

**Ashoka's Terms of Service**  
**Effective: May 25, 2018**

**ACCEPTANCE OF TERMS**

The terms of service set forth below (the "Terms of Service") constitute a legal agreement between you, the user, and Ashoka, as the provider of the Ashoka websites ("Ashoka" or "we"). Please note that Changemakerxchange is a program of Ashoka. Terms of Service governs your access to and use of this Ashoka website and all services offered on the site (collectively, the "Site"). In addition, when using particular portions of the Site, you will be subject to guidelines, rules and additional terms provided by Ashoka in connection with such portions of the Site, and all such guidelines, rules and terms are hereby incorporated by reference into the Terms of Service. PLEASE READ THE TERMS OF SERVICE CAREFULLY. EXCEPT AS OTHERWISE REQUIRED BY LOCAL LAW, YOUR ACCESS TO OR USE OF THE SITE CONSTITUTES YOUR ACCEPTANCE OF ALL THE PROVISIONS OF THE TERMS OF SERVICE. IF YOU ARE UNWILLING TO BE BOUND BY THE TERMS OF SERVICE, DO NOT ACCESS OR USE THE SITE.

You should print or save a local copy of the Terms for your records.

The official language of the Terms of Service shall be in the English language except as required by local law. Any translations of the Terms of Service shall be for reference purposes only. The terms of the Terms of Service in the English language shall prevail over any terms of any translations hereof in the event any dispute arises regarding any conflicting terms.

Ashoka may modify the Terms of Service from time to time. Modifications will be posted on the Site via a link from the home page. Registered users will receive e-mail notifications with information about modifications. Except as otherwise required by local law, your continued use of the Site after any modifications indicates your acceptance of the modified Terms of Service. Unless expressly stated otherwise by Ashoka, any new features, new services, enhancements or modifications to the Site implemented after your initial access to the Site will be subject to the Terms of Service.

**THESE TERMS OF SERVICE INCLUDE A RELEASE BY YOU OF ALL CLAIMS FOR DAMAGES AGAINST US THAT MAY ARISE OUT OF YOUR USE OF THE SITE TO THE EXTENT ALLOWABLE UNDER LOCAL LAW. BY USING THE SITE, YOU ARE AGREEING TO THIS RELEASE EXCEPT AS OTHERWISE REQUIRED BY LOCAL LAW.**

**ACCOUNT REGISTRATIONS**

In consideration for your registration with the Site, you agree to: (a) provide accurate and complete information about yourself (and others, as applicable) as requested (the "Registration Data"); (b) maintain and promptly update the Registration Data to keep it accurate and complete (c) not create an account for anyone other than yourself without permission; (d) not transfer your account to anyone without first obtaining written permission from Ashoka; and (d) not create more than one user account. If Ashoka suspects that your Registration Data is inaccurate or incomplete, Ashoka may suspend or terminate your account. If you select a username for your account Ashoka reserves the right, to the extent allowable under local law, to remove or reclaim it if we believe appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name). If Ashoka disables your account, you may not be able to create another one without our permission.

## **USERNAMES AND PASSWORDS**

You will receive a username and password upon completing the Site's account registration process. You will choose your username, based on some parameters, and a password will be provided to you, which you can then change. You are responsible for maintaining the confidentiality of the password and are fully responsible for all activities that occur under your username and password. Any username and password for your access to the Site will be for your personal use only. You agree to (a) immediately notify Ashoka of any unauthorized use of your username or password and (b) ensure that you log out of your account at the end of each session.

## **PRIVACY AND SECURITY**

Personally identifiable information we collect from you in connection with the Site ("Personal Data") is subject to our Privacy Policy, which can be found at the following link: <https://www.ashoka.org/privacy> and is part of these Terms of Service. Please read the Privacy Policy before using the Site. Except as otherwise required by local law, your access to or use of the Site constitutes your acceptance of all the terms of the Privacy Policy, including the transfer of Personal Data outside the EEA as described therein.

While the Site has security measures in place intended to protect against the loss, misuse and or alteration of the information under our control, we are not able to assure you that these measures will be successful. The Site itself is not designed to protect confidential or sensitive information. Accordingly, you should not use the Site to process such information. Electronic mail is not necessarily secure and you are cautioned that any messages you send to us by email will not be transmitted within the Site or under our control. Please do not send sensitive or confidential information to us by email.

