

EdLoC Connect - TERMS OF USE

Last Updated: April 26, 2021

Please read these Terms of Use carefully before accessing or using this website. If you do not agree to all of the terms and conditions contained in these Terms of Use, do not access or otherwise use this Site or our Services.

Welcome to **EdLoC Connect**, a website and online community (the “Site”) of Education Leaders of Color (“EdLoC,” “we,” “us,” or “our”). The Site is available at www.EdLoCconnect.org. The mobile app – EdLoC Connect – can be downloaded through the Apple App Store and Google Play Store.

This page explains the terms by which you may use our Site (including any subdomains), and any software provided on or in connection with the Site (the “Terms of Use” or “Terms”).

PLEASE NOTE: SECTION 21 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IT AFFECTS YOUR RIGHTS ABOUT HOW TO RESOLVE ANY DISPUTE WITH US. PLEASE READ IT CAREFULLY.

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1. ACCEPTANCE OF TERMS

By using the Site, creating an account and checking the “I agree” (or similar) box, or otherwise accessing or using the Site or our Services (defined below), you (1) agree that you have read, understood, and agree to be bound by these Terms of Use, and (2) agree that you have read and acknowledge the collection and use of your information as set forth in our [Privacy Policy](#) (the “Privacy Policy”), whether or not you are a registered user of the Site. These Terms apply to all visitors, users, members and others who access the Site (“User(s),” or “you” or “your”), and are **a legally binding contract between you and EdLoC.**

EdLoC may change these Terms of Use from time to time. Your continued access or use of the Site and/or our Services constitutes your acceptance of such changes. Your access and use of the Site and/or our Services will be subject to the current version of the Terms of Use, rules and guidelines posted on the Site at the time of such use. Please regularly check the Site to view the then-current terms. If you breach any of the Terms of Use, your license to access or use this Site shall automatically terminate.

2. OUR MISSION AND OUR SERVICES

EdLoC is a national membership-based nonprofit organization dedicated to increasing the number of Black and Latino leaders in high-level positions within education and related sectors. By advancing leaders, aligning them with EdLoC’s Third Way Values, and directly investing in them through our philanthropic arm, the Boulder Fund, we help position and equip leaders of color to effectively lead inclusive and sustainable efforts that meaningfully improve student outcomes and ultimately transform the lives of children, families, and communities of color. Our Site is designed to facilitate this mission and contains functionality which allows our members, among other activities, to network, exchange ideas and find professional events and opportunities of interest (collectively, “Services” or “Our Services”).

EdLoC reserves the right to disable any member account that we believe violates our Terms of Use. EdLoC also reserves the right to refuse to post any of Your Content (defined below) for any reason or no reason in our sole discretion.

3. YOUR USE OF OUR SERVICES

You agree not to engage in any of the following prohibited activities:

- Copying, distributing, or disclosing any part of the Site in any medium, including without limitation by any automated or non-automated "scraping."
- Using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Site in a manner that sends more request messages to the EdLoC servers than a human can reasonably produce in the same period of time by using a conventional online web browser (except that EdLoC grants the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials).
- Transmitting spam, chain letters, or other unsolicited promotional email.
- Attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Site.
- Taking any action that imposes - or may impose, as we determine at our sole discretion - an unreasonable or disproportionately large load on our infrastructure.
- Uploading invalid data, viruses, worms, or other software agents through the Site, including through any of Your Content (defined below).
- Collecting or harvesting any personally identifiable information, including account names and emails, from the Site.
- Using the Site for any commercial solicitation or political purposes, except as explicitly provided for by these Terms.
- Impersonating another person or otherwise misrepresenting your affiliation with a person or entity, engaging in fraud, hiding or attempting to hide your identity.
- Interfering with the proper working of the Site.
- Accessing any content on the Site through any technology or means other than those provided or authorized by the Site.
- Bypassing the measures we may use to prevent or restrict access to the Site, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Site or the content.

4. YOUR ACCOUNT

In order to access certain features and functions of the Site -- that we may establish, maintain, and modify, from time to time and in our sole discretion -- you will need to create an account. When you create an account, you become a Member. You are responsible for tracking all activity on your own account, and you agree to:

- Provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Data"). Creating an account with false information is a violation of our terms.
- Maintain and promptly update the Registration Data, and any other information you provide to EdLoC, to keep it accurate, current and complete.
- Maintain the security of your password and identification.
- Notify EdLoC immediately of any unauthorized use of your account or other breach of security.
- Accept all responsibility for any and all activities that occur under your account, including but not limited to, all applicable taxes and any applicable third-party fees (including but not limited to credit card fees, foreign exchange fees and cross border fees).
- Accept all risks of unauthorized access to the Registration Data and any other information you provide to EdLoC.
- Never transfer your account to another person.

