

TERMS OF USE

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Impact Fund is willing to license and allow the use of this website only on the condition that you accept and agree to all of the terms and conditions contained in these terms of use. If you do not agree with these terms of use, you are not granted permission to access or otherwise use the website. Your access to and use of this website constitutes your agreement to abide by these terms of use. These terms of use may be modified by Impact Fund from time to time without advance notice by posting here and you will be bound by any such modified terms of use if you continue to use this website after such changes are posted. The date these terms of use were last updated is stated at the end of this document. You are encouraged to review these terms periodically for updates and changes.

TERMS AND CONDITIONS

1. Description of Impact Fund and The Website

Impact Fund provides strategic leadership and support for litigation to achieve economic, environmental, racial, and social justice. We provide funds for impact litigation in the areas of civil rights, environmental justice, and poverty law. We offer innovative technical support, training, and expertise on issues that arise in large scale impact litigation. We serve as lead counsel, co-counsel, and amicus counsel in select class action and impact litigation.

The Website provide users with access to a variety of information and resources, including case studies, works of authorship, e-newsletters, education and training, grant opportunities, blogs, job opportunities and other relevant content (collectively, the “Content”).

2. Personal Information

You can visit the Website and access most of the Content, features and functionality without being required to provide us with any personal information. However, to gain access to certain Content, will require that you provide us with some personally identifying information about yourself, as more specifically detailed in our privacy policy, [located here](#).

3. Age Requirements

The Impact Fund Website is intended solely for users who are 13 years of age or older, and any registration by, use of or access to the Website by anyone under 13 is unauthorized. If you are 13 or older but under the age of 18, you should review these Terms of Use with your parent or guardian to make sure that your parent or guardian understands them, agrees to be bound by them and you should only use the Website with their permission and under their supervision. Additionally, you have to be 18 years of age or older to make a donation. If you are a parent or guardian of a child who is at least 13 years of age, but under the age of 18, and you give your child permission to use the Website, you hereby agree to the terms set forth in these Terms of Use on behalf of both yourself and your child.

If you reside in a jurisdiction that would restrict the use of the Website - or any of the functionalities or features offered via the Website - because of age, or restricts the ability to enter into contracts such as this one due to age, you must abide by such age limits and you must not use the Website if you are not permitted to do so by such local jurisdiction. Please note, if you reside in the European Economic Area, Switzerland or United Kingdom, you must be 16 years of age or older, and any use of or access to the Website by anyone under 16 is unauthorized.

4. Intellectual property rights

4.1 Trademarks and Service Marks

Certain trademarks are the service marks and trademarks of Impact Fund. All page headers, custom graphics, and button icons are service marks, trademarks, logos, and/or trade dress of Impact Fund. All other trademarks, service marks, trade dress, product names, company names or logos, whether registered or not, on the Website are the property of their respective owners. In addition to complying with all applicable laws, you agree that you will not use any such trademarks, service marks, trade dress, or other logos from these Website without the prior written authorization of Impact Fund or their respective owners.

4.2 Copyright

Except as otherwise expressly stated, all Content appearing on the Website – including all scripts, videos and similar material --, is the copyrighted work of either Impact Fund or third party partners and suppliers, and is protected by U.S. and international copyright laws. The compilation (meaning the collection, arrangement and assembly) of all Content is also the exclusive property of Impact Fund, and is protected by U.S., and international copyright laws. Except as otherwise expressly stated herein or as expressly permitted, you may not alter, modify, copy, distribute (for compensation or otherwise), transmit, display, perform, reproduce, reuse, post, publish, license, frame, download, store for subsequent use, create derivative works from, transfer, or sell any information or Content obtained from the Website, in whole or in part, including any text, images, audio, and video in any manner, without the prior written authorization of Impact Fund, or any applicable third-party suppliers or authorized users. The use of Content, including images, by you, or anyone else authorized by you, is prohibited unless specifically permitted by Impact Fund. Any unauthorized use of text or images may violate copyright laws, trademark laws, the laws of privacy and publicity, and applicable regulations and statutes. Impact Fund does not warrant nor represent that your use of any Content or materials displayed on the Website will not infringe rights of third parties.

4.3 Takedown Notice

If you believe that any of the Content - or any pictures, videos or images - on the Website violates or infringes upon your intellectual property rights or someone else's intellectual property rights, please contact us at impactfund@impactfund.org and provide enough information to enable Impact Fund to understand what content, pictures or images are an issue, and provide contact information so that we can contact you with any questions or follow up.

