

The Mission Terms of Use

Website Terms & Conditions

This Website Terms & Conditions (“T&C”) is a legally binding agreement made by and between The Mission and you, and it governs the Mission website and all the websites associated with The Mission.

The Mission websites are maintained by The Mission, with headquarters at PO Box 360 Portraro, CA, 91963 U.S. telephone (619) 661-9232.

By visiting any of The Mission websites, you agree to be bound by this T&C. If you do not agree to be bound by the T&C, do not access or use The Mission websites or the advocate program. By accessing or using any part of The Mission websites or by registering for or using any The Mission service, including, without limitation, by joining the Advocacy program, you agree that you have read, understand, and agree to this T&C.

Changes to this T&C and the Mission Websites

Changing business practices and circumstances may require that we make changes to this T&C and to The Mission websites. The Mission reserves the right to modify its websites, and/or this T&C at any time. Any changes will be reflected on The Mission websites and revision shall be effective immediately on such posting, and you are deemed to be apprised of and bound by any such modifications. You agree to review this T&C and other posted online policies periodically to be aware of any revisions.

Your edits or changes to either online or offline versions of this T&C will not be effective, regardless of form.

Our goal is to provide all services to visitors to the Mission websites in an accessible, efficient, and friendly manner. If you have comments or questions regarding the T&C, please contact us by email or call the main telephone number. Our info is found here

<https://www.themissioninc.org/contact>

Our Privacy Policy

Our Privacy Policy governs what information we collect from you, how we use that information, and with whom we share that information. It covers our practices related to the communications we make to you and the communications we receive from you. Please see the Privacy Policy for more detail on privacy and communications, including how to opt out of communications or how to correct data we have received from you.

Your Use of The Mission websites

Eligibility

The Mission website may only be used by individuals who can form legally binding contracts under applicable law. No person under the age of 18 may use the Mission website, unless under supervision of a parent or guardian. Notwithstanding the previous sentence, no person under the age of 13 may use these websites. Your use of the websites will be deemed to be a representation that you are 18 years of age or older, or are between the ages of 13-18 years of age and under direct parent/guardian supervision.

Compliance with the T&C and Applicable Law

As an Advocate, you must comply with all of the terms and conditions of this T&C, all rules, regulations, and policies stated on The Mission websites, including our Privacy Policy, and all applicable laws, regulations, and rules.

Authorized Use

As an Advocate, we give you permission to access and use The Mission websites for your personal use for the purposes for which is intended- to copy, distribute, and transmit the content of the websites only to the extent that such copying, distribution, and transmission is automatically done through your browser software. This includes using the websites for your personal use, or as expressly permitted by The Mission (for example, if The Mission provides a method for you to post information to your Facebook page). You may download or electronically copy and print a copy of the information displayed on The Mission websites for your personal use and no rights to those materials are transferred to you by such copying.

Unauthorized Use

The goal of The Mission websites are to raise awareness of and raise funds for The Mission. Use of The Mission websites for any illegal purpose, or any other purpose not described above as an authorized use, is strictly prohibited. Any other use, including but not limited to the reproduction, distribution, display, or transmission of the content of The Mission websites is strictly prohibited, unless authorized in writing. For example, you agree not to take pictures of other people from the website and post them on third-party websites. Also, you may not deep link to portions of The Mission websites, or frame, inline link, or similarly display any part of the websites. You further agree not to change or delete any proprietary notices from materials downloaded from The Mission websites. You may not modify, create derivative works from, reverse engineer, decompile, or disassemble any technology used to provide the websites.