These Terms and/or your use of the Site do not create any agency, partnership, joint venture, employment, or franchise relationship between you and EdLoC.

5. YOUR CONTENT

Content that you upload, post or otherwise submit and make available using our Services is your content ("Your Content"). You retain any copyright that you have in Your Content.

5.1 Responsibility for Your Content. EdLoC is not in a position to offer legal advice or make legal determinations as to whether Your Content infringes someone else's intellectual property. You understand that you are solely responsible for Your Content, and you represent that you have all necessary rights to Your Content and that you are not infringing or violating any third party's rights by posting it. Violating the intellectual property rights of brands or other rights owners may result in legal consequences. **IMPORTANT: This section does not constitute legal advice. You should consult a lawyer if you have a specific question about the rights of others.**

5.2 Permission to Use Your Content. By posting Your Content, you grant EdLoC a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use, display, edit, modify, reproduce, distribute, store, and prepare derivative works of Your Content. This allows us to provide the Services and to promote EdLoC or the Services in general, in any formats and through any channels, including across any partners or third-party website or advertising medium. You agree not to assert any moral rights or rights of publicity against us for using Your Content. You also recognize our legitimate interest in using it, in accordance with the scope of this license, to the extent Your Content contains any personal information.

5.3 Objectionable Content. You may not post content which includes, but is not limited to: (i) sexually explicit materials; (ii) content which is obscene, misleading, libelous, slanderous, violent, hateful and/or unlawful; (iii) profanity; (iv) content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right; (v) content that is deceptive or fraudulent; (vi) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms; and (vii) content that promotes gambling, including without limitation, any online casino, sports books, bingo or poker. You also may not: (i) defame, stalk, bully, harass, threaten, impersonate or intimidate people or entities, or (ii) post private or confidential information including, without limitation, your or any other person's credit card information, social security number, non-public phone numbers and non-public email addresses.

5.4 Political Content. You may not post content which advocates for any particular candidate or political party. This prohibition against partisan political activity on the Site includes, but is not limited to: (i) conducting voter registration and GOTV activities based on party affiliation or how people will vote; (ii) endorsing candidates; (iii) using the Site to fundraise in support of, or in opposition to, a candidate or otherwise soliciting campaign contributions; (iv) asking candidates to sign pledges on any issues; and (v) posting partisan political messages.

5.5 Reporting Content. EdLoC has no general obligation to monitor User Content. The Site contains a feature which allows Users to report Objectionable Content, including illegal, abusive or harmful content.

5.6 Right to Delete Your Content. EdLoC is not obligated to list or post Your Content and reserves the right to delete Your Content from the Site: (i) at any time in the event you violate these Terms of Use, or (ii) in the event EdLoC believes it should remove Your Content for compliance with laws, the protection of other Members, or any other business reason(s).

5.7 Feedback. We appreciate any feedback or other suggestions about our Site or Services that you may submit to us, but you understand that we may use such feedback or suggestions without any obligation to compensate you for them, and that we may disclose the idea(s) on a non-confidential basis or otherwise to anyone. EdLoC does not waive any rights to use similar or related ideas previously known to EdLoC, or developed by its employees, or obtained from sources other than you.

6. OUR CONTENT

Unless otherwise indicated, all of the content featured or displayed on the Site, including, but not limited to, text, graphics, data, photographic images, moving images, sound, illustrations, software, editorial content and the selection and arrangement thereof ("Our Content"), is owned by EdLoC, its licensors, or its third-party image partners. All elements of the Site, including Our Content, are protected by copyright, trade dress, moral rights, trademark and other laws relating to the protection of intellectual property.

EdLoC grants you the right to view and use the Site subject to these Terms. You may download or print a copy of information provided in the Site for your personal, internal and non-commercial use only. Any distribution, reprint or electronic reproduction of any content from the Site in whole or in part for any other purpose is expressly prohibited without our prior written consent.

7. TRADEMARKS

"EdLoC", "Education Leaders of Color", and any other product or service name or slogan contained in the Site are trademarks of EdLoC, and may not be copied, imitated or used, in whole or in part, without the prior written permission of EdLoC. You may not use metatags or any other "hidden text" utilizing "EdLoC" or any other name, trademark or product or service name of EdLoC without our prior written permission. In addition, the look and feel of the Site, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of EdLoC and may not be copied, imitated or used, in whole or in part, without our prior written permission.