## **OWNERSHIP OF THE SITE**

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## **USE OF THE SITE**

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You assume total responsibility and risk for your use of the Site. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all information you access or obtain through the Site. Ashoka does not control all material posted by third parties via the Service, and does not guarantee the accuracy, integrity or quality of such Content (even if Ashoka has reviewed it). You understand that by using the Site you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Ashoka be liable in any way for any Content including any errors or omissions in any Content or any loss or damage of any kind incurred as a result of your use of any Content. You hereby agree to release Ashoka from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any such disputes or use of the Site, except as otherwise

provided by local law. YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME ALL RISK ASSOCIATED WITH THE USE OF ANY AND ALL OF THE CONTENTS EXCEPT AS OTHERWISE PROVIDED BY LOCAL LAW. You are responsible for complying with all laws applicable to the User Provided Content you submit via the Site.

THE CONTENT, INCLUDING USER PROVIDED CONTENT, MAY NOT BE APPROPRIATE OR SATISFACTORY FOR YOUR USE, AND YOU SHOULD VERIFY ALL INFORMATION BEFORE RELYING ON IT. ANY DECISIONS MADE BASED ON THE CONTENT, INCLUDING INFORMATION RECEIVED THROUGH YOUR USE OF THE SITE, ARE YOUR SOLE RESPONSIBILITY.

You agree that you will not use the Site to do any of the following:

- upload, post, transmit or otherwise make available:
  - any Content that you know or have reason to know infringes, misappropriates or otherwise violates any patent, trademark, trade secret, copyright or other contractual or proprietary right of any party;
  - any Content that is unlawful, threatening, abusive, harmful to minors (including any form of child pornography or indecent depictions of children), harassing, intimidating, tortuous, defamatory, vulgar, obscene, libelous, defamatory, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable;
  - any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements, any private information of any third party, Content you did not create or Content that you did not have permission to post);
  - any unsolicited communications or advertising not authorized by Ashoka, promotional materials or any other form of solicitation for any type of information; or
  - any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- obtain any information or Content from the Site using any robot, spider, scraper or other automated means for any purpose;
- take any action that imposes or may impose, as determined in our sole discretion, an unreasonable or disproportionately large load on our IT infrastructure;
- intentionally or unintentionally violate any applicable local, state, national or international law;
- upload any Content other than those of a personal nature;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity; or
- collect or store personal data, including email addresses or data about other users in connection with the prohibited activities described in this paragraph;
- attempt to gain unauthorized access to, or circumvent or attempt to circumvent any security or access control technology implemented in, the Site or the servers and network associated with the Site;
- use the Site or any email in any Ashoka domain to deliver unsolicited bulk email; or
- publicize or offer any contest, giveaway, or sweepstakes ("promotion") on Ashoka without following all applicable laws.

You agree that Ashoka may or may not pre-screen Content, but that Ashoka has the right, but not the obligation, in its sole discretion, to pre-screen, refuse, remove or move any Content that is available via

the Site. Without limiting the foregoing, Ashoka will have the right to remove any Content that violates the Terms of Service or is otherwise objectionable, in each case as determined by Ashoka in its sole discretion. You agree that you must evaluate and bear all risks associated with the use of any Content, including any reliance on the content, integrity and accuracy of such Content.

By posting Content to the Site, you authorize and direct us to make such copies thereof as we deem necessary in order to facilitate the posting and storage of the Content on the Site.

The Site and the Content may include security components that permit digital materials to be protected and you agree that use of these materials is subject to usage rules set by Ashoka or the providers of the Content. You will not attempt to override or circumvent any of the usage rules embedded in such security components.

The Site may contain, or third parties may provide via the Site, links to third party websites or resources. Ashoka has no control over such sites and resources, and you agree that Ashoka is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products, services or other materials on or available from such sites or resources. Upon notification to [websupport@ashoka.org](mailto:websupport@ashoka.org), Ashoka will review and, when appropriate, remove any third-party links that do not comply with these Terms of Service.

Ashoka may modify, discontinue or suspend any portion of the Site, temporarily or permanently at any time. Ashoka will not be liable to you or to any third party for any modification, discontinuance or suspension of the Site.

