

Erika's Lighthouse Data Center Terms of Use

THESE TERMS OF USE ("TOU") FORM A LEGAL AGREEMENT BETWEEN YOU, THE END USER ("You") AND ERIKA'S LIGHTHOUSE ("Erika's Lighthouse") THAT APPLIES EACH TIME YOU REGISTER FOR, USE, OR ACCESS ERIKA'S LIGHTHOUSE'S DATA CENTER AVAILABLE AT <https://erikaslighthouse.org/resources/data-center/> AND ITS ASSOCIATED FEATURES AND CONTENT (the "Data Center"). YOU SHOULD THEREFORE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY, AS THEY GOVERN YOUR USE OF THE DATA CENTER AND ITS FUNCTIONALITY. IF YOU DO NOT AGREE WITH THIS TOU, YOU ARE NOT GRANTED PERMISSION TO ACCESS OR OTHERWISE USE THE DATA CENTER AND ARE INSTRUCTED TO EXIT THE DATA CENTER IMMEDIATELY. License Grant and Restrictions

This TOU provides to You a personal, revocable, limited, non-exclusive, non-sublicensable, and non-transferable license to use and access the Data Center during the Term specified herein solely for Your personal, non-commercial, internal use, conditioned on Your continued compliance with all provisions of this TOU (including without limitation any external terms and documentation linked or referenced herein).

When using the Data Center in accordance with the foregoing license, You shall not directly or indirectly (a) use the Data Center to create any service, software or documentation that performs substantially the same functionality as the Data Center, (b) disassemble, decompile, reverse-engineer, or use any other means to attempt to discover any source code, algorithms, trade secrets, or applications underlying the Data Center or any of its webpages, content, or features, (c) encumber, sublicense, transfer, distribute, rent, lease, time-share, or use the Data Center in any service bureau arrangement or otherwise for the benefit of any third party, (d) adapt, combine, create derivative works of, or otherwise modify the Data Center, (e) disable, circumvent, or otherwise avoid or undermine any security device, mechanism, protocol, or procedure implemented in the Data Center, (f) use or access the Data Center for any unlawful, fraudulent, deceptive, tortious, malicious, or otherwise harmful or injurious purpose, (g) remove, obscure, deface, or alter any proprietary rights notices on any element of the Data Center or accompanying documentation, or (h) use the Data Center in any manner which could damage, disable, overburden, or impair the Data Center or interfere with any third party's authorized use of the Data Center.

Erika's Lighthouse Content

Certain features of the Data Center may permit access to Erika's Lighthouse's and/or its third-party licensors' reports, summaries, data, databases, information, content, and other materials (collectively, "Erika's Lighthouse Content"). You may only use and access Erika's Lighthouse Content in the format made available to You in the Data Center. In addition to and without limiting any other restrictions hereunder with respect to Your use of the Data Center generally, You may not, without Erika's Lighthouse's express prior written permission: (1) copy, modify, translate, record, alter, or create derivative works of the Erika's Lighthouse Content for any purpose whatsoever; (2) incorporate or reference any portion of Erika's Lighthouse Content in any compilation or larger work in any medium; (3) sublicense, transfer, distribute, or otherwise permit access to the Erika's Lighthouse Content (or any copy, portion, or derivative work thereof) to any unauthorized third party in any format, other than for the purposes described in this paragraph. You acknowledge and agree that Erika's Lighthouse Content is

licensed to You hereunder, not transferred or sold, and Your permission to access and view Erika's Lighthouse Content is at all times conditioned on Your full compliance with the terms of this TOU.

If You are interested in using or referencing Erika's Lighthouse Content in any website, article, report, or other work, You may do so only with Erika's Lighthouse's separate express prior written permission, which shall in any case require credit and attribution to Erika's Lighthouse. Please contact Erika's Lighthouse at info@erikaslighthouse.org for more information regarding permissions to use Erika's Lighthouse Content.

You acknowledge that any unauthorized use of Erika's Lighthouse Content in violation of this TOU or any other written instructions provided by Erika's Lighthouse regarding the Erika's Lighthouse Content shall constitute a material breach of this TOU and a violation of Erika's Lighthouse's proprietary rights in the Data Center and/or the Erika's Lighthouse Content, as applicable.

