

Terms of Use

Effective Date: 16 November 2020

1. SCOPE OF AGREEMENT

The following Terms of Use (“Agreement”) govern your use of the websites and mobile applications operated by Social Impact Analytics Institute, including siainstitute.org (the “Sites”). By accessing the Sites, you agree to be bound by and comply with the terms and conditions of this Agreement. If, at any time, you choose not to accept the terms and conditions of this Agreement, do not access or use the Sites in any manner.

Please take a few minutes to read this Agreement carefully.

Please note: SOCIAL IMPACT ANALYTICS INSTITUTE makes no representations or guarantees that information on the Sites is accurate. SOCIAL IMPACT ANALYTICS INSTITUTE asks users who submit content to affirm that any information in the content is accurate, but SOCIAL IMPACT ANALYTICS INSTITUTE does not verify the accuracy of the information submitted by users. All content on the Sites is provided solely to assist users in exercising their own best judgment and at their own risk.

2. INFORMATION AND PASSWORDS

You may register and create a personal account to access certain features and functions of the Sites. You are solely responsible for maintaining the confidentiality of the user ID and password, and you are fully responsible for all activities that occur under your account. SOCIAL IMPACT ANALYTICS INSTITUTE does not retain liability or responsibility for such use.

3. USER SUBMISSIONS

User Content includes, but is not limited to, any text, images, photos, audio, video, location data, compilations, messages, or other information that is publicly displayed by you. SOCIAL IMPACT ANALYTICS INSTITUTE asks users who submit User Content to affirm that any information in the content is accurate, but SOCIAL IMPACT ANALYTICS INSTITUTE does not verify the accuracy of the information submitted by users.

By submitting User Content to any part of the Sites, you represent and warrant that:

- You are the sole author and owner of any intellectual property protected User Content you submit;
- You are solely responsible for any contributions, comments, or postings you submit, including any feedback or questions;
- All User Content that you post is accurate;
- You are at least 13 years old;
- Your use of the User Content does not violate this Agreement and will not cause injury to any person or entity;

You have not been offered, have not accepted, and are not entitled to receive any compensation in any form and from any party in connection with submitted User Content; and

You will indemnify, defend and hold harmless SOCIAL IMPACT ANALYTICS INSTITUTE, its officers, directors, employees and agents from any third-party claim(s) and any damages, losses, or injuries resulting from the display of your User Content.

You further agree and warrant that you will not:

Submit any User Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;

Submit any User Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;

Submit any User Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party;

Submit any User Content that is false or misleading;

Use the Sites for sales and marketing purposes;

Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;

Invade another's privacy in any way, including posting another's personal details without their prior permission;

Manipulate identifiers in order to disguise the origin of any User Content submitted;

Act in a manner that affects other users' ability to engage in real time exchanges;

Intentionally or unintentionally violate any applicable local, state, provincial, national, or international law.

You acknowledge that SOCIAL IMPACT ANALYTICS INSTITUTE and its affiliates have the right in their sole discretion, to remove, refuse, move, edit, or delete any User Content submitted, regardless of whether such content violates this Agreement.

Any submission to the Sites will be deemed and remain the property of SOCIAL IMPACT ANALYTICS INSTITUTE. By submitting User Content to the Sites you hereby grant SOCIAL IMPACT ANALYTICS INSTITUTE and its affiliates a royalty-free, perpetual, irrevocable, world-wide license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the User Content in any media or medium, form, format, or forum.

SOCIAL IMPACT ANALYTICS INSTITUTE shall not be subject to any obligations of confidentiality regarding User Content except as expressly agreed by SOCIAL IMPACT ANALYTICS INSTITUTE, or as

otherwise required by applicable law. Nothing contained in this Agreement shall be construed as limiting SOCIAL IMPACT ANALYTICS INSTITUTE's rights, responsibilities, and obligations under its privacy policy located at <https://siainstitute.org/privacy-policy>.

