



Terms of Use Lorenzo's House

These Terms of Use (the "**Terms of Use**" or "**Terms**") apply to the services and information (collectively, the "**Services**") that Lorenzo's House ("**Lorenzo's House**," "**we**," "**our**," and "**us**") provides to you through our website at <https://www.lorenzohouse.org> (the "**Website**" or "**Site**") (the Services, together with our Website, our "**Platform**"). Our Privacy Policy explains how we treat information you provide to us through the Platform or our various programs, including Personal Information (as defined in the Privacy Policy), and our Terms govern your use of our Platform. Our Terms apply to all visitors to our Website and users of our content (collectively, "**you**").

PLEASE READ THESE TERMS OF USE CAREFULLY. THESE TERMS IMPOSE LEGAL OBLIGATIONS ON YOU AND ON US, AND ESTABLISH OUR LEGAL RELATIONSHIP. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS OUR WEBSITE.

1. Your Agreement.

These Terms govern: (i) your use of the Website; (ii) your provision of information while using the Website ("**Submitted Content**"); and (iii) your use of information obtained through the Website, including information, videos, audio, pictures, content, and other embodiments of intellectual property rights owned by Lorenzo's House or its licensors and made available to you through the Website (collectively, the "**Lorenzo's House Content**"). By accessing or using our Platform, you are acknowledging that you have read, understood, and agree to be legally bound by these Terms.

2. Ownership; Reservation of Rights.

All Lorenzo's House Content is the property of Lorenzo's House and its licensors, and protected by U.S. and international copyright and other intellectual property laws, or are used under the principles of fair use. Lorenzo's House and its licensors retain all rights with respect to the Platform and the Lorenzo's House Content except those expressly granted to you in these Terms. You agree not to duplicate, publish, display, distribute, modify, or create derivative works from the material available through the Platform.

3. Grant of Rights.

3.1. Grant of Rights to Lorenzo's House in Submitted Content.

By providing Submitted Content when interacting with the Website, uploading files, or otherwise (if such features are available to you), and subject to our Privacy Policy, you grant to Lorenzo's House a perpetual right to use, copy, reformat, index, modify, display, and distribute your Submitted Content for the purposes of providing Services to you and for Lorenzo's House's operations, communications, marketing, and other functions. No compensation will be paid with respect to Lorenzo's House's use of your Submitted Content under this grant. You represent and warrant that you own all rights needed to provide the grant set out in this Section 3.1 (Grant of Rights to Lorenzo's House in Submitted Content).

3.2. Grant of Rights to You in Lorenzo's House Content.

Subject to your compliance with these Terms, we grant to you a limited, non-exclusive, non-transferrable, worldwide right to access, execute, perform, and otherwise use the Platform and Lorenzo's House Content solely for your personal purposes, and provided that you shall not: (i) license, sublicense, sell, resell, distribute, or otherwise commercially exploit the Platform or Lorenzo's House Content; (ii) modify or make derivative works based upon the Platform or Lorenzo's House Content; or (iii) reverse engineer, reverse compile, or access the Platform or the Lorenzo's House Content in order to build a competitive product or service. You may access and view the Platform and the Lorenzo's House Content for use solely as provided in these Terms, and you may not modify, copy, distribute, or otherwise use the Platform or the Lorenzo's House Content for any other purpose.

4. Code of Conduct.

AS A CONDITION TO YOUR USE OF THE PLATFORM, YOU AGREE TO FOLLOW OUR CODE OF CONDUCT, SET OUT BELOW. UNDER THIS CODE, YOU WILL NOT:

- Upload, email, or otherwise transmit Submitted Content that is unlawful, obscene, harmful, hateful, invades the



privacy of any third party, contains nudity or pornography, or is otherwise objectionable in our sole discretion.

- Disseminate material that impacts or invades the privacy of others, such as photographs, video clips, sound recordings, Personal Information, or other materials that reveal personal, private, or sensitive information about another person, without that person's consent.
- Submit material that is misleading, false, defamatory, threatening, or harassing.
- Infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy.
- Transmit material that contains viruses or other computer-programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or Personal Information.
- Use the Platform to artificially generate traffic or page links to a Platform or for any other purpose not expressly allowed under these Terms.
- Use the Platform in a manner that could disable, overburden, or impair the Platform or interfere with any other party's use and enjoyment of the Platform, such as through sending "spam" email.
- Test or reverse engineer the Platform in order to find limitations, vulnerabilities, or to evade filtering capabilities.
- Seek to obtain access to any materials or information through "hacking", "data harvesting", or through other means we have not intentionally made available to you through the Platform.
- Use the Platform for any purpose that is unlawful or prohibited by these Terms. For example, you will not use the Platform to violate any law, statute, or regulation.

5. Monitoring; Revocation or Suspension of Use.

We reserve the right at any time to (i) monitor your use of the Platform, and (ii) terminate or suspend your use of some or all portions of the Platform if you engage in activities that we conclude, in our discretion, breach our Code of Conduct or otherwise violate these Terms or our Privacy Policy.