User Obligations

You represent that You are at least eighteen (18) years of age or the legal age of majority in Your jurisdiction (whichever is greater) and will, at all times, provide true, accurate, current, and complete information (which You have all necessary rights, permission(s), prior express consent, or authority to provide) when submitting information through the Data Center. In addition, You are responsible for compliance with all applicable laws, rules, and regulations, including but not limited to all laws and regulations governing consumer protection, unfair competition, commercial electronic mail (email) and messages, advertising, privacy, and data security with respect to Your use of the Data Center. If You access the Data Center on behalf of any organization, Your organization shall be bound to this TOU and be liable for any breach by You. You represent that You have all rights, power, and authority to agree to this TOU on behalf of Your organization.

The Data Center is not intended for use or access by any individual under the age of thirteen (13) years.

Your Account

You will be required to register an account to use the Data Center or certain features of the Data Center, and to access certain Erika's Lighthouse Content. Each registration is for a single user only, unless otherwise expressly agreed by Erika's Lighthouse. Registration for access to and use of the Data Center may also require access credentials, such as a username and a password, a unique identification code, or adherence to other access requirements as designated by Erika's Lighthouse in its sole discretion from time to time. You hereby agree to treat Your access credentials as confidential and not to disclose such information to any third party without the prior express written consent of Erika's Lighthouse, which may be granted or withheld in its sole discretion. You shall immediately notify Erika's Lighthouse if You suspect or become aware of any loss, theft, or unauthorized use of Your login credentials. Erika's Lighthouse will not be liable for any loss or damage arising from Your failure (whether intentional or unintentional) to comply with these obligations. By submitting the requested information to the registration form or similar process on the Data Center, You represent and warrant that the information You submit for registration is complete, true, accurate, and current in all respects. You must maintain and promptly update Your submitted account information to ensure that such information is complete, true, accurate, and current. Erika's Lighthouse reserves the right to suspend, terminate, or otherwise discontinue Your account and/or pending registration if Erika's Lighthouse has reasonable grounds to

suspect that any information You have submitted is untrue, inaccurate, not current, or incomplete, or that Your registration, account, or use of the Data Center is in violation of applicable law or this TOU.

Data Privacy

You understand, acknowledge, and agree that the operation of certain features of the Data Center may require or involve the provision, use, and dissemination of various items of personally identifiable information, including without limitation personal contact information. Please refer to Erika's Lighthouse's [Privacy Policy](https://www.erikaslighthouse.org/privacy-policy/), available at <https://www.erikaslighthouse.org/privacy-policy/> (as updated from time to time), for a summary of Erika's Lighthouse's policies and use practices regarding personally identifiable information.

Electronic Communications

Erika's Lighthouse may send emails or other electronic messages to You concerning Your use of the Data Center, including without limitation by providing alerts or notifications within the Data Center. You consent to receive such electronic communications and You agree that all such electronic communications constitute valid legal notices satisfying any requirement that such notices be in writing.

Feedback

"Feedback" means any feedback, recommendations, enhancement requests, suggestions, testimonials, endorsements, or ideas for improvement communicated to Erika's Lighthouse by You regarding the Data Center or any Erika's Lighthouse Content. From time to time, You may voluntarily provide Feedback to Erika's Lighthouse, whether or not in response to specific requests or solicitation by Erika's Lighthouse. In such event, You grant to Erika's Lighthouse a perpetual, irrevocable, fully transferable, freely sublicensable, royalty-free, worldwide license to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Feedback for any purpose in Erika's Lighthouse's discretion without restriction. The foregoing license to Feedback shall survive the termination or expiration of this TOU for any reason.

Links to Third-Party Sites and Services

Certain services, features, or components made available via the Data Center are delivered by third-party providers. By using any feature, service, or functionality originating from the Data Center, You hereby acknowledge and consent that Erika's Lighthouse may share information and data that You submit or upload to the Data Center with the applicable third-party provider as may be required to enable and facilitate the requested third-party product, service, or functionality, subject to Erika's Lighthouse's Privacy Policy.

ERIKA'S LIGHTHOUSE EXPRESSLY DISCLAIMS RESPONSIBILITY AND LIABILITY FOR ANY THIRD-PARTY MATERIALS, PROGRAMS, APPLICATIONS, TOOLS, PRODUCTS, AND SERVICES SET FORTH, DESCRIBED ON, OR ACCESSED THROUGH THE DATA CENTER, AND YOU AGREE THAT ERIKA'S LIGHTHOUSE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF YOUR USE OF OR ACCESS TO SUCH THIRD-PARTY MATERIALS.

