

# Terms of Service

This site and all digital extensions of this site using the domains [bettiebrand.org](https://bettiebrand.org) and/or any domain name owned or controlled by Bettie Brand Mothers' Empowerment Fund, Inc. (collectively, the "Website") provide a complimentary information service offered by Bettie Brand Mothers' Empowerment Fund, Inc. ("BBMEF") to you as a Website user, with the express condition that you agree to be bound by these terms and conditions ("Terms of Service").

Do not use the Website if you do not agree to these Terms of Service.

## Content

All content available on this Website, including, but not limited to, trademarks, photographs, images, characters, names, graphics, logos, illustrations, audio clips and video clips (collectively, "Content"), is protected by copyright, trademark and other rights that are owned and/or controlled by BBMEF. You may use Content from this Website for your own personal, non-commercial use only. You may not copy, reproduce, publish, upload, post, transmit or distribute any Content in any way without BBMEF's express permission.

## Copyright and Copyright Agent

BBMEF respects the rights of all copyright holders. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide to BBMEF's President the following information, as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. Sec. 512:

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 copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; Identification of the material 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 us to locate the material; Information reasonably sufficient to permit us to contact the complaining party; 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. For copyright inquiries under the Digital Millennium Copyright Act, please contact BBMEF's President at [bbmeforg@gmail.com](mailto:bbmeforg@gmail.com) or by visiting the Website at <https://www.bettiebrand.org/contact>.

## Privacy

BBMEF respects the privacy of the visitors to the Website. Review the Privacy Policy for more information.

## Linked Sites

The Website may contain links to other sites that are not operated or managed by or on behalf of BBMEF. BBMEF is not responsible for the content of any such linked-to sites. The links to these sites are for your convenience only, and you access them at your own risk.

BBMEF welcomes links to the Website. You may include on your site(s) a link to the Website, provided that the link does not state or imply any sponsorship or endorsement of you or your site by BBMEF. You may not use on your site any logos, trademarks, service marks or other copyrighted materials appearing on the Website, including, without limitation, any logos, without BBMEF's express written permission. You may not frame or otherwise incorporate into another site any of the Content or other materials on the Website without BBMEF's prior written consent.

## User-Generated Content

From time to time, BBMEF may allow you to communicate, submit, upload or otherwise make available comments, messages, images, audio, video and/or other content via the Website ("User Generated Content"), some or all of which may be accessible to the public. You agree that you will not submit or otherwise publish any User Generated Content that:

- (a) is libelous or defamatory;
- (b) is obscene, pornographic or otherwise offensive;
- (c) is abusive or harmful (or threatens to abuse or harm) any person or entity;
- (d) infringes another person's or entity's intellectual property rights or any other rights, including, without limitation, copyrights, trademark or the right of publicity or privacy;
- (e) violates any law or regulation;
- (f) advocates illegal activity;
- (g) advertises a product or service; or
- (h) solicits funds or solicits goods or services.

By submitting User Generated Content to the Website, you grant to BBMEF a non-exclusive, sublicensable, irrevocable and royalty-free worldwide license to use, reproduce, transmit, print, publish, publicly display, exhibit, distribute, redistribute, copy, index, comment on, modify, adapt, translate, create derivative works based upon, publicly perform, make available and otherwise exploit such User Generated Content, in whole or in part, in all media now known or hereafter devised, for any purpose, including, without limitation, advertising, promotional and commercial purposes, without further notice to you, with or without attribution.

You represent and warrant that your User Generated Content conforms to these Terms of Service and that you own or have the necessary rights and permissions, without the need for payment to any other person or entity, to use, and to authorize BBMEF to use, your User Generated Content in all manners contemplated under these Terms of Service.

You shall indemnify BBMEF and its subsidiaries and Affiliates, and each of their respective officers, directors, employees and agents from and against any and all third-party claims, demands, liabilities, costs or expenses, including reasonable attorney's fees, resulting from arising out of or in connection with our use and exploitation of your User Generated Content. You also agree not to enforce any moral rights, ancillary rights or similar rights in or to the User Generated Content against BBMEF or its licensees, distributors, agents, representatives and other authorized users, and agree to procure the same agreement not to enforce from others who may possess such rights.