4. SOCIAL IMPACT ANALYTICS INSTITUTE INTELLECTUAL PROPERTY

Whether directly or under license, SOCIAL IMPACT ANALYTICS INSTITUTE retains all right, title, and interest, including all intellectual property rights, in and to the information and content on the Sites, including, without limitation, any text, graphics, logos, buttons, icons, images, and audio clips ("SOCIAL IMPACT ANALYTICS INSTITUTE Content"). In addition, this Agreement grants you no right, title, or interest in any intellectual property owned or licensed by SOCIAL IMPACT ANALYTICS INSTITUTE, including SOCIAL IMPACT ANALYTICS INSTITUTE's registered trademarks, service marks, logos, brand names, trade dress and trade names ("Trademarks").

You have no rights in or to such SOCIAL IMPACT ANALYTICS INSTITUTE Content or Trademarks and you will not use any SOCIAL IMPACT ANALYTICS INSTITUTE Content or Trademarks, except as specifically permitted under this Agreement. You may not do or allow anyone else to do anything with the SOCIAL IMPACT ANALYTICS INSTITUTE Content or Trademarks which is not specifically permitted under this Agreement. You may not use or display SOCIAL IMPACT ANALYTICS INSTITUTE's Trademarks in any manner without SOCIAL IMPACT ANALYTICS INSTITUTE's prior written consent. Unless we specifically consent in writing, SOCIAL IMPACT ANALYTICS INSTITUTE's Trademarks may not be used in connection with any product or service that does not belong to us, in any manner that is likely to cause confusion, or in any manner that disparages or discredits SOCIAL IMPACT ANALYTICS INSTITUTE.

Unless otherwise specifically set forth on the Sites or unless written consent is provided, you may only use and access, download and copy the SOCIAL IMPACT ANALYTICS INSTITUTE Content for your personal, non-commercial use, and you will not alter, erase or otherwise obscure our copyright, trademark, proprietary, or other notices on the SOCIAL IMPACT ANALYTICS INSTITUTE Content. You acknowledge and agree that the SOCIAL IMPACT ANALYTICS INSTITUTE Content is made available for informational and educational purposes only and is provided to assist you in exercising your own judgment. SOCIAL IMPACT ANALYTICS INSTITUTE Content is not a substitute for legal advice or your best judgment. The accuracy of SOCIAL IMPACT ANALYTICS INSTITUTE Content is not guaranteed, and SOCIAL IMPACT ANALYTICS INSTITUTE makes no representation or warranty of any kind. Unless otherwise specified on the Sites, SOCIAL IMPACT ANALYTICS INSTITUTE Content should not be construed as a representation of the opinions of SOCIAL IMPACT ANALYTICS INSTITUTE. SOCIAL IMPACT ANALYTICS INSTITUTE does not give legal advice. SOCIAL IMPACT ANALYTICS INSTITUTE does not lobby or seek to influence legislation or policy set forth by any legal body with such recognized authority. Your reliance upon SOCIAL IMPACT ANALYTICS INSTITUTE Content obtained through the Sites is solely at your own risk. All rights not expressly granted in this Agreement are reserved to us.

5. NOTIFICATION OF INFRINGING COPYRIGHT-PROTECTED CONTENT

Material may be made available on the Sites by third-parties not within our control. We are under no obligation to, and do not, scan material used in connection with the Sites for the inclusion of illegal or impermissible Content. However, we respect the copyright interests of others. It is our policy not to permit material known by us to infringe upon another party's copyright to remain on the Sites.

To notify SOCIAL IMPACT ANALYTICS INSTITUTE of alleged copyright or trademark infringement on the Site, in accordance with 17 U.S.C. §512(C)(3), you should provide us with written notice that at a minimum contains:

- 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 are covered by a single notification, a representative list of such works;
- Identification of the copyrighted work 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 SOCIAL IMPACT ANALYTICS INSTITUTE to locate the material;
- Information reasonably sufficient to permit SOCIAL IMPACT ANALYTICS INSTITUTE to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has 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; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- All Notifications of Claimed Copyright Infringement should be sent to our designated agent as follows:

Upon receipt of the above information, SOCIAL IMPACT ANALYTICS INSTITUTE will promptly investigate and take appropriate action, then notify you of that action at the contact address provided.

