

APPENDIX A

WEBSITE TERMS OF USE

Website © 2020 Be THE Voice

Last updated: 8/18/2020

Acceptance of Terms of Use

This Terms of Use Agreement (the “Agreement”) states the terms and conditions under which you may use this website (the “Site”). Please read the Agreement carefully. The Site contains various information relating to Be THE Voice in the form of text, graphics, news, reports, and other materials (tangible or intangible) (“Content”). By accessing, browsing and/or using the Site you acknowledge that you have read, understood, and agree to be legally bound by the Agreement. If you do not accept the Agreement (and therefore do not agree to be bound by it), do not use the Site. Be THE Voice reserves the right to amend the Agreement at any time by posting the amended terms on the Site.

Restrictions on Use of Materials

You acknowledge that the Site contains Content that is protected by copyrights, trademarks, service marks, trade secrets, patents, or other proprietary rights, and that these rights are valid and protected in all forms, media, and technologies existing now and hereinafter developed. You also acknowledge that the Content is and shall remain the property of Be THE Voice or any other party (each a “Contributor”) who has been involved in the preparation or publication of the Content. You shall at no time assert any claims of ownership over any content by reason of your use of or any right to use the Site and shall not grant or create or suffer to exist any lien or other security interest arising therefrom. You agree to comply with all copyright and trademark laws and you shall not encumber any interest in, or assert any rights to, the Content.

You may not modify, transmit, participate in the sale or transfer of, or create derivative works based on any Content, in whole or in part. You may print copies of the Content, provided that these copies are made only for personal, non-commercial use and that you maintain any notices contained in the Content, or maintained by the Contributor, such as all copyright notices, trademark legends, or other proprietary rights notices. You shall not store electronically any significant portion of any Content. Be THE Voice authorizes you to view and use the Content on the Site solely for your personal, noncommercial use. The use of the Content on any other website, including by linking or framing, or in any networked computer environment for any purpose is prohibited without Be THE Voice’s prior written approval.

You agree to use the Content and the Site only for lawful purposes. You are prohibited from any use of the Content or the Site that would constitute an illegal offense, give rise

to liability, or otherwise violate any applicable local, state, national, or international law or regulation.

Third-Party Websites

As a convenience to you, the Site provides links to third-party websites of entities, organizations, and persons with whom Be THE Voice may or may not associate from time to time ("Third-Party Sites") where we believe you will find such information useful or of interest. While Be THE Voice tries to provide accurate and quality information, our decision to link to a Third-Party Site is not an endorsement of the content in the linked Third-Party Site.

Be THE Voice is not responsible for the content of any Third-Party Site, nor does Be THE Voice make any warranties or representations, express or implied, regarding the content (or the accuracy of such content) on any Third-Party Sites, and Be THE Voice shall have no liability of any nature whatsoever in relation to any of the foregoing.

You should take precautions when downloading files from this and all Third-Party Sites to protect your computer from viruses and other destructive programs. If you decide to access linked Third-Party Sites, you do so at your own risk. Once you click on a link connecting you to a Third-Party Site, your use of that website and the collection and use of your personal information at the website will be governed by that website's Terms of Use and/or Privacy Policy, and not by the Terms of Use and/or Privacy Policy of this Site. You should direct any concerns regarding the Third-Party Site to that website's administrator or webmaster.

Disclaimer of Warranty

The content provided on the Site is provided as a service to members of the public. Information presented on the Site is provided for informational purposes only. No information presented on the Site constitutes legal, financial or medical advice, nor does it create an attorney-client, doctor-patient, fiduciary, or counseling relationship between Be THE Voice and any other party. You acknowledge and agree that the Site and the content therein are provided on an "as is" and "as available" basis. None of the officers, directors, employees, volunteers, or agents of Be THE Voice (collectively, the "Be THE Voice Parties") guarantees the accuracy, completeness, or usefulness of any of the content.

None of the Be THE Voice Parties warrants that the Site will be uninterrupted or error-free or that the Site, its server, or any files available for downloading through the Site are free of computer viruses or other harmful elements. You expressly agree that the entire risk as

to the quality and performance of the Site and the accuracy or completeness of the content is assumed solely by you.

None of the Be THE Voice Parties makes any, and hereby specifically disclaims any, representations, endorsements, guarantees, or warranties, express or implied, regarding the Site or any content, including without limitation, the implied warranties of merchantability and fitness for a particular purpose and non-infringement of third-party rights. Without limiting the generality of the foregoing, all of the Be THE Voice Parties disclaim any warranties with respect to any results that may be obtained from the use of the Site.

Limitation of Liability

Under no circumstances will any Be THE Voice Parties be liable for any loss or damage caused by your reliance on information obtained through the content on the site, including without limitation any loss or damage caused by your reliance on information obtained from Third-Party Sites to which this Site is linked. It is your responsibility to evaluate the accuracy, completeness, or usefulness of any information or any content available through the Third-Party Site.

In no event shall any Be THE Voice Parties be liable for any direct, indirect, incidental, special, or consequential damages arising out of or relating to the content, service, or the agreement, whether based on warranty, contract, tort, or any other legal theory.

Because some jurisdictions do not allow the exclusion or limitation of liability for negligence, consequential, or incidental damages, in such jurisdictions the Be THE Voice Parties' liability is limited to the greatest extent permitted by law.