Although we have no – and assume no – obligation to monitor activities on the Platform, please understand that we may employ filters designed to detect and block inappropriate content under our Code of Conduct. We reserve the right to request edits or to remove any information or material, in whole or in part, that we believe, in our sole discretion, is incompatible with our Code of Conduct. IF YOU DO NOT REMOVE OBJECTIONABLE CONTENT IN RESPONSE TO OUR REASONABLE REQUESTS, THEN WE RESERVE THE RIGHT TO TERMINATE YOUR USE OF SOME OR ALL OF THE PLATFORM AND TO REMOVE THE CONTENT AT ISSUE.

Our Code of Conduct is based in many instances on principles of applicable law. Accordingly, users who violate our Code of Conduct may be exposed under these laws to criminal charges, and civil liability to harmed parties for compensatory damages and attorney's fees. Lorenzo's House reserves the right at all times to disclose information that it deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, consistent with our Privacy Policy.

6. Reports and Complaints.

If you believe that a user has acted inappropriately, such as by violating our Code of Conduct, then you may report your concerns by contacting us as set out in Section 20 (Contact Us).

7. Contact for Alleged Copyright Infringement.

Lorenzo's House respects the intellectual property rights of others and requires that its users do the same. If you believe that any Lorenzo's House Content available on the Site or other activity taking place on the Site constitutes infringement of a work protected by copyright, please notify our agent, designated under the Digital Millennium Copyright Act (17 U.S.C. §512) (the "DMCA"), to respond to such concerns as follows:

Attn: Lorenzo's House DMCA Agent
Lorenzo's House
1123 Emerson. St, Evanston, IL 60201



Your notice must comply with the DMCA. Upon receipt of a compliant notice, we will respond and proceed in accordance with the DMCA.

We have implemented a repeat infringer policy to address instances in which a particular user is subject to multiple DMCA notifications (the "**Repeat Infringer Policy**"). If we determine that a user has violated our Repeat Infringer Policy, then we may take in our sole discretion any number of steps including, but not limited to, issuing warnings to the applicable user, suspending or terminating that user's account, and/or any interim measures that we deem appropriate.

8. Publication of Submitted Content.

8.1. Submission of Submitted Content.

If you provide us with Submitted Content for posting on our Website, then we will treat the Submitted Content as non-confidential and non-proprietary to you. By providing Submitted Content for such purposes, and subject to your rights in Personal Information set out in our Privacy Policy, you authorize us to use and allow others to copy, modify, display, distribute, perform, use, and otherwise exploit the Submitted Content in any manner and in any location, channel, or medium, all without compensation to you and for so long as we (or such users) deem warranted (collectively, the "**Use Rights**"). In addition, you authorize us to grant any third party some or all of the Use Rights. Moreover, by providing Submitted Content for any reason, you represent and warrant that: (i) you own the Submitted Content (including any related copyrights or other intellectual property rights) or have sufficient authority and right to provide the content and to grant the Use Rights and to otherwise use the Submitted Content as contemplated; (ii) the Submitted Content will not infringe upon, violate, or otherwise conflict with any third party rights; and (iii) if the Submitted Content depicts a person or persons, then each person depicted has provided you with consent to use the Submitted Content as set forth in these Terms.

Lorenzo's House acts only as a passive conduit for your distribution of your Submitted Content. We take no responsibility and assumes no liability for any Submitted Content that you or a third party posts, sends, or otherwise makes publicly available via the Platform. You shall be solely responsible for your Submitted Content and the consequences of posting, publishing, sharing, or otherwise making it publicly available on our Platform. You understand and agree that you may be exposed to Submitted Content on our Platform that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose. We shall not be liable for any damages you allege to incur as a result of or relating to any Submitted Content.

8.2. Information about Others.

If you provide us with information about another individual or otherwise engage us to provide Services to another individual, you expressly acknowledge and agree that you have sufficient legal authority to act on that individual's behalf.

8.3. Right to Decline Submitted Content.

We expressly reserve the right to refuse to use (or to disable or remove) Submitted Content that we conclude, in our sole discretion, violates these Terms or our Privacy Policy, or is incompatible with the purposes of our Website or operations.

9. Links to Third Party Sites.

The Platform may contain links to third party websites or third party features (collectively, the "**Linked Sites**"). Linked Sites may include websites operated by third parties that we engage to provide certain Services on our behalf. Lorenzo's House does not own these Linked Sites and Lorenzo's House does not assume any responsibility or liability for any content, opinions, material available on Linked Sites, or such Linked Sites' privacy practices with respect to information that you provide to the Linked Sites. Lorenzo's House does not endorse the content of any Linked Site, nor does Lorenzo's House warrant that a Linked Site will be free of computer viruses or other harmful code that can impact your computer or other web-access device. By using the Platform to link to another site (including Linked Sites), you agree and understand that such use is at your own risk.

