

Pathways to Safety International Terms of Service

Last Updated: These Terms of Service were last updated on June 9, 2017.

These Terms of Service (“**Terms**”) of Pathways to Safety International (“**us**” or “**we**”) govern your use of our website (“**Website**”), our telephone hotline (“**Hotline**”), our group within our third party service provider LiveSafe’s mobile application (“**App**”), and related services, via which we: (a) provide sexual assault prevention and response support; and (b) information relating to sexual assault and domestic violence, including safety planning, contact information for police, hospitals, and other resources (collectively, the “**Service**”). By accessing or using the Service, you expressly accept all of the provisions of these Terms and represent to us that you are legally competent to enter into and agree to these Terms. If you do not accept these Terms, then you are not authorized to use the Service.

THESE TERMS INCLUDE: (1) AN ARBITRATION PROVISION; (2) A WAIVER OF RIGHTS TO BRING A CLASS ACTION AGAINST US; AND (3) A RELEASE BY YOU OF ALL CLAIMS FOR DAMAGE AGAINST US THAT MAY ARISE OUT OF YOUR USE OF THE SERVICE.

1. YOUR ACCOUNT

1.1. App Registration. The App is hosted and provided by LiveSafe, Inc., which requires you to register with them and agree to their terms of service and privacy policy prior to using the App. You are responsible for ensuring and maintaining the secrecy and security of your account password, and are responsible for any activities that occur on the App under your account.

1.2. Privacy Policy. Our practices regarding privacy and communicating with users in operating the Service are described in our Privacy Policy. Please review our Privacy Policy to learn about what information we collect from you, how we use and share it, and how we communicate with our users. If you use the App, please also review LiveSafe’s privacy policy.

1.3. Local Laws. We control and operate the Service from the United States of America. We do not represent that materials on the Website or the App are appropriate or available for use in other locations. Persons who choose to access the Service from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

1.4. Termination. We reserve the right to terminate, change, suspend or discontinue the Service, in whole or in part, at any time at our sole discretion. Termination will not limit any of our other rights or remedies at law or in equity. The following sections shall survive the termination of this Agreement: 1.4, 2.3, 3, 4, 5, 7, and 8.

2. LICENSE AND USE OF THE SERVICE.

2.1. License Grant. Subject to your compliance with these Terms, we hereby grant you a personal, non-exclusive, non-transferable, revocable, limited license (without the right to sublicense) to access and use the Service solely on devices that you own or control, for your personal use only, and subject to the limitations set forth below. These Terms are limited to the intellectual property rights of Pathways to Safety International and its licensors and do not include any rights to other intellectual property. We reserve any and all rights not expressly granted to you pursuant to these Terms. The limited rights granted to you to access and use the Service comprise a limited license and do not constitute the sale of any software program.

2.2. Use Restrictions. You agree that: (i) you will not use the Service if you are not fully able

and legally competent to agree to these Terms; (ii) you will not provide us with untruthful or intentionally misleading information or impersonate any other person while using the Service; (iii) you will only use the Service in full compliance with all applicable laws; (iv) you will not use the Service for sending or storing any material prohibited by applicable law or for fraudulent purposes or to engage in any offensive, indecent or objectionable conduct; (v) you will not use the Service to cause nuisance, annoyance or inconvenience. Further, except as specifically permitted herein or approved in advance in writing by Pathways to Safety International, you agree that you will not directly or indirectly: (i) distribute, sell, assign, encumber, transfer, rent, lease, loan, sublicense, modify, time-share or otherwise exploit the Service in any unauthorized manner; (ii) harvest or scrape any content or data from the Service; (iii) use any means to discover the source code of any portion of the Service; or (iv) circumvent any functionality that controls access to or otherwise protects the Service. Any attempt to do any of the foregoing is a violation of the rights of Pathways to Safety International and our licensors. If you breach these restrictions, we will terminate your access to and use of the Service and you may be subject to prosecution and damages.

