Immigrant Powered
Terms of Use

Effective Date: October 15, 2018

Immigrant Powered (“Immigrant Powered” “we” or “us”) operates and maintains the Immigrant Powered website (www.immigrantpowered.org, as further defined below, the “Site”). These Terms of Use (the “Terms”) govern your access to and use of the Site, its content, and related services, including participation in the Immigrant Powered project, as further defined below, the “Project”). Please read the entirety of these Terms carefully because they constitute a legal agreement between Immigrant Powered and you.

THESE TERMS CONTAIN PROVISIONS THAT LIMIT OUR LIABILITY TO YOU AND REQUIRE YOU TO RESOLVE ANY DISPUTE WITH US ON AN INDIVIDUAL BASIS AND NOT AS PART OF ANY CLASS OR REPRESENTATIVE ACTION.

BY ACCESSING AND USING THE SITE, YOU AFFIRM THAT:
● YOU HAVE READ AND UNDERSTAND THESE TERMS;
● YOU WILL COMPLY WITH THESE TERMS; AND
● YOU ARE AT LEAST THE AGE OF LEGAL MAJORITY IN YOUR PLACE OF RESIDENCE AND OTHERWISE LEGALLY COMPETENT TO ENTER INTO CONTRACTS.

IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE DO NOT USE THE SITE.

1. General. These Terms govern your use of the website (www.immigrantpowered.org), which is provided by Immigrant Powered (such website, including without limitation, use of all services, content, data, images, information, and other material posted on or available through this website, the “Site”). These Terms also govern your participation in the Immigrant Powered project, which includes your registration and association with Immigrant Powered and/or display of an Immigrant Powered sticker or other similarly branded merchandise (the “Project”).

2. Not a political organization. Immigrant Powered is a nonpartisan grassroots organization dedicated to highlighting the positive economic impact of immigrants in our communities. Immigrant Powered is not a political organization, nor is it funded by political parties, super PACs, or other politically-driven organizations.

3. Immigrant Powered Project. Immigrant Powered invites businesses to register with Immigrant Powered to receive an Immigrant Powered sticker or other similarly branded merchandise. The Project Community Guidelines are available at www.immigrantpowered.org/community-guidelines. Each individual or business who participates in the Project must read and comply
with the Community Guidelines. Immigrant Powered may, at its own discretion and without notice, suspend or terminate any individual or businesses’ participation in the Project.

4. Donations. We may accept donations on the Site. By making a donation on the Site, you agree to the following:

- You represent and warrant that: (i) you are at least 18 years of age; (ii) all information you provide to us (including credit card or bank account information) is your own information and is truthful and accurate; and (iii) your donation to us is legal in your jurisdiction.

- You are solely responsible for any and all tax implications or fees associated with your donation and for maintaining copies of documentation for your own tax and financial records.

When you make a donation, the transaction is final and not disputable unless you prove unauthorized use of your payment card or other payment method. If you become aware of fraudulent use of your information, or if your information is lost or stolen, you must notify your card or other provider in accordance with its reporting rules.

5. Use of the Site. Immigrant Powered hereby grants you a limited, non-exclusive, non-transferable right to access and use the Site solely for your personal, non-commercial use. We and our licensors exclusively own all rights, title and interests (including all intellectual property rights) in and to the Site and all components thereof (including trademarks, trade names, and logos). Except for the limited right to access and use the Site as provided above, we reserve all other rights.

As a condition of your use of this Site, you warrant to Immigrant Powered that you will not use the Site for any purpose that is unlawful or prohibited by these Terms or any applicable law. You may not:

- Reverse engineer, deconstruct, disassemble, or decompile any software or technology underlying the Site or provided through the Site;
- Distribute, modify, reproduce, or use, in whole or in part, any content of the Site without the prior written consent of Immigrant Powered;
- Remove, conceal, alter, or otherwise tamper with any copyright, author/source attribution, trademark, or other legal notices that appear on the Site or in any Site content;
- Interfere in any way with the operation of the Site or any server, network, or system associated with the Site, including without limitation: hacking, mail-bombing, flooding, overloading, or making “denial of service” attacks; probing, scanning, or testing the vulnerability of the Site or any server, network, or system associated with the Site; breaching or circumventing firewall, encryption, security, or authentication routines, or accessing data or information not intended for you;
- Use any automated program, tool or process (including, without limitation, web crawlers, robots, bots, spiders, and automated scripts)
to access the Site or any sever, network or system associated with the Site, or to extract, collect, harvest, or gather content from the Site; or

- Frame or otherwise create a browser or border environment around any page or content of the Site.

6. Termination. You may stop using the Site or participating in the Project at any time. You agree that Immigrant Powered may immediately terminate your use of the Site or participation in the Project for any reason, including, without limitation: (i) if we, in our sole discretion, determine that you are or have been in violation of these Terms or our Community Guidelines; (ii) if we, in our sole discretion, determine that you have created risk or possible legal exposure to Immigrant Powered; (iii) in response to requests by law enforcement or other government agencies; (iv) upon discontinuance of material modification of the Site or the Project; or (v) due to unexpected technical issues or problems. We may also stop providing the Site or Project, or create limits on use of the Site or participation in the Project (in each case, whether specifically to you or generally). Termination will not limit any of our other rights or remedies. Any provision that must survive in order to give proper effect to the intent and purpose of these Terms shall survive termination.

7. Warranty Disclaimer. THIS SITE AND THE PROJECT, INCLUDING ANY CONTENT OR INFORMATION CONTAINED OR AVAILABLE THEREIN, OR ANY SITE- OR PROJECT-RELATED SERVICE, IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMISSIBLE UNDER THE LAW, IMMIGRANT POWERED EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND GUARANTEES OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES, AND NON-INFRINGEMENT.