All other trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

8. NOTICE FOR CLAIMS OF COPYRIGHT INFRINGEMENT AND OTHER INTELLECTUAL PROPERTY VIOLATIONS

8.1 Notice. We take claims of alleged infringement seriously, and will respond to notices of alleged copyright infringement under the United States Digital Millennium Copyright Act. Please see our [DMCA Notice](#). We also work to ensure that content on our Site does not infringe upon the trademark or other intellectual property rights of third parties. If you believe that your intellectual property rights have been infringed, please email us at connect@edloc.org.

8.2 IP Enforcement. It is EdLoC’s policy, in appropriate circumstances, to terminate the accounts of Users who are repeat infringers or who are repeatedly charged with infringement. Even if you are infringing IP without knowledge, we will still take action and your account might receive a warning or be suspended or terminated. You should consult an attorney for help to ensure that you have the right procedures in place to prevent IP infringement.

9. FEES

9.1 Annual Membership Dues. Our Services are available with an active annual membership subscription. All payments are to be made in US dollars, and prices are subject to change at any time. All information you provide in connection with a purchase or other monetary transaction interaction with the Site or Service must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or other monetary transaction interaction with the Site or Service at the prices in effect when such charges are incurred. You agree to pay any applicable taxes, if any, relating to any such purchases or other monetary transaction interactions. We reserve the right to fix any processing errors we discover. We will correct any processing errors by debiting or crediting the payment method used.

9.2 Refund Policy. You may request a refund in accordance with the following terms:

- **Timeframe.** You may cancel your annual membership and request a refund within 30 days of the date you purchased your annual membership subscription. After 30 days, a refund request will result in a pro-rata refund of the annual membership fee.
- **How to request a refund.** You may request a refund by emailing us at connect@edloc.org.

10. PRIVACY

Click here to view our [Privacy Policy](#). You understand that by using the Site and/or Services you consent to the collection, use and disclosure of your personal information as set forth in our Privacy Policy, and to have your personal information collected, used, transferred to and processed in the United States.

11. MINORS

In order to use the Site, you must be at least 18 years of age (“Minimum Age”). The Site is not intended for users under the Minimum Age. You hereby represent that (a) you are at least the minimum age, (b) you have all the applicable rights and authority to grant EdLoC the rights granted herein; and (c) you have read, understood and agree to be bound by these Terms of

Use. If you are not at least the Minimum Age or you do not agree to all the terms and conditions in these Terms of Use, you may not use the Services.

12. FILTERING

Pursuant to 47 U.S.C. Section 230(d) as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available on websites such as OnGuardOnline.gov. Please note that we do not endorse any of the products or services listed at such site.

13. THIRD-PARTY LINKS

The Site may contain links to third-party websites or other events or activities that are not owned or controlled by EdLoC. EdLoC does not endorse or assume any responsibility for any such third-party sites, information, materials, products or services. If you access a third-party website from the Site, you do so at your own risk, and you understand that these Terms of Use and our Privacy Policy do not apply to your use of such sites. You expressly release EdLoC from any and all liability arising from your use of any third-party website, service or content.

14. INTERNATIONAL USE

The Site is controlled and operated from the United States of America. If you access the Site from a location outside the United States of America, you do so on your own initiative and are responsible for compliance with all applicable laws of your jurisdiction. EdLoC makes no representation that materials on the Site are appropriate or available for use in locations outside the United States, and accessing them from territories where such content is illegal is prohibited. Those who choose to access the Site and/or utilize the Services from other locations do so on their own initiative and are responsible for compliance with local laws. You may not use the Site or our Services if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government.

15. ELECTRONIC COMMUNICATIONS

When you use the Site, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this Site or through our Services, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and

other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

16. TERMINATION

16.1. Termination by You. You may terminate your membership with EdLoC at any time by emailing us at connect@edloc.org. Terminating your membership will not affect the availability of some of Your Content that you posted to the Site prior to termination.

16.2 Termination by EdLoC. EdLoC reserves the right to suspend or terminate your membership and/or access to the Site, at any time and without advance notice, if we believe you have violated our Terms of Use. We also reserve the right to suspend or terminate your membership and/or access to the Site, at any time and for any other reason, without advance notice. If we do so, you do not have a contractual or legal right to continue to use our Site or Services. EdLoC may refuse service to anyone, at any time, for any reason. EdLoC may, but is not obligated to, provide you with an opportunity to provide an explanation as to why your account should not be suspended or terminated. If EdLoC (or you) terminate your account, you may lose any information associated with your account, including Your Content.