10. User Conduct; User Disputes.

We have no obligation to become involved in disputes between Site users. If you have a dispute with another Site visitor, then you release Lorenzo's House (and our officers, directors, agents, employees, subsidiaries, and affiliates) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

11. Warranty Disclaimer.



LORENZO'S HOUSE DOES NOT PROMISE THAT THE PLATFORM OR LORENZO'S HOUSE CONTENT WILL BE ERROR-FREE, UNINTERRUPTED, OR WITHOUT INACCURACIES. THE PLATFORM AND THE LORENZO'S HOUSE CONTENT ARE DELIVERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WHEN YOU ACCESS OR USE THE PLATFORM OR THE LORENZO'S HOUSE CONTENT YOU DO SO AT YOUR OWN RISK. LORENZO'S HOUSE DOES NOT WARRANT OR REPRESENT THAT MATERIALS YOU DOWNLOAD FROM THE PLATFORM WILL BE FREE OF VIRUSES OR OTHER HARMFUL FEATURES.

LORENZO'S HOUSE EXPRESSLY DISCLAIMS: (i) ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (ii) ANY RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, COMPLETENESS, OR LEGALITY OF INFORMATION AVAILABLE THROUGH THE PLATFORM; AND (iii) ANY RESPONSIBILITY OR LIABILITY FOR HARM RESULTING FROM DOWNLOADING OR ACCESSING INFORMATION THROUGH THE WEBSITE, INCLUDING HARM CAUSED BY INACCURATE INFORMATION OR BY VIRUSES OR SIMILAR DESTRUCTIVE FEATURES. YOU EXPRESSLY AGREE THAT YOUR ACCESS TO OR USE OF THE PLATFORM AND LORENZO'S HOUSE CONTENT IS AT YOUR SOLE RISK.

12. Limitation of Liability.

UNDER NO CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT, OR NEGLIGENCE, SHALL LORENZO'S HOUSE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR ARE RELATED TO YOUR USE OF THE PLATFORM OR THE LORENZO'S HOUSE CONTENT. IN NO EVENT SHALL OUR AGGREGATE LIABILITY TO YOU FOR ANY LOSS, DAMAGE, OR CLAIM RELATED TO OR ARISING OUT OF THE SITE, LORENZO'S HOUSE CONTENT, OR SERVICES EXCEED U.S. \$1,000.00. You agree that in the event that you have any right, claim, or action against any third party arising out of such party's use of the PLATFORM, then you will pursue such right, claim, or action independently of and without recourse to us.

13. Indemnity.

You agree to defend, indemnify, and hold Lorenzo's House and its subsidiaries, affiliates, officers, directors, agents, and employees harmless from any liability to third parties, including reasonable attorneys' fees, arising from or related to your breach of these Terms or the Privacy Policy.

14. Modifications to these Terms.

We may modify and change these Terms over time. We will not "retroactively" change these Terms, and any modifications we make shall take effect proactively, once you next access the Platform. Please feel free to print out a copy of these Terms for your records.

15. Assignment.

These Terms shall not be assignable by you, either in whole or in part. Lorenzo's House reserves the right to assign its rights and obligations under these Terms.

16. General.

These Terms shall be governed in all respects by the laws of the State of Illinois without giving effect to its conflicts of law provisions. Both parties submit to the personal jurisdiction of and venue in the state and federal courts located in the judicial district that includes Chicago, Illinois. The parties further agree that any cause of action arising under these Terms or our Privacy Policy shall exclusively be brought in such courts. If any provision of these Terms is held to be invalid or unenforceable, then such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. Lorenzo's House's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. Subject to Section 19 (Relationship to Privacy Policy and Other Contracts), this agreement and the terms and conditions contained herein set forth the entire understanding and agreement between Lorenzo's House and you with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral.

17. Additional Terms.

Certain portions of the Platform offered through it may be subject to additional or different terms and conditions. We will notify you if the Service or portion of the Site is subject to terms and conditions that differ from these Terms, and you will have the opportunity to decline to participate in such Service or Site if you do not agree with the differing terms and conditions.



18. Survival.

In addition to any right or obligation that by its nature or intent is intended to survive the termination or expiration of these Terms, the following Sections shall survive the termination of these Terms and shall apply indefinitely: (i) Section 2 (Ownership; Reservation of Rights); (ii) Section 11 (Warranty Disclaimer); (iii) Section 12 (Limitation of Liability); (iv) Section 13 (Indemnity); (v) Section 15 (Assignment); and (vi) Section 16 (General).

19. Relationship to Privacy Policy and Other Contracts.

These Terms must be read in conjunction (i) with other agreements into which you may enter concerning the Platform (if any), (ii) with our Privacy Policy, and (iii) with our Authorization and Consent (as this term is defined in our Privacy Policy). The provisions of our Privacy Policy and our Authorization and Consent are incorporated herein. To the extent these Terms conflict with the terms of our Privacy Policy or our Authorization and Consent, then (a) the terms of our Authorization and Consent shall control over our Privacy Policy and these Terms, and (b) the terms of our Privacy Policy shall control over these Terms.

20. Contact Us.

If you have any questions about these Terms, or your dealings with our Platform, please contact us using the methods available on our Site, or at: info@lorenzoshouse.org

21. Effective Date.

The effective date of these Terms of Use is [September 17, 2021.]

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