

Terms of Service

Please read this Terms of Service Agreement carefully. Your use of the Site (as defined below) constitutes your agreement to this Terms of Service Agreement.

This Terms of Service Agreement (the “**Agreement**”) is between you (“**you**”) and Call for Action, Inc. (“**CFA**,” “**we**,” “**us**”) concerning your use of the Internet World Wide Web site currently located at <http://callforaction.org/> (together with any successor site(s) and all Site Materials (as defined below), the “**Site**”).

1. Acceptance of Terms. The Site is made available by CFA subject to this Agreement. We reserve the right to update or make changes to this Agreement from time to time in our sole discretion, which changes we may provide to you by any reasonable means, including without limitation, by posting the revised version of this Agreement on the Site. You can determine when this Agreement was last revised by referring to the “*LAST UPDATED*” legend at the top of this Agreement. When using the Site, you agree that you are subject to any additional posted guidelines, rules, terms and conditions applicable to the Site, which are hereby incorporated by reference into this Agreement.

We reserve the right, at any time and from time to time, temporarily or permanently, in whole or in part, to: modify or discontinue the Site, with or without notice; charge fees in connection with the use of the Site; modify and/or waive any fees charged in connection with the Site; and/or offer opportunities to some or all users of the Site. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site, in whole or in part, or of any Site Materials or products advertised and/or offered through the Site. Your continued use of the Site after such changes will indicate your acceptance of such changes.

2. Jurisdictional Issues. The Site is controlled and operated by CFA from the United States, and is not intended to subject CFA to the laws or jurisdiction of any state, country or territory other than that of the United States. CFA does not represent or warrant that the Site or any part thereof is appropriate or available for use in any particular jurisdiction other than the United States. Those who choose to access the Site do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. You are also subject to United States export controls and are responsible for any violations of such controls, including any United States embargoes or other federal rules and regulations restricting exports. We may limit the Site’s availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

3. Site Materials. We provide users of the Site with access to content, information and other materials related to consumer protection, online privacy, identity theft and other similar issues, which may include, without limitation, photographs, graphics, images, data and other similar content (such items, collectively, the “**Site Materials**”).

4. Information Submitted Through the Site. Your submission of information through the Site is governed by CFA’s Privacy Policy, which is located at [URL] (the “**Privacy Policy**”). This Agreement incorporates by reference the terms and conditions of the Privacy Policy. You represent and warrant that any information you provide in connection with your use of the Site is and shall remain true, accurate, and complete, and that you will maintain and update such information regularly. You agree that if any information you provide is false, inaccurate, obsolete or incomplete, we may terminate your use of the Site and/or any of the Site Materials.

5. Rules of Conduct. While using the Site you will comply with all applicable laws, rules and regulations. In addition, we expect users of the Site to respect the rights and dignity of others. Your use of the Site is conditioned on your compliance with the following rules of conduct. You agree that you will not:

- Post, transmit, or otherwise make available, through or in connection with the Site:
 - Anything that is or may be (a) threatening, harassing, degrading or hateful; (b) defamatory; (c) fraudulent or tortious; (d) obscene, indecent or otherwise objectionable; or (e) protected by copyright, trademark or other proprietary right without the express prior consent of the owner of such right.
 - Any material that would give rise to criminal or civil liability or that encourages conduct that constitutes a criminal offense.
 - Any virus, worm, Trojan horse, Easter egg or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of any hardware or software.
 - Any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letter,” “pyramid scheme” or investment opportunity, or any other form of solicitation.
- Use the Site for any fraudulent or unlawful purpose.
- Harvest or collect personally identifiable information about other users of the Site.
- Impersonate any person or entity, including any representative of CFA; falsely state or otherwise misrepresent your affiliation with any person or entity; or express or imply that we endorse any statement you make.
- Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks.
- Restrict or inhibit any other person from using the Site (including by hacking or defacing any portion of the Site).
- Use the Site to advertise or offer to sell or buy any goods or services.
- Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site.
- Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Site.
- Remove any copyright, trademark or other proprietary rights notice from the Site or materials originating from the Site.
- Frame or mirror any part of the Site without CFA’s express prior written consent.
- Create a database by systematically downloading and storing all or any Site content.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or in any way reproduce or circumvent the navigational structure or presentation of the Site, without CFA’s express prior, written consent.