To the extent that BBMEF expressly authorizes you to create, post, upload, distribute, publicly display or publicly perform User Generated Content that requires the use of our copyrighted works, BBMEF grants you a non-exclusive license to create a derivative work using our copyrighted works, solely as required for the purpose of creating the materials, provided that such license shall be conditioned upon your assignment to BBMEF of all rights in the work you create. If such rights are not assigned to BBMEF, your license to create derivative works using BBMEF's copyrighted works shall be null and void.

BBMEF is not responsible for any User Generated Content or user communications published or transmitted by users of the Website. BBMEF reserves the right to edit or delete User Generated Content or user communications at any time and for any reason without any prior notice, but has no obligation to do so.

## Unsolicited Creative Submissions/Communications

BBMEF does not accept or consider creative ideas, suggestions or materials other than those BBMEF has specifically requested. If you do send or post any creative materials, including creative suggestions, ideas, notes, drawings, concepts or other information or if you transmit by electronic mail or otherwise, communications, including any data, questions, comments, suggestions or the like (collectively, the "Submitted Material"), the Submitted Material will be deemed and remain BBMEF's property. None of the Submitted Material will be subject to any

confidentiality obligation on the part of BBMEF and BBMEF will not be liable for any use or disclosure of any Submitted Material. BBMEF will exclusively own any now known or hereafter existing worldwide perpetual rights to the Submitted Material, without compensation to the provider of the Submitted Material.

## Disclaimer

The Content on and available via this Website is provided “as is” and without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, BBMEF disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability and fitness for a particular purpose. BBMEF makes no warranty that the functions contained in the Content will be uninterrupted or error-free, that defects will be corrected, or that BBMEF or the server that makes them available are free of viruses or other harmful components. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

BBMEF and its content providers are not responsible or liable to any person or entity whatsoever (including, without limitation, persons who may use or rely on such Content or to whom such Content may be furnished) for any loss, damage (whether actual, consequential, punitive or otherwise), injury, claim, liability or other cause of any kind or character whatsoever based upon or resulting from any Content, information or opinions provided in the Website.

## Limitation of Liability

To the fullest extent permissible by applicable law, in no event will BBMEF, or its present or future affiliates, be liable to you for any personal injury, property damage, lost profits, cost of substitute goods or services, loss of data, loss of goodwill, work stoppage, computer and/or device or technology failure or malfunction or for any form of direct or indirect, special, incidental, consequential, exemplary or punitive damages based on any causes of action arising out of any alleged failure of performance, error, omission, interruption, deletion, defect or delay in service, operation or transmission of the Website or any alleged computer virus, communication line failure, theft or destruction of property and/or unauthorized access to, alteration of, or use of or posting of any record, Content or technology, pertaining to or on the Website. You agree that this limitation of liability applies whether such allegations are for breach of contract, tortious behavior, negligence, or fall under any other cause of action, regardless of the basis upon which liability is claimed and even if BBMEF has been advised of the possibility of such loss or damage. Without limiting the generality of the foregoing, you also specifically acknowledge that BBMEF and/or its present or future affiliates are not liable for any actual or alleged defamatory, offensive or illegal conduct of other users of the Website or any other third parties.

If applicable law does not allow all or any part of the above limitation of liability to apply to you, the limitations will apply to you only to the extent permitted by applicable law.

## Jurisdiction

The Content and features on the Website are presented for the purpose of providing news and/or information and/or promoting current or future programs. Any and all disputes, claims and controversies arising out of or in connection with your access to, and/or use of the Website, and/or the provision of Content, services and/or technology on or through the Website is governed the laws and decisions of the State of Georgia applicable to contracts made, entered into and performed entirely therein, without giving effect to its conflict of laws provisions.

## Changes of These Terms of Service

BBMEF reserves the right to change these Terms of Service at any time, without notice to you. Please consult the most recent version of these Terms of Service each time you view the Website.