2.3. Ownership. The Service's "look and feel" (e.g., text, graphics, images, logos), proprietary content, information and other materials are protected under intellectual property, copyright, trademark and other laws. You acknowledge and agree that Pathways to Safety International and/or its licensors own all right, title and interest in and to the Service (including without limitation any and all patent, copyright, trade secret, trademark, show-how, know-how and any and all other intellectual property rights therein or related thereto) and you agree not to take any action(s) inconsistent with such ownership interests. Except for the express license to use the Service granted in Section 2.1 above, you do not acquire any rights or licenses under any of Pathways to Safety International's (or its licensors') patents, patent applications, copyrights, trade secrets, trademarks or other intellectual property rights on account of these Terms.

3. DISCLAIMER

Pathways to Safety International cannot and does not guarantee or warrant that the Service will be complete, timely, secure, up-to-date, uninterrupted or error free, or that the Service will meet your needs or help you will reach a particular outcome. Pathways to Safety International does not endorse the content or advice provided by third parties to whom we may refer you. The information we provide through the Service (including the know4ugo materials) (collectively, the "**Information**") has been gathered from public sources, is for informational purposes only, and is not vetted, endorsed or guaranteed by Pathways to Safety International. Pathways to Safety International does not render legal advice, via the Service or otherwise, and is not rendering legal advice by providing the Service and making available the Information. Pathways to Safety International is not a law enforcement agency, does not engage in law enforcement activity, and the Service is not designed or intended to act as a substitute for police or other law enforcement agencies. If you have any legal questions or concerns, you should consult a qualified legal or other professional that can consider the particulars of your specific case. Pathways to Safety International reserves the right to change or make corrections to any of the Information at any time, and will not be liable for any errors, inaccuracy or omissions concerning the Information. THE SERVICE AND THE INFORMATION ARE PROVIDED "AS IS," "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. PATHWAYS TO SAFETY INTERNATIONAL HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

4. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL PATHWAYS TO SAFETY INTERNATIONAL OR ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR LOSS OF PROFITS, REVENUE

OR INCOME, OR FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING FROM OR RELATED TO: (A) THESE TERMS; (B) THE USE OR INABILITY TO USE THE SERVICE; (C) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; OR (D) ANY CONTENT OR INFORMATION OBTAINED FROM THE SERVICE, IN EACH CASE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF THIS SECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT PATHWAYS TO SAFETY INTERNATIONAL HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

5. INDEMNITY

By agreeing to these Terms and using the Service, you agree that you shall defend, indemnify and hold Pathways to Safety International and its directors, officers, employees, representatives and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your use of or access to the Service; (b) your violation or breach of any term of these Terms or any applicable law or regulation; (c) your violation of any rights of any third party; and (d) your negligence or willful misconduct.

6. NOTICE OF INFRINGEMENT; DIGITAL MILLENNIUM COPYRIGHT ACT.

Anyone who believes that his or her work has been reproduced in the Service in a manner which constitutes copyright infringement may submit a notification to Pathways to Safety International's copyright agent in accordance with Section 512(c) of the Digital Millennium Copyright Act (the "DMCA"), by providing the following information in writing: (a) identification of the copyrighted work that is claimed to be infringed; (b) identification of the allegedly infringing material that is requested to be removed, including a description of where it is located on the Service; (c) information for our copyright agent to contact you, such as an address, telephone number, and, if available, e-mail address; (d) a statement that you have a good faith belief that the identified, allegedly infringing use is not authorized by the copyright owners, its agent or the law; (e) a statement that the information above is accurate, and under penalty of perjury, that you are the copyright owner or the authorized person to act on behalf of the copyright owner; and (f) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright or of an exclusive right that is allegedly infringed. If you are asserting infringement of an intellectual property right other than copyright, please specify the intellectual property right at issue (for example, "trademark") by notating this in your written notice. You acknowledge that if you fail to comply with all of the requirements for a notice of infringement as specified above, your DMCA notice may not be valid. Notices of infringement claims should be sent by mail to: 25 NW 23rd Place, PMB 461, Portland, Oregon 97210 (Attn. Copyright Manager) with copy to info@pathwaystosafety.org. Pathways to Safety International will use commercially reasonable efforts to respond expeditiously to claims of copyright infringement using the Service that are reported to Pathways to Safety International's copyright agent in the notification explained above. It is Pathways to Safety International's policy, in appropriate circumstances and at its discretion, to disable or terminate the accounts of users who repeatedly infringe copyrights or intellectual property rights of others.