Third-Party Terms and Conditions

Additional notices, terms, and conditions may apply to services, receipt of (or access to) certain materials, participation in a particular program, and/or to specific portions or features of the Data Center, including without limitation the terms of third-party tools, applications, and APIs utilized by or incorporated in the Data Center. Your use of any such third-party feature, tool, application, or API is conditioned on your acceptance of all third-party terms applicable thereto, and You agree to abide by all such terms in connection with Your use of the Data Center. You hereby agree that (a) this TOU operates in addition to any terms of use imposed or required by any such third-party provider; and (b) the terms of this TOU supplement and do not alter or amend any such third-party terms of use.

Proprietary Rights

All Erika's Lighthouse Content included as part of the Data Center, any text, graphics, logos, and images associated with the Data Center, the compilation thereof, and any software or other proprietary materials used on or integrated with the Data Center, are each the property of Erika's Lighthouse or its applicable third-party licensors, and are protected by copyright and other domestic and international laws governing intellectual property and proprietary rights. Erika's Lighthouse reserves all rights in the Data Center not expressly granted herein.

You agree that You do not acquire any ownership rights in any part of the Data Center, including of the Erika's Lighthouse Content, under this TOU or through Your use of the Data Center. Erika's Lighthouse does not grant You any rights or licenses, express or implied, to any intellectual property hereunder except as specifically authorized by this TOU.

Indemnification

You agree to indemnify, defend, and hold harmless Erika's Lighthouse and its officers, directors, employees, agents, successors, and assigns from and against any losses, costs, liabilities, damages, and expenses (including reasonable attorneys' fees) relating to or arising out of (a) Your violation of this TOU, (b) Your infringement, misappropriation, or violation of any personal or proprietary rights of a third party, and/or (c) Your violation of applicable laws, rules, or regulations. Erika's Lighthouse 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 Erika's Lighthouse in asserting any available defenses.

Disclaimers and Excluded Liability

ERIKA'S LIGHTHOUSE DOES NOT REPRESENT OR WARRANT THAT THE DATA CENTER WILL OPERATE ERROR-FREE OR ON AN UNINTERRUPTED BASIS. THE DATA CENTER IS PROVIDED "AS IS" AND "AS AVAILABLE," AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ERIKA'S LIGHTHOUSE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. ERIKA'S LIGHTHOUSE DOES NOT WARRANT THAT THE DATA CENTER WILL MEET YOUR EXPECTATIONS, SPECIFICATIONS, OR REQUIREMENTS, OR THAT THE DATA CENTER WILL BE FREE OF VIRUSES, MALWARE, OR ERRORS. ERIKA'S LIGHTHOUSE FURTHER EXPRESSLY DISCLAIMS ANY WARRANTY REGARDING THE LOSS OR CORRUPTION OF DATA UPLOADED TO, STORED BY, OR TRANSMITTED BY THE DATA CENTER OR SERVICES, INCLUDING WITHOUT LIMITATION ANY ERIKA'S LIGHTHOUSE CONTENT.

IN NO EVENT SHALL ERIKA'S LIGHTHOUSE BE LIABLE HEREUNDER, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STATUTORY LIABILITY OR OTHERWISE), FOR ANY LOSS OR INACCURACY OF DATA, LOSS, OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, OR ANY INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS, REVENUES, PROFITS AND/OR GOODWILL, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE OR IF ERIKA'S LIGHTHOUSE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE INSUFFICIENCY OR FAILURE OF ANY REMEDY PROVIDED HEREIN.

CERTAIN JURISDICTIONS AND LAWS MAY NOT PERMIT SOME OR ALL OF THE DISCLAIMERS OF LIABILITY SET FORTH IN THIS SECTION. IN THE EVENT THAT SUCH A JURISDICTION OR LAW APPLIES TO THE SUBJECT MATTER OF THIS TOU, THE FOREGOING DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

No Professional Advice

The content and information contained in or made available through the Data Center (including but not limited to any Erika's Lighthouse Content) cannot replace or substitute for the services of qualified professionals in any field, and nothing contained on the Data Center should be treated or construed as professional medical, psychological, therapeutic, or legal matters or advice. You acknowledge that You are solely responsible and accountable for your decisions, actions, and results regarding personal health, and agree that Erika's Lighthouse shall not be held liable for any decisions made by You in reliance or with reference to any content or information that You access on the Data Center.