6. COMPLIANCE

You expressly agree that the Sites may only be used for lawful purposes as governed by any applicable international, national/federal, state, provincial or local laws, statutes, and regulations. You may not use the Sites in any way that could result in criminal or civil liability. Use of the Sites from outside of the United States shall be in compliance with the laws of the jurisdiction from which you access the Site.

7. LINKS

Inbound Links

SOCIAL IMPACT ANALYTICS INSTITUTE welcomes the opportunity for third parties to link to Sites so long as the links are used in accordance with the terms and conditions of this Agreement.

Third-parties may link to our homepage, publications, educational information, and/ or to other website information so long as the link:

- (a) is not in any way misleading;
- (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products, services or membership;
- (c) appears without the use of any confusingly similar logo or border around the content;
- (d) correctly uses the name "Social Impact Analytics Institute";
- (e) uses the uniform resource locator ("URL") being linked to or any other description of the SOCIAL IMPACT ANALYTICS INSTITUTE website or material being linked to that makes sense within the context and format of content on the linking party's site; and
- (f) does not reflect unfavorably on SOCIAL IMPACT ANALYTICS INSTITUTE (organizations representing inherently suspect types of businesses, such as work-at-home opportunities are considered unfavorable and shall not be allowed to link).

No use of the SOCIAL IMPACT ANALYTICS INSTITUTE logo or other design mark of SOCIAL IMPACT ANALYTICS INSTITUTE may be allowed for linking, absent a trademark license agreement between the parties and express permission from SOCIAL IMPACT ANALYTICS INSTITUTE.

Outbound Links

From time to time, SOCIAL IMPACT ANALYTICS INSTITUTE may, with permission from the site owner, decide to link to websites that we determine may be of interest to our visitors. These websites may offer educational, governmental, or other resources or may be owned or controlled by other third parties.

SOCIAL IMPACT ANALYTICS INSTITUTE is not responsible for the content of any linked site, any link(s) contained in any linked site, or any changes or updates to the information contained in such sites. We provide links to third-party sites only as a convenience and the inclusion of any such link on our site does not imply our endorsement of either the site, the organization operating such site, or any products or services of that organization. A visit to any site or page from our website via any such link is done entirely at your own risk.

We strongly recommend reading any Standard Terms and Conditions, Privacy Policy, Disclaimers, or other notifications that may be found on any such third-party websites. Under no circumstances will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or

alleged to have been caused in connection with the use of, or reliance on, any content, goods or services available on any other site.

8. DISCLAIMER OF WARRANTY

SOCIAL IMPACT ANALYTICS INSTITUTE DOES NOT WARRANT OR GUARANTEE THE ACCURACY, ADEQUACY, TIMELINESS, RELIABILITY, COMPLETENESS, OR USEFULNESS OF THE SITES AND DISCLAIMS ANY LIABILITY FOR ERRORS OR OMISSIONS IN THE SITES. THE SITES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED. SOCIAL IMPACT ANALYTICS INSTITUTE DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY THAT THE SITES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THIS DOES NOT AFFECT THOSE WARRANTIES THAT ARE NOT SUBJECT TO EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SITES IS ACQUIRED AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR OWN COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

9. INDEMNIFICATION

You agree to indemnify and hold harmless SOCIAL IMPACT ANALYTICS INSTITUTE and its respective officers, directors, employees, agents, independent contractors, or licensors (collectively the "SOCIAL IMPACT ANALYTICS INSTITUTE Parties") from and against any and all claims, losses, expenses, demands or liabilities, including attorneys' fees and costs, incurred by the SOCIAL IMPACT ANALYTICS INSTITUTE Parties in connection with any claim by a third-party (including any intellectual property claim) arising out of (i) your use of the Sites and any material you access using the Sites or by any other means; (ii) a third-party's use of such material that you access using the Sites and make available to such third-party; or (iii) your violation of this Agreement or any applicable law. You further agree that you will cooperate fully in the defense of any such claims. SOCIAL IMPACT ANALYTICS INSTITUTE reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such claim or matter without the written consent of the relevant SOCIAL IMPACT ANALYTICS INSTITUTE Parties.