16.3 We May Discontinue the Site or Services. EdLoC reserves the right to change, suspend or discontinue any of the Services or the Site at any time, without advance notice, for any reason. We will not be liable to you for the effect that any change to the Site or Services may have on you, including your income or your ability to generate revenue or professional business opportunities through the Site or Services.

16.4 Survival. The Terms will remain in effect even after your access to the Site or Services is terminated, or your use of the Site or Services ends.

17. LIMITATION OF LIABILITY

17.1 Content You Access. Our Site and/or Services allow the sharing of information in many ways, such as through member profiles, group posts, messaging and forums. You may come across material that you find offensive or inappropriate while using our Site and/or our Services. We make no representations concerning any content posted by users through the Site and/or Services. EdLoC is not responsible for the accuracy, copyright compliance, legality, or decency of content posted by users that you accessed through the Site and/or Services. You release us from all liability relating to that content.

17.2 People You Interact With. You can use the Site and/or Services to interact with other individuals online. However, you understand that we have no obligation to screen users of our Site and/or Services, or the content they post or share, and you release us from all liability relating to your interactions with other users.

17.3 Third-Party Services. Our Site may contain links to third-party websites or services that we do not own or control. When you access these third-party services, you do so at your own risk. The third parties may require you to accept their own terms of use. EdLoC is not a party to those agreements; they are solely between you and the third party.

18. DISCLAIMER OF WARRANTIES

EDLOC DOES NOT PROMISE THAT THE SITE OR ANY CONTENT, SERVICE OR FEATURE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE OR OUR SERVICES WILL PROVIDE SPECIFIC RESULTS. THE SITE AND OUR SERVICES ARE DELIVERED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE.

EDLOC CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. EDLOC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EDLOC DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE AND/OR SERVICE. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SERVICE AND ANY LINKED SITES.

LIABILITY LIMITS. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER EDLOC, NOR OUR EMPLOYEES OR DIRECTORS SHALL BE LIABLE TO YOU FOR ANY LOST PROFITS OR REVENUES, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SITE, OUR SERVICES OR THESE TERMS. IN NO EVENT SHALL EDLOC’S AGGREGATE LIABILITY FOR ANY DAMAGES EXCEED THE GREATER OF ONE HUNDRED (\$100) US DOLLARS (USD) OR THE AMOUNT YOU PAID EDLOC IN THE PAST SIX MONTHS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

19. INDEMNIFICATION

You agree to defend and indemnify EdLoC (and its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates) and hold us harmless from any legal claim or demand (including attorneys’ fees) that arises out of or in connection with your actions, your use (or misuse) of our Site or Services, your breach of the Terms, or your account’s infringement of someone else’s rights, including without any limitation any right of privacy or intellectual property rights.

If we request that you defend a legal claim or demand, you will not agree to any settlement without our prior written consent. In addition, EdLoC reserves the right to participate, at our own expense, in the defense of any legal claim or demand with counsel of our own choosing. EdLoC also reserves the right to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims.

20. GOVERNING LAW

You agree that the laws of the State of California, without regard to principles of conflicts of law, will govern these Terms of Use and any dispute of any kind that might arise between you and EdLoC.

21. DISPUTE RESOLUTION; BINDING ARBITRATION

You and EdLoC agree that these Terms of Use affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.

You and EdLoC agree that any dispute concerning, relating or referring to these Terms of Use, Privacy Policy, the Site and/or our Services shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) California law, without regard to the California Arbitration Act, and will take place in Los Angeles County, California. **Any arbitration under the Terms will take place on an individual basis—class arbitration and class actions are not permitted.** Please understand that by agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury.

Delegation. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this agreement, including but not limited to any claim that all or any part of this agreement is void or voidable.

Notwithstanding the foregoing, either party may seek emergency injunctive or other equitable relief before the state or federal courts located in or having jurisdiction over Los Angeles County, California, pending a final decision by the arbitrator. A request for interim measures shall not be deemed a waiver of the right to arbitrate. If for any reason a dispute proceeds in court rather than arbitration, you consent to the exclusive jurisdiction and venue in the courts located in or having jurisdiction over Los Angeles County, California and hereby waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to said jurisdiction and venue.

22. ENTIRE AGREEMENT

Except as otherwise stated herein, these Terms (including, without limitation the policies and licenses cited herein) constitute the entire and exclusive understanding and agreement between EdLoC and you regarding the Site and our Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between EdLoC and you regarding the Site and our Services.

23. SEVERABILITY

If any part of these Terms of Use is held invalid or unenforceable, the remaining portions shall remain in full force and effect.

24. CONTACT US

If you have questions or comments about these Terms of Use, or to request technical assistance, please email us at connect@edloc.org.