6. CFA’s Proprietary Rights. The information and materials made available through the Site, including the Site Materials, are and shall remain the property of CFA and its licensors and suppliers, and are protected by copyright, trademark, patent, and/or other proprietary rights and laws. Subject to your compliance with this Agreement, and solely for so long as you are permitted by CFA to access and use the Site, you may download and view one (1) copy of any Site Materials to which we provide you access, on any single computer solely for your personal, non-commercial home use, provided that you keep intact all copyright and other proprietary notices included on or with such Site Materials. Except as expressly set forth above, you agree not to reproduce, modify, rent, lease, loan, sell, distribute, or create derivative works based (whether in whole or in part) on, all or any part of the Site or any Site Materials made available through the Site.

Trade names, trademarks and service marks of CFA include without limitation, Call For Action and any associated logos. All trademarks and service marks on the Site not owned by CFA are the property of their respective owners. The trade names, trademarks and service marks owned by CFA, whether

registered or unregistered, may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of CFA trade names, trademarks or service marks without our express prior written consent.

7. Links. The Site may provide links to other web sites and online resources. Because CFA has no control over such sites and resources, you acknowledge and agree that CFA is not responsible for the availability of such external sites or resources, and that CFA neither endorses nor is responsible or liable for any content, advertising, products or other materials on or available through such sites or resources. Other web sites may provide links to the Site with or without our authorization. You acknowledge and agree that CFA does not endorse such sites, and is not and shall not be responsible or liable for any links from those sites to the Site, any content, advertising, products or other materials available on or through such other sites, or any loss or damages incurred in connection therewith.

YOU AGREE THAT YOUR USE OF THIRD PARTY WEB SITES AND RESOURCES, INCLUDING WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEB SITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

CFA shall have the right, at any time and in its sole discretion, to block links to the Site through technological or other means without prior notice.

8. Disclaimer of Warranties. THE SITE AND ANY SITE MATERIALS ARE PROVIDED TO YOU "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. YOU AGREE THAT YOU MUST EVALUATE, AND THAT YOU BEAR ALL RISKS ASSOCIATED WITH, THE USE OF THE SITE, INCLUDING WITHOUT LIMITATION, ANY RELIANCE ON THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY SITE MATERIALS AVAILABLE THROUGH THE SITE. CFA DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SITE AND ANY PRODUCT OR SERVICE (INCLUDING WITHOUT LIMITATION, THIRD PARTY PRODUCTS AND SERVICES) ADVERTISED AND/OR OBTAINED THROUGH THE SITE, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE.

9. LIMITATIONS OF LIABILITY. CFA WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, USE, DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SITE, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. IN PARTICULAR, AND WITHOUT LIMITATION, CFA WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE OR FROM ANY CONTENT POSTED ON THE SITE BY CFA OR ANY THIRD PARTY. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. THE MAXIMUM LIABILITY OF CFA FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO CFA TO ACCESS AND USE THE SITE.

NOTE REGARDING IDENTITY-THEFT AND PRIVACY-RELATED INFORMATION: YOUR USE OF THE SITE IS AT YOUR OWN RISK. PLEASE NOTE THAT CFA IS NOT A STATE OR FEDERAL ORGANIZATION, AND HAS NO CONNECTION TO STATE AND FEDERAL AGENCIES AND ORGANIZATIONS THAT REGULATE IDENTITY-THEFT AND OTHER PRIVACY MATTERS. CFA IS A NOT-FOR-PROFIT ORGANIZATION THAT AIMS TO EMPOWER CONSUMERS AND PROVIDE USERS WITH ACCESS TO INFORMATION REGARDING VARIOUS ISSUES.

