use of our Website following the posting of revisions to this Agreement means that you accept and agree to the changes.
3. **Accessing our Website and Account Security.** We may withdraw or amend our Website, and any service or material we provide on our Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of our Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our Website, or the entire Website, to users, including registered users. You are responsible for:
  - a. Making all arrangements necessary for you to have access to our Website.
  - b. Ensuring that all persons who access our Website through your internet connection are aware of this Agreement and comply with this Agreement.
  - c. Ensuring that all information you provide on our Website is correct, current, and complete.

If you choose to register for an account on our Website (a “**User Account**”), you shall not allow anyone other than you to access our Website using your User Account. You shall ensure that you exit from your User Account at the end of each session. You shall notify us immediately of any unauthorized access to or use of your User Account.

We have the right to disable any User Account at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of this Agreement.

4. **Intellectual Property Rights.** Our Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, logos, slogans, video, and audio, and the design, selection, and arrangement thereof) are owned by us, our licensors, or other providers of such material and may be protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.
5. **Prohibited Uses.** You may use our Website only for lawful purposes and in accordance with this

Agreement. You shall not:

- a. Use any intellectual property owned by us without our prior written permission.
  - b. Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
  - c. Access or use for any commercial purposes any part of our Website or any services or materials available through our Website.
  - d. Reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as required for your computer or device to access and use our Website as permitted by this Agreement (e.g., temporarily storing copies of materials in RAM).
  - e. Violate any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
  - f. Use any information obtained from our Website to harass, abuse, or otherwise harm any person or entity.
  - g. Impersonate or attempt to impersonate us, any of our employees, another user, or any other person or entity.
  - h. Use any robot, spider, or other automatic device, process, or means to access our Website for any purpose, including monitoring or copying any of the material on our Website.
  - i. Cause our Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing or in-line linking.
  - j. Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of our Website, or which, as determined by us, may expose to liability or otherwise harm us, our Website, or users of our Website.
6. **Reliance on Information Posted.** The information presented on or through our Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to our Website, or by anyone who may be informed of any of its contents.
7. **Information About You and Your Visits to our Website.** All information we collect on our Website is subject to our Privacy Policy [\[http://www.innercitylaw.org/wp-content/uploads/2018/08/Homeful-LA-Privacy-Policy.pdf\]](http://www.innercitylaw.org/wp-content/uploads/2018/08/Homeful-LA-Privacy-Policy.pdf), incorporated herein by reference. By using our Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.
8. **Linking to our Website.** You may link to our Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.
9. **Links from our Website.** If our Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from

your use of them. If you decide to access any of the third-party websites linked to our Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

#### **10. Disclaimer of Warranties.**

TO THE FULLEST EXTENT PROVIDED BY LAW:

- a. WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE.
- b. WITHOUT LIMITING THE FOREGOING, WE, ON BEHALF OF OURSELVES, OUR AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, CONTRACTORS, SUPPLIERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS (COLLECTIVELY, THE “**PROVIDER PARTIES**”) DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTY OR REPRESENTATION WITH RESPECT TO OUR WEBSITE, INCLUDING ANY WARRANTIES REGARDING: MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR PARTICULAR PURPOSE, COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR THAT OPERATION OF OUR WEBSITE WILL BE ERROR-FREE, UNINTERRUPTED, OR VIRUS-FREE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **11. Limitation on Liability.**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE PROVIDER PARTIES BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OUR WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON OUR WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

- 12. Indemnification.** You shall defend, indemnify, and hold harmless the Provider Parties and their successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys’ fees) arising out of or relating to your violation of this Agreement or your use of our Website.
- 13. Governing Law.** All matters relating to our Website and this Agreement and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).
- 14. Jurisdiction.** Any legal suit, action, or proceeding arising out of, or related to, this Agreement or our Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of California. You waive any and all objections to the exercise of jurisdiction over you by such courts and

to venue in such courts.

15. **Arbitration**. At our sole discretion, we may require you to submit any disputes arising from this Agreement or the use of our Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying the laws of the State of California.
16. **Limitation on Time to File Claims**. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR OUR WEBSITE MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
17. **Waiver**. No waiver by us of any term or condition set out in this Agreement 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 this Agreement shall not constitute a waiver of such right or provision.
18. **Severability**. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect.
19. **Survival**. Sections 4, 5, 6 and 10 - 20 survive the termination of this Agreement.
20. **Entire Agreement**. This Agreement constitutes the sole and entire agreement between you and us regarding our Website and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding our Website.