10. LIMITATION OF LIABILITY

Under no circumstances shall SOCIAL IMPACT ANALYTICS INSTITUTE be liable to you or any other party for any direct, indirect, special, consequential, or exemplary damages, including but not limited to, damages for lost profits, business interruption, goodwill, or other intangible losses of any kind arising from or relating in any way to (i) your use of, or inability to use, the Sites or the information contained in the Sites; (ii) any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line, or system failure; and (iii) any other matter relating to the Sites, even if advised of the possibility of such damages.

11. TERMINATION

SOCIAL IMPACT ANALYTICS INSTITUTE may immediately suspend Internet Protocol ("IP") access to the Sites and remove and discard any Content you submitted to the Sites for any reason if SOCIAL IMPACT ANALYTICS INSTITUTE believes you have violated or acted inconsistently with the terms of this Agreement. Termination of your access to the Sites may be affected without prior notice. SOCIAL IMPACT ANALYTICS INSTITUTE will not be liable to you or any third-party for termination of your access to the Sites.

12. RELATIONSHIP

Your use of the Sites does not create, and nothing contained in this Agreement will be deemed to establish, an employment, agency, franchise, joint venture, or partnership relationship between you and SOCIAL IMPACT ANALYTICS INSTITUTE. Use of the Sites does not provide you with the authority to enter into any agreements for or on behalf of SOCIAL IMPACT ANALYTICS INSTITUTE. Moreover, use of the Sites does not grant you the authority, either express or implied, to incur obligations or liability on behalf of SOCIAL IMPACT ANALYTICS INSTITUTE. By using the Sites, you agree that no attempts to subject SOCIAL IMPACT ANALYTICS INSTITUTE to any such obligations or liability will be made.

13. WAIVER

Failure by SOCIAL IMPACT ANALYTICS INSTITUTE to enforce any of its rights under this Agreement shall not be construed as a waiver of those rights or any other rights in any way whatsoever.

14. CHOICE OF LAW AND DISPUTE RESOLUTION

This Agreement and all other aspects of your use of the Sites shall be governed by and construed in accordance with the laws of the STATE OF WASHINGTON, U.S.A., without regard to its conflict of laws rules. You agree that you will notify SOCIAL IMPACT ANALYTICS INSTITUTE in writing of any claim or dispute concerning or relating to your use of the Sites and give SOCIAL IMPACT ANALYTICS INSTITUTE a reasonable period of time to address it before bringing any legal action, either individually or as a class member against SOCIAL IMPACT ANALYTICS INSTITUTE. You agree to submit to the personal jurisdiction of the state and federal courts located in the City of Tacoma and County of Pierce, Washington, U.S.A.

15. OTHER AGREEMENTS

This Agreement shall be subject to any other agreements you have entered into with SOCIAL IMPACT ANALYTICS INSTITUTE. If any such agreements conflict with the terms of the instant Agreement, the other agreements shall control.

16. ADDITIONAL TERMS

Certain sections or pages on the Sites may contain separate terms and conditions of use, which are in addition to the terms and conditions of this Agreement. Should there be a conflict, the additional terms and conditions will govern for those sections or pages.

17. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions of the Agreement shall remain in full force and effect.

18. MODIFICATION

SOCIAL IMPACT ANALYTICS INSTITUTE reserves the right to modify this Agreement at any time, with or without notice to you. Thus, you should check the Agreement periodically for changes. You agree that SOCIAL IMPACT ANALYTICS INSTITUTE will not be liable to you or any third-party for any modifications to the Agreement.

19. SECTION HEADINGS

The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation.

20. EFFECT

This Agreement will be binding on, inure to the benefit of, and be enforceable against the parties to this Agreement and their respective successors and assignees. Neither the course of conduct between the parties to this Agreement nor trade practice shall serve to modify any provision of this Agreement. All rights not expressly granted herein are hereby reserved.