

Terms and Conditions



Overview:

Last updated: September 15, 2017 at 5:00 p.m. CST

This set of terms governs the relationship between Gather Activism ("us", "we", or "our") and its users. It describes your rights and responsibilities during your use of the Gather mobile application, (the "Service") for iOS and Android. By using or accessing the Service, you are agreeing to these terms, thus we encourage you to review them carefully. If you disagree with any part of the terms, then you do not have permission to use or access the Service.

Our Community:

Gather is a centralized platform for political activism. Our mobile application empowers grassroots organizers to centrally manage every component of their organization's work, including group mass-communications, calls to action, and event management, and expand their member base by accessing activists with shared interests. Individual activists can discover, create, and engage with organizations, gatherings, and calls to action related to their political and civic interests.

We expect appropriate, respectful use of the Service and reserve the right to delete, deactivate, refuse privileges or otherwise refuse service if you violate the terms described herein or engage in activity that we believe harms others or poses a threat to those using the Service.

Privacy

For details regarding Gather's privacy policies, please see our Privacy Policy document.

Content

You retain all ownership rights to text, media, and other content you submit to Gather.

The Service allows you to post, link, view, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post on or through the Service, including its legality, reliability, and appropriateness.

By posting Content on or through the Service, you represent and warrant that: the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in the terms described herein, and that the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

By posting Content on or through the Service, you grant us permission, in the form of a nonexclusive worldwide license, to use, copy, and publish your Content as described, and as set in your data privacy settings. Do not provide us with any Content that you don't have the right to publish, or that is illegal.

You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third party posts on or through the Service. However, by posting Content using the Service you grant us the

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right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content subject to these Terms.

Gather maintains the right to monitor and edit all Content provided by users.

In addition, Content found on or through this Service are the property of Gather or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

Accounts

When you create an account on Gather's mobile application, you warrant that you are above the age of 13, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your username and password for the Service, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party login service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

Communications

By creating an account on the Service, you agree to receive customer communications and other non-marketing information we consider important to send. We will invite you to opt in to marketing and promotional communications and adjust those preferences at any time.

Guidelines

- You may not intimidate or harass other users of the Service
- You may not post hate speech, pornography, nudity, or graphic violence to the Service in any format
- You may not engage in discriminatory behavior toward other users of the Service
- You may not falsely represent the identity of other users of the Service or deliberately create an account for someone other than yourself on the Service without proper express permission
- We retain the explicit right to terminate a user's account should the user be in violation of the guidelines described above

Errors and Inaccuracies

We are constantly updating the tools and functionality offered through the Service. We may experience delays in updating information on the Service and in our advertising across multiple communications channels. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be described inaccurately or unavailable on the Service, and we cannot guarantee the accuracy or completeness of any information found on the Service.

We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Copyright Policy

It is our policy to respond to any and all claims that Content posted on the Service infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim in the Contact section of gatheractivism.com and provide a detailed description of the alleged Infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims"

You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through the Service on your copyright.

DMCA Notice and Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
- a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- identification of the URL or other specific location on the Service where the material that you claim is infringing is located;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Intellectual Property

The Service and the original content displayed within the Service or on related websites (excluding Content provided by users), features and functionality are and will remain the exclusive property of Gather Activism., and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries.

Links to Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by Gather Activism.

Gather Activism has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Gather Activism shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

Termination

Gather retains the right to terminate or suspend a user's account and restrict access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the terms described herein. If you wish to terminate your account, you may simply discontinue using the Service.

Indemnification

You agree to defend, indemnify and hold harmless Gather Activism, and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of i) your use and access of the Service, by you or any person using your account and password; ii) a breach of the terms described herein, or iii) Content posted on the Service.

Limitation of Liability

In no event shall Gather Activism, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Gather Activism., its subsidiaries, affiliates, and its licensors do not warrant that i) the Service will function uninterrupted, secure or available at any particular time or location; ii) any errors or defects will be corrected; iii)

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the Service is free of viruses or other harmful components; or iv) the results of using the Service will meet your requirements.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Illinois, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

Changes

These Terms and Conditions is effective immediately and will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on this page.

We reserve the right to update or change our Terms and Conditions at any time, and you should check these Terms and Conditions periodically. Your continued use of the Service after we post any modifications to the Terms and Conditions on this page will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Terms and Conditions.

If we make any material changes to these Terms and Conditions, we will notify you either through the email address you have provided us, or by placing a prominent notice on our website.

Contact Us

If you have any questions or concerns regarding these Terms and Conditions, please contact us at alex@gatheractivism.com.