

THENCBLA.ORG and OURWHITEHOUSE.ORG Terms of Service

October 18, 2022

These Terms of Service (“**Terms**”) constitute a legally binding agreement between you and The National Children’s Book and Literacy Alliance, Inc. (“**NCBLA**”, “**we**”, “**us**”, or “**our**”), provider of THENCBLA.ORG and OURWHITEHOUSE.ORG websites (“**Websites**”).

IMPORTANT NOTICE: BY USING THE SERVICES (defined below), YOU:

- I. AGREE TO BE BOUND BY:
 - a. THESE TERMS, INCLUDING THE ASSUMPTION OF RISK, DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY, INDEMNITY, AND WAIVER OF JURY TRIAL PROVISIONS, and
 - b. OUR PRIVACY POLICY, available at Thencbla.org and Ourwhitehouse.org
- II. EXPRESSLY CONSENT TO OUR DATA SHARING POLICIES OUTLINED IN THE PRIVACY POLICY.
- III. REPRESENT AND WARRANT THAT YOU ARE AGE 16 OR ABOVE, OR HAVE PERMISSION FROM YOUR PARENT OR GUARDIAN, OR YOU ARE AT LEAST THE LEGAL AGE OF MAJORITY IN YOUR STATE, PROVINCE OF RESIDENCE, OR COUNTRY AND HAVE THE RIGHTS AND AUTHORITY TO ENTER THIS AGREEMENT AND GRANT NCBLA THE RIGHTS GRANTED HEREIN.

IF YOU DO NOT UNDERSTAND THESE TERMS OR AGREE TO BE BOUND BY THE ABOVE, DO NOT USE THE SERVICES.

1. Agreement

This Agreement governs your use and access to the NCBLA services, including without limitation the websites, source code, scripts, interfaces, graphics, displays, text, documentation and other components and information downloaded or available through the Services, and any updates to and portions of the foregoing (collectively, the “**Services**”) and all content, including without limitation all books, text, graphics, images, databases, communications and other materials available through the Services whether provided by NCBLA or a third Party (collectively, “**Content**”).

2. Accessing the Website

We reserve the right to withdraw or amend the Websites, and any service or material we provide on the Websites, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Websites are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Websites, or the entire Websites, to users.

We may collect certain details and/or information about you and/or your use of the Services. You agree that your use of the Services and all information collected from you in the course of such use, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

3. Third Party Terms

You agree to comply with any applicable third-party terms of agreement when using the Services.

4. Products or Services

NCBLA provides Services including Websites to promote and advocate for children’s literacy and education. NCBLA does not sell any of the Content and materials published in connection with its Services, apart from books, including but not limited to “Our White House” and “The Exquisite Corpse Adventure” separately published on behalf of NCBLA .

We reserve the right to change or discontinue at anytime without notice, at our sole discretion, all Content on the Services. Any offer for any product or service made on this site is void where prohibited.

5. Our Intellectual Property Rights

The Services and all copyrights, patents, trademarks, trade secrets and other intellectual property rights published on and associated with the Services are, and shall remain, the property of NCBLA and/or its publishers, authors, illustrators, licensors, partners, or third party content providers. All other copyrights and trademarks not owned by NCBLA that appear or are made available in any of the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or licensors of NCBLA. Except

as expressly stated in these Terms, you are not granted any intellectual property rights in or to the foregoing. All rights not expressly granted in these Terms are reserved and retained.

These Terms of Use permit you to use the Content for your personal, non-commercial use only. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the Content. Notwithstanding the foregoing, you may make uses that fall within a lawful exception to the exclusive rights of copyright holders pursuant to U.S. Copyright Law, such as printing, downloading and displaying our educational Content for in school instruction and your own personal, non-commercial use.

You may not delete or alter any copyright, trademark or other proprietary rights notices from copies of Content made available through the Services. You are prohibited from using or accessing the Services and any of its/their Content for any commercial purpose. Any use of the Services not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

6. DMCA Policy

NCBLA takes the protection of copyrights seriously. We therefore employ measures to prevent copyright infringement on the Services and to promptly end any infringement. In accordance with the Digital Millennium Copyright Act of 1998 (“**DMCA**”), the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, and specifically in accordance with 17 USC § 512(c)(3), NCBLA will respond expeditiously to claims of copyright infringement if such claims are properly reported to NCBLA’s Designated Copyright Agent in accordance with the mechanisms below.