5. Impact Fund License Grant

These Terms of Use provides to you a personal, revocable, limited, non-exclusive, royalty-free, non-transferable license to access the Website solely for your own personal use. Your use of the Website, and access to the Content, including any images, videos, materials or information made available through the Website are conditioned on your continued compliance with the terms and conditions of these Terms of Use. Accordingly, you expressly acknowledge and agree that Impact Fund transfers no ownership or intellectual property interest or title in the Content.

6. Reservation of Rights

Impact Fund reserves the right, in its sole discretion and at any time, to modify, interrupt, limit, suspend or discontinue, temporarily or permanently, the Website, in whole or in part, including, as we deem necessary for purposes of maintenance, upgrades and the like, or to maintain the Website or to comply with applicable law. Impact Fund shall not be liable to you or to any third party for any such modifications, suspensions or discontinuances of the Website.

7. Payments and Payments Processing; Rules for All Payments

There are a variety of opportunities that require an online payment, such as making an online donation to Impact Fund or signing up for a webinar/training. Impact Fund has engaged the services of third party payment service provider(s) to process all donation/payment transactions. Impact Fund is not affiliated with any such third party payment service provider(s), and neither is the agent or employee of the other, and Impact Fund is not responsible in any way for the actions or performance (or lack thereof) of such third party payment service provider(s). Accordingly, Impact Fund expressly disclaims responsibility and liability for all payment processor services, and you hereby agree that Impact Fund shall not be responsible for any loss or damage of any sort incurred as a result of such services. Additionally, since such third party payment service provider(s) will have access to the information you provide to them when making a donation, you should not make a donation if you are not comfortable with sharing your information with these third parties.

You hereby acknowledge and agree that, for all online payments, (1) you will not use an invalid or unauthorized credit or debit card or other payment method; (2) all donations are final and non-refundable. If you have any questions regarding any donation, please contact us by phone at 510.845.3473 or by email at impactfund@impactfund.org

8. Blogs; Acceptable Use for Blogs

Our Website contains blogs (“Blogs”). The content, view and opinions published in Blogs written by our personnel or contributors – or from links or Blogs that we post on the Website from other sources - belong solely to their respective authors and do not necessarily reflect the views of Impact Fund, its management

or employees. Comments or opinions expressed on the Blogs are those of their respective contributors only. Impact Fund is not responsible for, and disclaims any and all liability for the content of comments written by contributors to the Blog. We permit visitors to our Website to post comments in response to the Blogs. Please remember that the open and real-time nature of the comments posted to these Blogs makes it impossible for Impact Fund to confirm the validity of any content posted, and though we reserve the right to review and edit or delete any such Blog comment, we do not guarantee that we will monitor or review it. As such, we are not responsible for any messages posted or the consequences of following any advice offered within Blog posts. If you find any posts in these Blogs to be offensive or objectionable, please contact us via email at impactfund@impactfund.org and reference the relevant Blog. If we determine that removal of a post or posts is necessary, we will make reasonable efforts to do so in a timely manner.

By submitting a response, comment or content related to a Blog, you agree that such submission is non-confidential for all purposes. Any submission to this Website will be deemed and remain the property of Impact Fund. By using these Blogs, you agree to abide by the following terms and conditions:

- (1) By posting messages, uploading files or engaging in any other form of communication through the Blogs (collectively, the "Blog Content"), you grant Impact Fund, its successors and assignees, a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display the response, comment or content in any media or medium, or any form, format, or forum now known or hereafter developed.
- (2) You will not post any material that is knowingly false, misleading, or inaccurate.
- (3) You will not behave in an abusive and/or hateful manner, and will not harass, threaten, nor attack anyone.
- (4) You will not use profanity in your Blog Content, and will neither post with language or content that is obscene, sexually oriented, or sexually suggestive nor link to sites that contain such content.
- (5) You will respect other people's right to personal privacy and will not post any other person's identifying information (including their names, contact information or any other personal identifying information) within the Forum, but your own.
- (6) You will not use these Blogs to violate any laws nor to discuss illegal activities.
- (7) You will not impersonate any person or entity, forge headers or otherwise manipulate identifiers in order to disguise the origin of any posting, nor collect or store personal data about other users.
- (8) You will not post any copyrighted material, nor link to any copyrighted material (with the exception of publicly available sites and pages that the legal owners of the copyrights have created to make that material freely available to the general public), unless that copyright is owned by you or by these Blogs.
- (9) You will not post advertisements, chain letters, pyramid schemes, or solicitations, all of which are inappropriate and prohibited in the Blogs. You will not, furthermore, collect personal information about Blog members for the purpose of sending them any such advertisements, chain letters, pyramid schemes, or solicitations through other means (email, messaging programs, etc.).
- (10) You will not post messages that are clearly outside of the stated topic of any Blogs nor disrupt a Blog by deliberately posting repeated irrelevant messages or copies of

identical messages (also known as "flooding").