#### **INDEMNITY**

Except as otherwise required by local law, you agree to defend, indemnify and hold harmless Ashoka, its partners, affiliates, consultants, suppliers, providers, officers, directors, employees and agents, from and against any and all claims, actions, demands, damages, obligations, losses, liabilities, costs, debt and expenses (including attorney's fees) arising from: (a) your use of or access to the Site, including any Content you store, reproduce, display, distribute or otherwise make available via the Site; (b) your violation of any term of the Terms of Service and related policies; (c) your violation of any third party right, including any copyright, property, or privacy right; or (d) any claim that Content you submitted caused damage to a third party. The foregoing defense and indemnification obligation will survive the Terms of Service and your use of the Site to the extent allowable under local law. Ashoka will provide notice to you of any such claim, action or demand and may, in Ashoka's sole discretion, assist you, at your expense, in the defense or settlement of such claim, action or demand.

#### **CONTENT LICENSE**

By consenting to these Terms of Service, you grant to Ashoka a nonexclusive, perpetual, irrevocable, fully-paid-up, royalty-free license to use, translate, reproduce, modify, publish, publicly distribute, import, publicly display, publicly perform, digitally perform, create derivative works of and otherwise exploit any Content you submit (other than personal data) via the Site (including any copyrights, trademarks or other intellectual property contained therein), and the right to sublicense the foregoing rights (through multiple tiers) to third parties.

#### **NOTICE FOR CLAIMS OF COPYRIGHT VIOLATIONS AND AGENT FOR NOTICE**

If you are a copyright owner and have a good faith belief that any Content available through the Site

infringes upon your copyrights, you may submit a copyright infringement notification to Ashoka pursuant to the Digital Millennium Copyright Act by providing Ashoka with the following information in writing:

- an electronic or physical signature of the copyright owner or the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Site, with enough detail that we may find it on the Site;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Please consult your legal counsel for further details or see 17 U.S.C. §512(c)(3). Ashoka's Agent for Notice of claims of copyright infringement can be reached as follows:

- By mail: Ashoka, c/o Legal Department, 1700 North Moore Street, Suite 2000, Arlington, VA 22209, USA
- By email: [websupport@ashoka.org](mailto:websupport@ashoka.org)
- By fax: +1 (703) 527-8383

#### **MOBILE USE**

Some features of the Site may allow you to direct messaging, and other communications to a mobile device. If you utilize these features, please be aware that your carrier's normal rates and fees, such as text messaging fees, will apply and that you will be responsible for those charges. In the event you change or deactivate your mobile telephone number and are using features of the Site designed to contact you on your mobile telephone number, you agree to, update your account information on the Site within 48 hours to ensure that your messages are not sent to the person who acquires your old number.

#### **LINKS**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our site in any website that is not owned by you. We reserve the right to withdraw linking permission without notice.

#### **TERMINATION**

You acknowledge that Ashoka has the right, but not the obligation, to suspend or terminate your access to all or part of the Site and remove any Content you submit to the Site without prior notice (a) at the request of law enforcement or other government agencies, (b) if the Site is discontinued or materially modified, (c) upon the occurrence of any technical or security issues or problems, (d) if you engage in any conduct that Ashoka believes in its sole discretion violates any provision of the Terms of Service or other incorporated agreements or guidelines or violates the rights of Ashoka or third parties, including, in appropriate circumstances, repeat copyright infringements or (e) upon any breach by you of the

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#### **CONTENT AND WARRANTY DISCLAIMER**

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Ashoka will not make any grant if it finds that to do so would be unlawful. This may prohibit awards in certain countries and/or to certain individuals or entities. All recipients will comply with anti-money laundering laws to the extent they are applicable to such recipients. No recipient will take any action that would cause Ashoka to violate any laws.

#### **ABILITY TO ACCEPT TERMS OF SERVICE**

In order to use the Site, you affirm that you are at least 18 years of age.

