

TERMS AND CONDITIONS

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Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the web site, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services. If these terms and conditions are considered an offer by Calso, acceptance is expressly limited to these terms.

- 1 **Responsibility of Contributors.** If you contribute to the Website, comment on, post material to the Website, post links on the Website, or otherwise make (or allow any third party to make) material available by means of the Website (any such material, "Content"), You are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:
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 - if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;
 - you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
 - the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
 - the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
 - the Content is not pornographic, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;
 - your blog is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods;
 - your blog is not named in a manner that misleads your readers into thinking that you are another person or company. For example, your blog's URL or name is not the name of a person other than yourself or company other than your own; and
 - you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by Top Nonprofits or otherwise.
- 2 By submitting Content to Calso for inclusion on the Website, you grant Calso a world-

wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing and promoting your Content. If you delete Content, Calso will use reasonable efforts to remove it from the Website, but you acknowledge that caching or references to the Content may not be made immediately unavailable. Without limiting any of those representations or warranties, Calso has the right (though not the obligation) to, in Calso's sole discretion (i) refuse or remove any content that, in Calso's reasonable opinion, violates any Calso policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Website to any individual or entity for any reason, in Calso's sole discretion. Calso will have no obligation to provide a refund of any amounts previously paid.

- 3 **Responsibility of Website Visitors.** Calso has not reviewed, and cannot review, all of the material, including computer software, posted to the Website, and cannot therefore be responsible for that material's content, use or effects. By operating the Website, Calso does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Website may contain content containing technical inaccuracies, typographical mistakes, and other errors. The Website may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. Calso disclaims any responsibility for any harm resulting from the use by visitors of the Website, or from any downloading by those visitors of content there posted.
- 4 **Content Posted on Other Websites.** We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which Calso.co links, and that link to Calso.co. Calso does not have any control over these websites and webpages, and is not responsible for their contents or their use. By linking to a non-Calso website or webpage, Calso does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Calso disclaims any responsibility for any harm resulting from your use of non-Calso websites and webpages.
- 5 **Copyright Infringement and DMCA Policy.** As Calso asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by Calso.co violates your copyright, you are encouraged to notify Calso in accordance with Calso's Digital Millennium Copyright Act ("DMCA") Policy. Calso will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material.
- 6 **Intellectual Property.** This Agreement does not transfer from Calso to you any Calso or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Calso. Calso, Calso.co, and the Calso.co logo, and all other trademarks, service marks, graphics and logos used in connection with the Website are trademarks or registered trademarks of Calso. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any Calso or third-party trademarks.

- 7 **Changes.** Calso reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. Calso may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.
- 8 **Termination.** Calso can terminate the Website immediately as part of a general shut down of our service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
- 9 **Disclaimer of Warranties.** The Website is provided “as is”. Calso and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Calso nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.
- 10 **Limitation of Liability.** In no event will Calso, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data. Calso shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.
- 11 **General Representation and Warranty.** You represent and warrant that (i) your use of the Website will be in strict accordance with the Calso’s Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.
- 12 **Indemnification.** You agree to indemnify and hold harmless Calso, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys’ fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.
- 13 **Personal information.** Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.
- 14 **Contact information.** Questions about the Terms of Service should be sent to us at contact@calso.co.

Miscellaneous. This Agreement constitutes the entire agreement between Calso and you concerning the subject matter hereof, and they may only be modified by a written

amendment signed by an authorized executive of Calso, or by the posting by Calso of a revised version. These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of 169 11th Street, San Francisco, CA, 94103, United States.

Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules.

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.