- (11) You will, if asked by a representative of Impact Fund, cease posting any content, and/or links to content, deemed offensive, objectionable, or in poor taste.

We reserve the right to delete any message and/or restrict posting rights in our Blogs for any reason whatsoever. Should you continue to post messages that violate the rules of the Blogs your account may be terminated, your access to the Blogs may be banned, and your service provider(s) may be contacted about your behavior. Furthermore, we expressly reserve our rights under the law to take any other actions we deem necessary.

9. Additional Acknowledgments.

You hereby agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of Impact Fund Website and all Content. In addition, you also acknowledge and agree that use of the Internet and access to or transmissions or communications with Impact Fund Website is solely at your own risk. While Impact Fund has endeavored to create a secure and reliable Website, you should understand that the confidentiality of any communication or material transmitted to/from Impact Fund Website over the Internet or other form of global communication network cannot be guaranteed. Accordingly, Impact Fund is not responsible for the security of any information transmitted to or from the Website.

10. Prohibited Use/Activities

In addition to any other restrictions or conditions of use, you hereby acknowledge, and represent and warrant, that your use of the Website, will not be, or alleged to be unlawful, unauthorized, fraudulent or malicious in purpose. In addition, you agree you will not:

- (1) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Website or Content or in any way;
- (2) modify or make derivative works based upon the Website or Content;
- (3) create Internet "links" to the Service or "frame" or "mirror" the Website on any other server or wireless or Internet-based device;
- (4) reverse engineer or access the Website in order to (a) design or build a competitive product or service, (b) design or build a product using similar ideas, features, functions or graphics of the Services or Application, or (c) copy any ideas, features, functions or graphics of the Services or Application;
- (5) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Services or Website;
- (6) interfere with or disrupt the integrity or performance of the Website or the data contained therein, or attempt to gain unauthorized access to the Website or its related systems or networks.

Impact Fund will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. You acknowledge that Impact Fund has no obligation to monitor your access to or use of

the Website, but has the right to do so for the purpose of operating the Website and providing the Services, to ensure your compliance with these Terms of Use, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

11. Links To Third-Party Websites/Materials/Content

The Website contains links to other websites – including a variety of social media sites such as Facebook, Twitter, Instagram and LinkedIn - each owned and operated by parties other than Impact Fund. We also provide links to organizations that have potential job opportunities. We do not control the websites accessed from such links, and cannot be held responsible for the content or accuracy of anything on these sites, including any advertisements, products for sale, or services. Any such websites are likely to set forth specific terms of use and privacy policies that you should review. Impact Fund shall not be responsible or liable, directly or indirectly, for any damages or losses caused or alleged to be caused by or in connection with the use of or reliance on such content, articles, resources, advertisements, products, services or other materials available on or through any such linked website. Impact Fund is not responsible for the privacy practices of any other website, and we encourage you to read the privacy policy of each website you visit prior to providing them any information or undertaking any activities.

12. Service Provided In United States; Compliance With Laws

Impact Fund Website is hosted in the United States. If you are a non-U.S. user of Impact Fund, by visiting the Website you agree to comply with all applicable federal and state U.S. laws. You further agree to comply with all applicable laws regarding the transmission of data exported from the United States or the country in which you reside.

We make no representations that the Website and any and all information contained therein, including any Content, is appropriate, available or legal in any particular location. The Website is not intended for access or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Impact Fund to any registration requirement within such jurisdiction or country. You hereby acknowledge and agree that you are choosing to access the Website and all related services, information or Content on your own initiative and that you are responsible for compliance with all applicable international, federal, state, local and any other applicable laws, statutes, ordinances and regulations regarding your use of the thereof.

13. No Legal Advice

The content, materials, information and resources provided on this website have been prepared by Impact Fund for informational purposes only and are not legal advice. Any information provided (including any training/education) is not intended to create, and receipt of it does not constitute, an attorney-client relationship. We may describe legal matters handled in the past by Impact Fund; the results for these matters depended upon a variety of factors, each unique to its own situation, and is not indicative of the success or outcome of any other case.

14. General Disclaimer

The Content contained on this Website has been prepared by Impact Fund as a convenience to its donors, users, and Website visitors. Impact Fund has used reasonable efforts in collecting, preparing and providing

such Content, but makes no warranty or guarantee about the accuracy, completeness, or adequacy of the Content contained in or linked to this Website or any other Website maintained by Impact Fund.