(a) DMCA Notice of Alleged Infringement (“Notice”)

If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive copyright, please report alleged copyright infringements taking place on or through the Services by completing a written DMCA Notice of Alleged Infringement and delivering it to NCBLA’s Designated Copyright Agent. Upon receipt of Notice as described below, NCBLA will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Services. Please note that if you fail to comply with all of the requirements of this section and of 17 USC § 512(c)(3) your DMCA notice may not be valid. In particular your Notice must include:

- Your full legal name and your address, telephone number, and email address;
- Identification of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by your Notice, a representative list of the

copyrighted works that you claim have been infringed;

- Identification of the allegedly infringing material and information reasonably sufficient for us to locate it, including (if applicable) the URL;
- A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement that the above information in your Notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- Your electronic or physical signature.

Deliver the Notice to NCBLA's Designated Copyright Agent, identified below. We will forward the Notice to the person who submitted the allegedly infringing material and may forward it to other relevant parties.

Copyright Agent:
The National Children's Book and Literacy Alliance, Inc.
P.O. Box 51
Wayland, Massachusetts 01778
(508)533-5851
Info@thencbla.org

(b) DMCA Counter-Notice of Alleged Infringement

If you have a good faith belief that your content that was removed (or to which access was disabled) is not infringing, or that you have authorization from the copyright holder, the holder's agent, or pursuant to law, to post and use the material in your content, you may send a Counter-Notice containing the following information to NCBLA's Designated Copyright Agent:

- Your full legal name, physical address, telephone number, and email address,
- Identification of the material that has been removed (or to which access was disabled) and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that you have a good faith belief the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled;
- A statement that you consent to the jurisdiction of the federal district court located in the district in which your address is located, or if your address is outside of the United States, the judicial district in which NCBLA is located, and will accept service of process from the claimant; and

- A physical or electronic signature.

If a proper Counter-Notice is received by the Copyright Agent, NCBLA will send a copy of the Counter-Notice to the original complaining party informing that person that it will replace the removed content or cease disabling it in ten business days. Unless the original complaining party files an action seeking a court order against NCBLA or the person who has posted allegedly infringing content, the removed content will be replaced, or access to it restored, in ten business days or more after receipt of the Counter-Notice.

(c) Policy Regarding Repeat Infringers

NCBLA does not condone or tolerate copyright infringement or any violation of the intellectual property rights of NCBLA or of others. NCBLA reserves the right to terminate the access and/or use privileges of any person who has been determined to be a 'repeat infringer' of the copyrights of NCBLA or others. NCBLA reserves the right to define the criteria by which NCBLA will determine that a person is a 'repeat infringer'. In the event that 'repeat infringer' is defined by statute, law, or regulation as applicable to 17 USC § 512, NCBLA will adopt that definition as a minimum standard. Without limiting NCBLA's right to define 'repeat infringer', as a general rule, NCBLA will define a 'repeat infringer' as any person or entity about whom NCBLA has received two or more DMCA Notices of Alleged Infringement. NCBLA will take into account all relevant facts and circumstances when determining whether or not termination of access and/or use privileges of a 'repeat infringer' is appropriate.

REGARDLESS OF WHETHER NCBLA TERMINATES ACCESS AND/OR USE PRIVILEGES OF ANY PERSON OR ENTITY, 'REPEAT INFRINGER' OR OTHERWISE, NCBLA IN NO WAY WAIVES ANY RIGHT TO PURSUE ANY AVAILABLE REMEDY AT LAW OR IN EQUITY AGAINST COPYRIGHT INFRINGERS OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS VIOLATORS, NOR WILL NCBLA INDEMNIFY OR PROVIDE LEGAL REPRESENTATION TO ANY ALLEGED INFRINGER IN ANY ACTION ARISING FROM THE ALLEGED INFRINGER'S USE OF ANY NCBLA WEBSITE OR SERVICE, EXCEPT AS EXPRESSLY DESCRIBED IN THIS NOTICE.