THE SITE PROVIDES CERTAIN INFORMATION THAT IS INTENDED TO BROADEN CONSUMER UNDERSTANDING AND KNOWLEDGE OF IDENTITY-THEFT AND OTHER PRIVACY-RELATED TOPICS. CFA DOES NOT ENDORSE AND IS NOT RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY SUCH INFORMATION. SUCH INFORMATION IS NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED COMPLETE OR UP-TO-DATE. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION AVAILABLE THROUGH THE SITE. CFA IS NOT, AND SHALL NOT BE, RESPONSIBLE OR LIABLE FOR THE SUCH INFORMATION AND ADVICE PROVIDED THROUGH THE SITE, OR OTHERWISE PROVIDED BY CFA VOLUNTEERS TO YOU. ALTHOUGH THIS SITE MAY PROVIDE INFORMATION CONCERNING LEGAL ISSUES, IT IS NOT A SUBSTITUTE FOR LEGAL ADVICE FROM QUALIFIED COUNSEL. **YOU SHOULD NOT AND ARE NOT AUTHORIZED TO RELY ON THE SITE AS A SOURCE OF LEGAL ADVICE.**

While we try to maintain the integrity and security of the Site and the servers from which the Site is operated, we do not guarantee that the Site will be or remain secure, complete or correct, or that access to the Site will be uninterrupted. The Site may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Site. If you become aware of any unauthorized third party alteration to the Site, contact us at office@callforaction.org with a description of the material(s) at issue and the URL or location on the Site where such material(s) appear.

10. Indemnity. You agree to defend, indemnify and hold harmless CFA and its respective employees, officers, directors, shareholders, affiliates, agents, representatives, suppliers and members, from and against all claims, losses, costs and expenses (including attorneys fees) arising out of (a) your use of, or activities in connection with, the Site or Site Materials; or (b) any violation of this Agreement by you.

11. Termination. This Agreement is effective until terminated. CFA, in its sole discretion, may terminate your access to or use of the Site, at any time and for any reason, including if CFA believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination, your right to use the Site will immediately cease. You agree that any termination of your access to or use of the Site may be effected without prior notice. You agree that CFA shall not be liable to you or any third party for any termination of your access to the Site.

12. Governing Law; Jurisdiction. This Agreement is governed by and shall be construed in accordance with the laws of the Maryland, without regard to its principles of conflicts of law. You agree to exclusive jurisdiction by the federal and state courts located in Maryland, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

13. Filtering. Pursuant to 47 U.S.C. Section 230(d) as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at: http://dir.yahoo.com/Business_and_Economy/Shopping_and_Services/Communication_and_Information_Management/Internet_and_World_Wide_Web/Software/Blocking_and_Filtering/.

Please note that CFA does not endorse any of the products or services listed at such site.

14. Information or Complaints. Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please send an e-mail to office@callforaction.org. You may also contact us by writing to 5272 River Rd Suite 300 Bethesda MD 20816, or by calling us at 301-657-8260. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

15. Claims of Copyright Infringement. The Digital Millennium Copyright Act of 1998 (the “**DMCA**”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Site infringe your copyright, you (or your agent) may send CFA a notice requesting that CFA remove the material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send CFA a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices should be sent to: Call For Action, Inc. **11820 Parklawn Dr Suite 340 Rockville MD 20852**. We suggest that you consult your legal advisor before filing a notice or counter-notice.

16. Contact Us. If you have any questions regarding the meaning of application of this Agreement, please direct such questions to office@callforaction.org. Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us.

17. Miscellaneous. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and CFA. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. This Agreement, together with all policies referred to herein, is the entire agreement between you and CFA relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and CFA relating to such subject matter. Notices to you may be made via posting to the Site, by e-mail, or by regular mail, in CFA’s discretion. The Site may also provide notices of changes to this Agreement or other matters by displaying such notices or by providing links to such notices. Without limitation, you agree that 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. CFA will not be responsible for failures to fulfill any obligations due to causes beyond its control.