The Mission and The Mission websites strive to build a community of people committed to The Mission's cause. As outlined in our Privacy Policy, the privacy of these community members is important to us. In your use of The Mission websites, you may not: (i) disrupt or interfere with the security or use of the websites; (ii) interfere with or damage The Mission websites, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technology; (iii) impersonate another person or entity, misrepresent your affiliation with a person or entity, including (without limitation) us, or use a false identity; (iv) attempt to obtain unauthorized access to The Mission websites; (v) collect, manually or through an automatic process, information about other users, The Mission, or The Mission websites generally; (vi) submit false or misleading information to us or post material that infringes on a third party's intellectual property; (vii) engage in any activity that interferes with any third party's ability to use or enjoy, or our ability to provide, The Mission websites; (viii) assist any third party in engaging in any activity prohibited by this T&C; or (ix) engage, directly or indirectly, in transmission of "spam," chain letters, junk mail or any other type of unsolicited solicitation (when you invite people to join the Advocate program, you represent that you personally know the invitees).

You agree not to upload, display, perform, transmit, or otherwise distribute any content that (a) is libelous, defamatory, obscene, pornographic, abusive, or threatening; (b) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; or (c) advertises or otherwise solicits funds for anything other than The Mission, or is a solicitation for goods or services.

Third Party Links and Registration

Links

The Mission websites may contain links to other websites. Please note that when you click on one of these links, you are entering another site. These links are provided for your convenience, and you access them at your own risk. We encourage you to read the terms and conditions of these linked websites as their terms and conditions may differ from ours.

Registration via Third Party Tools

When visiting the Advocate program website, you may choose to register on the site via Facebook Connect or Twitter Connect services. By doing this, you are asking Facebook or Twitter to provide us with limited information from your Facebook or Twitter profile. We treat this information the same way that we treat any other information that you may share with us when you visit The Mission site. Please see our Privacy Policy for more details. Be aware that when you use Facebook or Twitter applications to share, distribute, comment upon, or endorse any of our content, that conduct is governed by the respective terms of use of Facebook or Twitter.

When you register or sign in using Facebook or Twitter, you may not use the e-mail address, account, username, or password of someone else at any time. You agree to notify us immediately on any unauthorized use of your account (including your e-mail address), user name, or password. We shall not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge. You may be held liable for any losses incurred by us, our affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of your account or password.

Donations and Refunds

PayPal

We process your payments using PayPal and you agree to be bound by PayPal's terms and conditions. Please read PayPal's terms and conditions and privacy policy for more guidance.

DonorView

We process your payments using Donorview and you agree to be bound by Donorview's terms and conditions. Please read Donorview's terms and conditions and privacy policy for more guidance.

Receipts

When you make a donation to The Mission, we will e-mail you a receipt containing tax-deductible values. You are responsible for keeping copies of these receipts for the purposes of obtaining a tax-deduction.

Refunds

All payments are non-refundable.

Intellectual Property and Content

Intellectual Property Rights

The Mission websites, names, trademarks, logos, designs, text and graphics used on The Mission websites, the selection and arrangement thereof, and all other materials used on these websites, are and shall remain owned or licensed by The Mission. Notwithstanding the foregoing, from time to time, certain third party trademarks, copyrighted materials and other intellectual property not owned by The Mission may appear on these websites, for example, when someone posts a picture to the Advocate program website. When such materials appear, appropriate credits and notices may be displayed. We will retain ownership of our intellectual property rights and you will not obtain any rights therein by virtue of this T&C or otherwise.

When accessing The Mission websites or using The Mission services, you agree to obey the law and to respect the intellectual property rights of others. Your use of the websites is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree to not upload, download, display, perform, transmit, or otherwise distribute any information or content in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights. You shall be solely responsible for any violations of

any relevant laws and for any infringements of third party rights caused by any content you provide or transmit, or that is provided or transmitted using your account. The burden of proving that any content does not violate any laws or third party rights rests solely with you.

By posting, storing, uploading, or transmitting any content on or to the websites, you grant The Mission a perpetual, worldwide, non-exclusive, royalty-free, sublicensable, right and license under all intellectual property or other proprietary rights whatsoever (e.g., copyright, trademark, privacy, and publicity) to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit and sublicense such content in any form, in all media now known or hereinafter created. We have no duty to use your content and may remove it at any time for any reason. You will not be compensated for our use of this content. You agree that we may publish or otherwise disclose your name in connection with your content. By posting content, you warrant and represent that you own the rights to the content or are otherwise authorized to post, distribute, display, perform, transmit, or otherwise distribute the content and grant charity:water the right to do the same. You hereby irrevocably waive any claims based on moral rights and similar theories, if any.