Term, Termination, and Suspension

This TOU takes effect (or re-takes effect) at the moment You first access or use the Data Center and/or register an account with the Data Center, as applicable. Erika's Lighthouse reserves the right at any time and on any grounds, including without limitation any reasonable belief of fraudulent or unlawful activity, to deny or suspend Your access to the Data Center or to any portion thereof in order to protect its name and goodwill, its business, the security and stability of the Data Center, and/or the rights of others. This TOU terminates automatically if You fail to comply with any provision hereof, subject to the survival rights of certain provisions identified below. You may also terminate this TOU at any time by ceasing to use the Data Center, but each re-access or renewed use of the Data Center will reapply the TOU to You. Upon termination or expiration of the TOU for any reason, all licenses granted by Erika's Lighthouse hereunder shall immediately terminate, and You must immediately cease all use of the Data Center. The provisions of this TOU concerning Erika's Lighthouse's proprietary rights, disclaimers of warranty and liability, limitations of liability, waiver and severability, entire agreement, indemnification rights, arbitration, injunctive relief, and governing law will survive the termination of this TOU for any reason.

Erika's Lighthouse reserves the right, in its sole discretion, to terminate or suspend Your access to the Data Center or any feature or portion thereof at any time, without notice to You, if Erika's Lighthouse reasonably determines or suspects that You are in violation of this TOU.

Governing Law and Venue

This TOU is governed by the laws of the State of Illinois, United States of America, without reference to its principles of conflict of laws. The Data Center may not be used or accessed from or in any jurisdiction that does not give effect to all provisions of this TOU, including without limitation this paragraph. Any claim, suit, or other proceeding arising under or in connection with this TOU shall be brought exclusively before the state and federal courts sitting in the State of Illinois, and You consent to the exclusive jurisdiction of such courts for the final resolution thereof.

Independent Contractors

The relationship between You and Erika's Lighthouse under this TOU is that of independent contractors, and nothing herein or in Your use of the Data Center shall be construed as creating any joint venture, partnership, employment, or agency relationship.

Security and Compliance

Erika's Lighthouse reserves the right to view, monitor, and record Your activity on the Data Center without notice or permission from You. Erika's Lighthouse's provision of the Data Center is subject to existing laws and legal process, and nothing contained herein shall restrict or reduce Erika's Lighthouse's ability to comply with governmental, court, and law enforcement requests or requirements involving Your use of the Data Center or information provided to or gathered by Erika's Lighthouse with respect to such use.

Export Controls

You represent and warrant that You are not: (a) located in a country that is subject to a U.S. government embargo; or (b) listed on any U.S. government list of prohibited or restricted parties. You hereby agree that (i) You will comply with all applicable sanctions and export control laws, and (ii) You are solely responsible for ensuring that the Data Center is used, disclosed, and/or accessed only in accordance with all applicable sanctions and export control laws.

Severability and Waiver

If any part of this TOU is determined to be invalid or unenforceable pursuant to court order or other operation of applicable law, such provision shall be deemed severed from this TOU, and the remainder of this TOU shall continue in full force and effect to the maximum extent permitted under applicable law.

Failure to insist on strict performance of any of this TOU will not operate as a waiver of any subsequent default or failure of performance. No waiver by Erika's Lighthouse of any right under this TOU will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.

Injunctive Relief

You acknowledge that any breach, threatened or actual, of this TOU would cause irreparable injury to Erika's Lighthouse not readily quantifiable as money damages, such that Erika's Lighthouse would not have an adequate remedy at law. You therefore agree that Erika's Lighthouse shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any such breach of Your obligations, without the necessity of posting bond or other security.

Changes to Terms

Please note that Erika's Lighthouse reserves the right to change the terms and conditions of this TOU by posting a revised set of terms, or mailing and/or emailing notice thereof to You (or such other method as may be required by applicable law). In addition, Erika's Lighthouse may add, modify, or delete any aspect, component, or feature of the Data Center, including the Erika's Lighthouse Content, but Erika's Lighthouse is not under any obligation to provide any upgrade, enhancement, or modification. Your continued use of the Data Center following any announced change will be deemed as conclusive acceptance of any change to the TOU. Accordingly, please review the TOU on a periodic basis.

Contact Us

If You have any questions or comments regarding this TOU, please contact Erika's Lighthouse at:

info@erikaslighthouse.org.