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## Co-Impact Philanthropic Funds, Inc.

### Terms of Use

**Last Updated: 26 April 2023**

Welcome to Co-Impact Philanthropic Funds, Inc. ("Co-Impact," "we," "us," and "our"). When you use our website and the services and functionalities that are available via our website (collectively, our "Website") you agree to a set of terms (the "Terms of Use") about your interaction with our website. These terms are different from and in addition to the terms in our [Privacy Policy](#). If you do not want to agree to these Terms of Use and our Privacy Policy, you must not access or use our Website.

#### **Changes to the Terms of Use**

We may update these Terms of Use from time to time. All changes are effective immediately when we post them. Your continued use of the Website following the posting of the revised Terms of Use means that you accept and agree to the changes. You should periodically review our Terms of Use to remain aware of any changes, as they are binding on you.

#### **Website Availability**

We cannot guarantee that our Website will always be available or be uninterrupted. We reserve the right to revise or remove this Website and any service or material we provide on the Website, at our sole discretion and without notice to you.

We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period for whatever reason.

#### **Registered Accounts**

To access the Website or some of the resources it offers, you may be asked to provide personal information or create a unique user ID and password. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take concerning your information consistent with our Privacy Policy.

If you choose or are provided a username, password, or any other identifier as part of our security procedures, you must treat such information as confidential and you must not disclose it to any other person or entity. You acknowledge that your account is personal to you and you agree not to provide any other person with access to this Website or portions of it using your username, password or other security information.

We have the right to disable any username, password, or another identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated these Terms of Use.

### **Intellectual Property Rights**

Intellectual property is a term that refers to the ownership of creative material (for example, text, video, audio, images, name, logo and slogan).

We are the owner or the licensee of all intellectual property rights on our Website and in the content published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You must not use any part of the content on our site for commercial purposes without obtaining a license to do so from us or our licensors. If you would like to discuss licensing arrangements, please contact us at the address at the end of these Terms.

### **Prohibited Uses**

You may use our Website only for lawful purposes and under these Terms of Use.

You agree not to use the Website:

- In any way that violates any applicable law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards described, below, in these Terms of Use.
- To impersonate or attempt to impersonate Co-Impact, a Co-Impact employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Co-Impact or users of the Website, or expose them to liability.
- Reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real-time activities through the Website.
- Use any robot, spider, crawler or another automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Interfere (or attempt to interfere) with the proper working of the Website.

### **Content Standards**

We may offer functionalities that allow you to post comments, interact with other users, upload files or exchange information, opinions, data or ideas on our Website ("Interactive Services"). All content that you post ("User Contribution") must comply with these Content Standards:

Your User Contributions may not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe the intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

When you post User Contributions, you represent and warrant that:

- You own or control all rights in and to the User Contributions (meaning, that it is your original content and does not infringe on the copyright or trademark of another) and have the right to grant the license granted above to us and our licensees, successors, and assigns.
- All of your User Contributions do comply with these Terms of Use.

### **Monitoring and Enforcement; Termination**

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.
- To cooperate with law enforcement and disclose your identity or other information to law enforcement authorities (whether or not in response to an administrative or judicial order). YOU WAIVE AND HOLD HARMLESS CO-IMPACT FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY CO-IMPACT DURING OR AS A RESULT OF INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER CO-IMPACT OR LAW ENFORCEMENT AUTHORITIES.

We do not review material before it is posted on the Website and cannot ensure prompt removal of objectionable material after it has been posted. We assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party.

### **Reliance on Content**

Our Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information, whether provided by us, our partners, third parties, or other users. All information is offered "as-is".

### **Information About You and Your Visits to the Website**

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us concerning your information in compliance with the Privacy Policy.

### **Links from the Website**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We do not control the contents of those sites or resources. We accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so at your own risk and are subject to the terms and conditions of use for such websites.

### **Disclaimer of Warranties**

We cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

WE ARE NOT LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE MAKE NO WARRANTY OR REPRESENTATION CONCERNING THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE.

WE DO NOT REPRESENT NOR WARRANT THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL CO-IMPACT, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**Governing Law and Jurisdiction**

These Terms of Use and any action related to them (whether sounding in tort, contract, or other) will be governed by and construed under the laws of New York without giving effect to any conflict of law provisions.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be brought exclusively in the state or federal court having jurisdiction in New York, New York. You waive all objections to the exercise of jurisdiction over you by such courts and to the venue in such courts.

**Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**Waiver and Severability**

No waiver by Co-Impact of any term or condition outlined in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Co-Impact to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

**Entire Agreement**

These Terms of Use, together with any additional terms, conditions, or policies (such as our Privacy Policy) referenced or available by hyperlink, constitute the entire agreement relating to our Website.

**Contact**

This website is operated by Co-Impact Philanthropic Funds, Inc.

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to [info@co-impact.org](mailto:info@co-impact.org).