1. All comments, feedback, suggestions, ideas, and other submissions that you disclose, submit, or offer to us in connection with your use of The Mission websites (collectively, "Comments") will become our exclusive property. Such disclosure, submission or offer of any Comments shall constitute an assignment to us of all worldwide right, title, and interest in all patent, copyright, trademark, and all other intellectual property and other rights whatsoever in and to the Comments and a waiver of any claim based on moral rights, unfair competition, breach of implied contract, breach of confidentiality, and any other legal theory relating to submissions. Thus, we will own exclusively all such rights, title, and interest, and shall not be limited in any way in the use, commercial, or otherwise, of any Comments. You should not submit any Comments to us if you do not wish to assign such rights to us. We are and will be under no obligation: (i) to maintain any Comments in confidence; (ii) to pay to you or any third party any compensation for any Comments; or (iii) to respond to any Comments. You are and shall remain solely responsible for the content of any Comments you make.

Copyright Infringement

2. We respect the copyrights of others and expect our users to do the same. We have a policy of terminating users who repeatedly infringe the copyrights of others.
3. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want us to delete, edit, or disable the material in question, you must provide us with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be

infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to our designated agent at:

4. <https://www.themissioninc.org/contact>

Notwithstanding the above, we will not be liable to you for our failure to remove the infringing material of third parties.

Limitation of Liability

The Mission shall not be held liable for any indirect, incidental, special, or consequential damages that result from the use of, or the inability to use, the website or materials on the website, even if The Mission has been advised of the possibility of such damages. Applicable law may not allow The limitation or exclusion of liability, incidental, or consequential damages, so the above limitation or exclusion may not apply. In no event will our maximum, aggregate liability exceed \$100.

Applicable law may not allow limitations of consequential damages on warranties, so the above limitations may not apply to you.

Indemnification

You agree to indemnify, defend, and hold harmless The Mission, its officers, directors, employees, agents, licensors, and suppliers from and against all losses, liabilities, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of the T&C, or any activity related to use of The Mission websites (including negligent or wrongful conduct) by you. If you are obligated to provide indemnification pursuant to this provision, we may, in our sole and absolute discretion, control the disposition of the claim, demand, or action at your sole cost and expense. Without limitation of the foregoing, you may not settle, compromise, or in any other manner dispose of any claim, demand, or action without our express written consent.

Term; Termination; Survival

We may deny you access to all or part of the Mission websites at any time for any reason (including, but not limited to, if you engage in any conduct or activities that we determine, in our sole discretion, violate this T&C, our rights or the rights of any third party) or no reason at all. The provisions relating to Intellectual Property; Disclaimer; Limitation of Liability; Indemnification; Unauthorized Use; Term; Termination; and Miscellaneous, shall in all events survive any termination of this T&C. For purposes of clarity, the survival of the provision on Unauthorized Use means that even if your account is terminated, if you breached the Unauthorized Use provision while using The Mission websites, we have the right to sue you for damages or injunctive relief.

Miscellaneous

Notice

We may deliver notice to you by means of e-mail, a general notice on The Mission websites, or by other reliable method. If you give notice to us, you must use the address listed above.

Entire Agreement; Assignment; Severability

This T&C, including, without limitation, the other policies referenced herein, constitute the entire agreement between you and The Mission with regard to your use of The Mission websites, and supersedes and replaces any and all prior and contemporaneous agreements between you and The Mission with respect to the websites. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. We may assign its rights and duties under this T&C to any party at any time without notice to you. If, for whatever reason, a court of competent jurisdiction finds any term or condition in this T&C to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect.

For More Information

If you have any questions, concerns, or comments about this T&C, please send us a description of your concern at <https://www.themissioninc.org/contact>