7. DISPUTE RESOLUTION

7.1. Binding Arbitration. Any dispute or claim under these Terms, except for disputes relating to the infringement of our intellectual property rights or the access or use of the Service in violation of these Terms (a "Claim"), will be resolved by binding arbitration. The arbitration will be conducted before a

neutral single arbitrator, whose decision will be final and binding, and the arbitral proceedings will be governed by the AAA Commercial Arbitration Rules, Consumer Due Process Protocol, and Supplementary Procedures for Resolution of Consumer Related Disputes. These rules can be found on the AAA website at www.adr.org. To begin an arbitration proceeding, you must send us a notice of dispute, in writing, setting forth your name, address and contact information, the facts of the dispute and relief requested. You must send your notice of legal dispute to us at the following address: info@pathwaystosafety.org. The arbitration will be conducted, at the option of the party seeking relief, by telephone, online, or based solely on written submissions. If you initiate arbitration, your arbitration fees will be limited to the filing fee set forth in the AAA's Consumer Arbitration Rules. Unless the arbitrator finds the arbitration was frivolous or brought for an improper purpose, Pathways to Safety International will pay all other AAA and arbitrator's fees and expenses. If a court of competent jurisdiction finds the foregoing arbitration provisions invalid or inapplicable, you and Pathways to Safety International each agree to the exclusive jurisdiction of the Federal and State courts located in Portland, Oregon, and you and Pathways to Safety International each agree to submit to the exercise of personal jurisdiction of such courts for the purposes of litigating any applicable dispute or claim. If you do not want to arbitrate disputes with Pathways to Safety International and you are an individual, you may opt out of this arbitration agreement by sending an email to info@pathwaystosafety.org within thirty (30) days of the first of the date you access or use the Service.

7.2. Individual Basis; Jury Trial Waiver. To the fullest extent permitted by applicable law, you and Pathways to Safety International each agree that any proceeding to resolve a Claim will be conducted only in the respective party's individual capacity and not as a plaintiff or class member in any purported class, consolidated, multiple plaintiff or representative action ("**Class Action**"). If for any reason a Claim proceeds in court rather than in arbitration, you and Pathways to Safety International each waive any right to a jury trial. You and Pathways to Safety International expressly waive any ability to maintain any Class Action in any forum. If the Claim is subject to arbitration, the arbitrator will not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

8. MISCELLANEOUS

These Terms set forth the entire agreement and understanding of the parties relating to its subject matter and cancels and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between them. We may modify these Terms at any time. Modifications become effective immediately upon your first access to or use of the Service after the "Last Updated" date at the top of these Terms. If we make changes that are material, we may use reasonable efforts to attempt to notify you by placing a prominent notice on the Service. Your continued access or use of the Service after the modifications have become effective will be deemed your conclusive acceptance of the modified Terms. If you do not agree with the modifications to the Terms, then please do not access or use the Service. If and to the extent any provision of these Terms is held illegal, invalid, or unenforceable in whole or in part under applicable law by a court of competent jurisdiction, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability, and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. You may not assign these Terms or any of your rights or obligations hereunder without our prior written consent. Pathways to Safety International may freely assign these Terms. Any attempted assignment or transfer in violation of this Section 5.1 will be null and void. Subject to the foregoing restrictions, these Terms will inure to the benefit of the successors and permitted assigns of the parties. These Terms and any controversy, dispute or claim arising out of or relating to these Terms will be governed by and construed in accordance with the laws of Oregon, without regard to its conflict of law provisions. If you have any questions about these

Terms or the Service, please contact us at info@pathwaystosafety.org.