Without limiting the foregoing disclaimer, you understand that Immigrant Powered makes no warranty and expressly disclaims all warranties (i) with respect to the accuracy, completeness, currency, or reliability of the Site, its content, and/or the Project; (ii) that the Site and/or the Project will meet your requirements and expectations; (iii) that operation of the Site and/or Project will be uninterrupted, virus-free, or error free; or (iv) that any errors in the Site and/or Project can or will be corrected. No advice or information obtained through the Site or Project, whether oral or written, will create any warranty not expressly made herein. You expressly acknowledge and agree that use of the Site and participation in the Project is at your sole risk and that the entire risk as to satisfactory, quality, performance, accuracy, and effort is with you.

8. Privacy Policy. Information that you provide to us or that we collect about you is governed by our Privacy Policy. Please review our Privacy Policy carefully before using the Site, participating in the Project, or otherwise providing us with your information.
9. **Your Content.** Subject to our [Privacy Policy](#), any communications or material of any kind that you email, post, or transmit through the Site or Project, including questions, comments, suggestions, and other data and information ("Your Content") will be treated as non-confidential and non-proprietary. You grant Immigrant Powered a non-exclusive, royalty-free, perpetual, worldwide, irrevocable license to reproduce, transmit, display, disclose, and otherwise use Your Content on the Site or elsewhere for our business purposes. We are free to use any ideas, concepts, techniques, or know-how in Your Content for any purpose permitted by law.

10. **Governing Law; Waiver of Right to Pursue Class Action Claims; Limitation on Time to Bring an Action.** These Terms shall be governed by, and construed in accordance with, the substantive laws of the State of Florida, without regard to the choice of law provisions of any jurisdiction. YOU AGREE TO ONLY RESOLVE DISPUTES WITH US ON AN INDIVIDUAL BASIS, AND WAIVE ANY RIGHT TO PURSUE ANY CLAIMS ON A CLASS OR CONSOLIDATED BASIS, OR IN A REPRESENTATIVE CAPACITY. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Site or participation in the Project brought by you must be filed within one (1) year after such claim or cause of action arose or such claim or cause of action will be forever barred.

11. **Limitation of Liability.** Your use of the Site and participation in the Project is at your own risk. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, WE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, OR SIMILAR DAMAGE) ARISING OUT OF OR RELATING IN ANYWAY TO THE SITE, SITE-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE SITE, ANY HYPERLINKED WEBSITE, AND/OR PARTICIPATION IN THE PROJECT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SITE-RELATED SERVICES, SITE CONTENT OR INFORMATION, HYPERLINKED WEBSITES, AND/OR THE PROJECT IS TO STOP USING THE SITE AND/OR THOSE SERVICES AND/OR STOP PARTICIPATING IN THE PROJECT. Applicable law may not allow for the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

You acknowledge and agree that the above limitations of liability, together with the other provisions in these Terms that limit liability, are essential terms and that Immigrant Powered would not be willing to grant you the rights set forth in these Terms but for your agreement to the above limitations of liability.
IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

12. **Note to International Users.** This Site and the Project are controlled by Immigrant Powered, which is located in the State of Florida, United States of America. Immigrant Powered makes no representation that the content, information, and other materials available on the Site or through the Project are appropriate or available for use in locations outside of the United States. Accessing the Site or participating in the Project from territories where such content, information or other materials are illegal is prohibited. Those who choose to access this Site or participate in the Project from locations outside of the United States do so on their own initiative and are responsible for compliance with local laws.

13. **Linked Services.** We do not control and are not responsible for websites and services provided by third parties, even if linked to or accessed through the Site or Project (each, a “Linked Service”). The inclusion of a link does not imply endorsement by Immigrant Powered of the Linked Service or any association with the operators of the Linked Service. Immigrant Powered provides links to Linked Services for your convenience only, and Immigrant Powered does not investigate, verify, or monitor Linked Services. You access Linked Services at your own risk and subject to the terms and conditions of use, privacy policies, and other legal provisions applicable to the Linked Services.

14. **Copies of these Terms; Updates.** You may print a copy of these Terms. We suggest retaining a copy of these Terms for your future reference. Please be aware that we may revise these Terms at any time, and by your continued use of the Site and/or participation in the Project, you agree to be bound by future revisions. It is your responsibility to periodically review these Terms to review the most current version. We will endeavor to notify you in advance (for example, by email and/or by placing a prominent notice on the Site) if any changes to the Terms will materially affect your rights.

15. **General Legal Terms.** These Terms contain the entire understanding by and between Immigrant Powered and you with respect to the matters contained herein. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Waivers are effective only if in writing and signed by us.

Except as described in Section 14, these Terms may not be amended unless in writing and signed by you and us. If any provision of these Terms is or becomes unenforceable or invalid, the remaining provisions will continue
with the same effect as if such unenforceable or invalid provision had not been used.

Nothing contained in these Terms will be deemed to constitute Immigrant Powered or you as the agent or representative of the other or as joint venturers or partners.

These Terms inure to the benefit of and will be binding upon our and your permitted successors and assigns. You must not transfer any of your rights or obligations under these Terms to anyone else without our prior written consent. All of our rights and obligations under these Terms are assignable.

A printed version of these Terms and of any related notice given in electronic form shall be admissible in arbitral, judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

You agree that we may send you notice via email to the email address you have provided, and we are not responsible for your failure to receive notice if email is quarantined by your email security system (e.g., “junk” or “spam” folder) or if you fail to update your email address. You also agree that we may send you notice through the Site.

Headings and captions are for convenience only.