#### **ARBITRATION AND DISPUTE RESOLUTION**

Unless otherwise agreed by you and Ashoka in writing or required by local law, you and Ashoka will resolve all disputes arising from or related to the Site, the Privacy Policy and the Terms of Service through binding arbitration administered by the American Arbitration Association or the Judicial Arbitration and Mediation Services (as determined by Ashoka) in accordance with their applicable rules. Except as otherwise required by local law, any arbitral award may be submitted to, and you and Ashoka hereby consent to the jurisdiction of, the state and federal courts in the Commonwealth of Virginia. Any claims that for any reason are not submitted to arbitration as specified above will be submitted to the state and federal courts in the Commonwealth of Virginia, and you and Ashoka agree to the exclusive jurisdiction of such courts with respect to such claims except as otherwise required by local law. Notwithstanding the foregoing, nothing in this paragraph prohibits you or Ashoka from seeking equitable or injunctive relief in any court of competent jurisdiction at any time and no disputes arising from or related to Ashoka's intellectual property rights in the Site (as described in the section titled "Ownership of the Site") will be subject to the arbitration procedures described above unless otherwise agreed by Ashoka in writing or required by local law.

The European Commission has made available to residents of the European Union a platform for online dispute resolution that can be found at the following address: <https://ec.europa.eu/consumers/odr>. Ashoka does not participate in dispute resolution facilitated through this platform but may be contacted in writing at the address listed below.

#### **USER DISPUTES**

You are solely responsible for your interactions with other Site users. We reserve the right, but have no obligation, to monitor disputes between you and other users except as otherwise required by local law. Notwithstanding the foregoing, Ashoka will not be liable for any claims, damages or other losses arising out of any disputes between users.

#### **SPECIAL PROVISIONS APPLICABLE TO USERS OUTSIDE THE UNITED STATES**

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users outside the United States:

- You acknowledge that your Personal Data will be processed in accordance with our Privacy Policy. [LINK]
- If you are located in a country embargoed by the United States or are on the U.S. Treasury Department's list of Specially Designated Nationals, you will not engage in commercial activities on the Site.

### **RESTRICTED RIGHTS & EXPORT CONTROLS**

Any software or documentation that may be available on the Site are “commercial items” as defined in FAR 2.101. Therefore, in accordance with FAR 12.211 (Technical data) and FAR 12.212 (Computer software) and, for U.S. Department of Defense Customers, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in commercial computer software or computer software documentation), all U.S. government end users acquire the software and documentation with only those rights set forth herein.

You acknowledge and agree to comply with all U.S. laws, regulations, and requirements applicable to the export of U.S. origin products and technology.

### **GENERAL**

The Terms of Service will be governed by and construed in accordance with the laws of the Commonwealth of Virginia as applied to contracts entered into by residents thereof and performed entirely within the State. If any provision or portion thereof of the Terms of Service is found to be contrary to law, the interpretation of such provision or portion thereof will be modified solely as necessary to comply with law and such provision will be construed, as nearly as possible while complying with law, to reflect the provision as drafted, and all other provisions will remain in full force and effect. If any court of law, having jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms, and the remaining provisions of the Terms will continue to be valid and enforceable. The terms “includes,” “include,” “including” means “including without limitation” as used herein. Ashoka’s failure to exercise or enforce any right or provision of the Terms of Service will not constitute a waiver of such right or provision unless acknowledged and agreed to by Ashoka in writing. These terms and conditions constitute the entire agreement between you and Ashoka with respect to the subject matter herein and supersede any and all prior or contemporaneous oral or written agreements. You may not assign the Terms of Service to any other party and any attempt to do so is void. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or the Terms of Service must be filed within one year after such claim or cause of action arose or will be forever barred. The Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned or transferred by Ashoka without restriction.

### **VIOLATIONS**

Please report any violations of the Terms of Service to [websupport@ashoka.org](mailto:websupport@ashoka.org).

### **CONTACT US**

If you have any questions, comments, or concerns about these Terms of Service and/or the Site, please send an email to [websupport@ashoka.org](mailto:websupport@ashoka.org). Privacy related communications can be sent directly to [privacy@ashoka.org](mailto:privacy@ashoka.org). Please note that communications made through the Site’s email and messaging systems will not be deemed to constitute legal notice to Ashoka or any of its officers, employees, agents, or representatives in any situation where notice to Ashoka is required by contract or any law or regulation.

Ashoka: Innovators for the Public  
c/o Global Web Team  
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For users in the EU, you can also contact an EU office at the addresses below:

**Ashoka Austria (CEE)**

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**Ashoka Belgium**

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Belgium

**Ashoka France**

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France

**Ashoka Germany**

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according to § 5 German Telemedia Act as well as  
§ 55 para. 1 German Broadcasting Treaty:  
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**Ashoka Switzerland**

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Switzerland

**Ashoka United Kingdom**

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