Your sole and exclusive remedy for dissatisfaction with the Site is to stop using the Site.

No Framing Allowed

Elements of the Site are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part by any means, including but not limited to, the use of framing or mirrors. None of the Content for our Site may be retransmitted without the express written consent of Be THE Voice.

Copyright Complaints

The designated agent to receive notification of claimed infringement under the Digital Millennium Copyright Act is Debbie Cwalina, Executive Director of Be THE Voice, 1010 Huntcliff NE #1350, Atlanta, GA 30350.

Termination

Be THE Voice reserves the right, in its sole discretion, to restrict, suspend, or terminate the Agreement and your access to all or any part of the Site or the Content, at any time and for any reason without prior notice or liability. Be THE Voice reserves the right to change, suspend, or discontinue all or any part of the Site or the content at any time without prior notice or liability.

User Must Comply with Applicable Laws

The Site is based in the State of Georgia. Be THE Voice makes no claims concerning whether the Content may be downloaded or are appropriate for use outside of the United States. If you access the Site from outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

Miscellaneous

The Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, except with regard to its conflicts of law rules. Any action relating to the Content, Site or the Agreement must be brought in the federal or state courts located in the metropolitan Atlanta, Georgia area, and you hereby irrevocably consent to the jurisdiction of such courts. Any cause of action you may have with respect to the Content, Site or the Agreement must be commenced within one (1) year after the claim or cause of action arose, or is barred.

The foregoing Terms of Use supersede all existing agreements, whether written or oral, between Be THE Voice and users of its Site regarding the subject matter contained on the Site. In the event that any of the foregoing terms is held to be invalid or unenforceable, the invalid or unenforceable term shall be construed in accordance with the applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the terms shall remain in full force and effect.

The paragraph headings herein are provided only for reference and shall have no effect on the construction or interpretation of these Terms of Use. Be THE Voice's failure to enforce your strict performance of any of the foregoing terms shall not constitute a waiver of its right to subsequently enforce such term or any other term herein. Finally, neither the course of conduct between parties nor trade practice shall act to modify any term herein.

APPENDIX B

WEBSITE PRIVACY POLICY

Last updated: 8/18/2020

Your privacy is of paramount importance to Be THE Voice. As a user of Be THE Voice's website (the "Site"), you are valued by Be THE Voice, and we will take appropriate measures to protect the personally identifiable information ("Personal Information") provided by, and collected from, you on the Site in connection with the functions, products, services and information offered on the Site (the "Be THE Voice Services"). We may update this Privacy Policy from time to time and will update the last updated date above.

What Information Is Collected?

We collect Personal Information from individual visitors, volunteers, or donors when you provide it voluntarily. Personal Information can include data such as names, addresses, ZIP codes, birthdays, and e-mail addresses. It may also include web browser data that we may use for analytics and Site functionality purposes, including using web browser cookies to improve your user experience.

Please note that we do not intentionally collect Personal Information from, or direct this Site to, people under 13 years old or people outside of the United States of America. If you are a member of either group (or a parent/guardian of a minor) and wish to visit our Site, volunteer, or donate to our organization, please contact us at debbie@be-the-voice.org.

If you would like more information about what Personal Information we collect, would like us to stop using your Personal Information, or simply wish to unsubscribe from our mailing list, please contact us at debbie@be-the-voice.org.

What Do We Do With the Information?

We use Personal Information in support of our organization's mission. Uses include contacting you about programs and activities and requesting and facilitating donations. Managing a non-profit organization also requires us to share your Personal Information with certain third parties. We may share Personal Information with third parties when (i) the person submitting the Personal Information authorizes us to share it; (ii) the third party performs a function for us directly related to the operation of the Site or our organization,

such as contacting our supporters or processing payments; or (iii) we are required to by law or court order to do so.

We maintain reasonable security measures to protect your Personal Information from unauthorized use. While no protections are completely secure, we strive to apply best practices to protect your Personal Information from unauthorized physical and digital access.

What Choices Do I Have?

As outlined in this Privacy Policy, you can always choose not to provide information; however, doing so may prevent you from making a donation or accessing other valuable features on our website.

Links to Third-Party Sites

We sometimes provide links to Third-Party sites, such as payment providers or unaffiliated organizations, on our Site. If you would like more information about what Personal Information we collect, would like us to stop using your Personal Information, or simply wish to unsubscribe from our mailing list, please contact us at the contact email address noted above. You understand and agree that your use of such third party sites will be governed by the applicable privacy policies of those sites and not by this Privacy Policy. We are not be responsible for the acts or omissions of third party websites.

Notices and Revisions

If you choose to visit Be THE Voice's Site, your visit and any dispute over privacy is subject to this Privacy Policy. If you have a concern about privacy at the Site, please send an email with a detailed description of your concern to debbie@be-the-voice.org. Our activities and Site change constantly. This Privacy Policy may change also. Our use of information that we receive and store is subject to the Privacy Policy in effect at the time of our use of such information. If we decide to change our Privacy Policy, we will link to the revised Privacy Policy on the Site.

Questions?

If you have any questions about this Privacy Policy, please contact us at debbie@be-the-voice.org.