Your use of this website is at your sole risk. All content is provided on an “as is” or “as available” basis, and Impact Fund expressly disclaims all warranties and conditions with respect to the website and all elements thereof, whether implied, express, or statutory, including the implied warranties of merchantability, fitness for a particular purpose, title, noninfringement of third-party rights, satisfactory quality, quiet enjoyment, and accuracy. Impact Fund makes no warranty that the website and content is accurate, timely, uninterrupted, virus-free or error-free, or that any such problems will be corrected.

15. Limitation Of Liability

In addition to the above warranty disclaimers, you understand and agree that in no event will Impact Fund be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including, without limitation, loss of use, loss of income, loss of goodwill or reputation, damage to or corruption of data, or personal injury, whether in an action in contract, tort, or otherwise, arising out of or in any way connected with use of the website (or inability to use the website), and your use of our content.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

16. Indemnity

You agree to defend, indemnify, and hold harmless Impact Fund and affiliates and all of their respective employees, funders, parents, subsidiaries, joint ventures, affiliates, agents, developers, directors, officers and attorneys from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses) relating to or arising from i) any breach or alleged breach by you of this Terms of Use, or ii) any act or omission related to your use of this Website or Content.

17. Governing Law

This Terms of Use has been made in and will be construed and enforced solely in accordance with the laws of the United States of America and the State of California, U.S.A. as applied to agreements entered into and completely performed in the State of California. You and Impact Fund each agree to submit to exclusive subject matter jurisdiction, personal jurisdiction, and venue to the federal and state courts located in San Francisco County, California.

18. Arbitration

By mutual consent, any disputes or claims under this Terms of Use or its breach may be submitted to and resolved by arbitration conducted in accordance with American Arbitration Association rules. One arbitrator appointed under such rules shall conduct arbitration. Any such arbitration shall be in San Francisco County, CA, and the laws of California shall be applied. Any decision in arbitration shall be final and binding upon the parties. Judgment may be entered thereon in any court of competent jurisdiction. Notwithstanding the above, Impact Fund may sue in any court for infringement of its proprietary or intellectual property rights. Any claim or cause of action arising out of or related to use of the Website

and/or any of the Content, or these Terms of Use, must be filed within one (1) year after such claim or cause of action arose regardless of any status or law to the contrary. In the event any such claim or cause of action is not filed within such one (1) year period, such claim or cause of action shall be barred. Any failure to act by Impact Fund with respect to a breach by you or others does not waive Impact Fund's right to act with respect to subsequent or similar breaches.

19. Attorney's Fees

In any action or other proceeding arising from this Agreement, the prevailing party in such proceeding shall be entitled to recover from the losing party its costs and reasonable attorney's fees (in addition to any other relief to which the prevailing party may be entitled).

20. Term and Termination.

This Terms of Use and your right to use Impact Fund Website will take effect at the moment you access the Website, and is effective, binding and enforceable for as long as use the Website. In addition, Impact Fund reserves all of its legal rights to pursue any and all legal remedies if we believe you are using the Website for fraudulent or unlawful activity or you are taking any actions or omissions that violate any term or condition of this Terms of Use, or in order to protect its name and goodwill, its business, and/or other users. All provisions of this Terms of Use that by their nature our intended to survive termination will so survive and remain binding and effective – such provisions include, but are not limited to the miscellaneous section below, the provisions concerning Impact Fund's proprietary rights, indemnity, disclaimers of warranty, limitation of liability, and governing law.

21. Miscellaneous

This Terms of Use constitutes the entire agreement between you and Impact Fund and governs your use of the Website, superseding any prior agreements between you and Impact Fund. You will not assign the Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Impact Fund. Any purported assignment or delegation by you without the appropriate prior written consent of Impact Fund will be null and void. We may assign these Terms of Use or any rights hereunder without your consent. Failure by Impact Fund to insist on strict performance of any of the terms and conditions of this Terms of Use will not operate as a waiver by Impact Fund of that or any subsequent default or failure of performance. The Website are not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Impact Fund to any registration requirement within such jurisdiction or country. We reserve the right to limit the availability of the Website or any portion of the Website, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the service or other features that the Website provides. If any provision (or part thereof) contained in this Terms of Use is determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction or on account of a conflict with an applicable government regulation, such determination shall not affect the remaining provisions (or parts thereof) contained herein and the illegal, invalid, or unenforceable clause shall be modified in compliance with applicable law in a manner that most closely matches the intent of the original language. No joint venture, partnership, employment, or agency relationship exists between you and Impact Fund as result of this Terms of Use or your utilization of the Website. Headings herein are for convenience only.

Terms of Use: last updated December 7, 2020