7. User Content; Social Media Content

The Services may allow you to submit information such as your name, username, email address, comments, photographs and videos (collectively, "**User Content**") to us and to publicly share User Content on the internet and through third party websites such as Facebook, Instagram and/or Twitter ("**Social Media Content**"). You agree not to submit any User Content that is illegal, obscene, threatening, defamatory, invasive of privacy, infringing the intellectual property rights (including publicity rights), or otherwise injurious to third parties, consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam" or unsolicited commercial electronic messages.

You understand that you may be contacted by third parties as a result of your public submission of User Content and that we are not responsible for preventing unwanted contact. You may not use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any User Content. We reserve the right to remove or edit any User Content in violation of this paragraph, including through the use of automated content filters, though we do not assume any obligation to regularly review the same. You represent and warrant that you own or otherwise control all of the rights to the User Content, that the User Content is accurate, and that use of the User Content you supply does not violate these Terms and will not cause injury to any person or entity. We have the right but not the obligation to monitor and edit or remove any activity or content. We take no responsibility and assume no liability for any User Content posted by you or any third party.

You hereby grant us a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, and display your Social Media Content throughout the world in any media. You grant us and our sublicensees the right to use the name that you submit in connection with such content, if we or they choose to do so.

8. Term and Termination

These Terms are effective until terminated by us. We may, in our sole and absolute discretion, at any time and for any or no reason, suspend or terminate these Terms and the rights afforded to you under these Terms, with or without prior notice. Your rights under these Terms will terminate automatically if you fail to comply with any of its terms or discontinue your access to the Services. Upon termination of these Terms, you must discontinue all use of the Services.

The provisions set forth in the following sections of these Terms shall survive the termination of these Terms: 2, 4-13.

9. Disclaimer of Warranties

YOUR USE OF OR RELIANCE UPON THE SERVICES, CONTENT, INFORMATION, AND ANY THIRD PARTY CONTENT, SOFTWARE, AND SERVICES ACCESSED THEREBY IS SOLELY AT YOUR SOLE RISK.

YOU UNDERSTAND THAT NCBLA PROVIDES CONTENT FOR EDUCATION AND ADVOCACY PURPOSES ONLY. THE MATERIAL AND CONTENT AVAILABLE ON OUR SERVICES ARE THE PROPERTY OF NCBLA AND THE RESPECTIVE THIRD PARTY CONTENT PROVIDERS.

YOU UNDERSTAND ANY LEGAL CLAIM RELATED TO ANY MATERIAL PUBLISHED ON THE WEBSITES MUST BE BROUGHT DIRECTLY AGAINST THE APPROPRIATE CONTENT

PROVIDER(S). YOU RELEASE NCBLA FROM ANY CLAIMS RELATED TO THIRD PARTY CONTENT PUBLISHED ON OUR WEBSITES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND CONTENT ARE PROVIDED WITHOUT WARRANTY OF ANY KIND. NCBLA HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES REGARDING THE SERVICES AND CONTENT, AND THIRD PARTY CONTENT, SOFTWARE, AND SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

IN ADDITION, NCBLA MAKES NO WARRANTY THAT: (I) THE SERVICES, CONTENT, OR THIRD PARTY CONTENT, SOFTWARE, AND SERVICES WILL MEET YOUR REQUIREMENTS; (II) THE SERVICES AND CONTENT, OR THIRD PARTY CONTENT, SOFTWARE, AND SERVICES WILL BE UNINTERRUPTED, ACCURATE, RELIABLE, TIMELY, SECURE OR ERROR-FREE; (III) THE QUALITY OF ANY SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE SERVICES WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (IV) ANY ERRORS IN THE SERVICES AND CONTENT, OR THIRD PARTY CONTENT, SOFTWARE, AND SERVICES WILL BE CORRECTED.

YOU ACKNOWLEDGE THAT NCBLA HAS NO OBLIGATION TO CORRECT ANY ERRORS OR OTHERWISE SUPPORT OR MAINTAIN THE SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

10. Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL NCBLA OR ITS AFFILIATES, PARTNERS, SUPPLIERS AND LICENSORS BE LIABLE FOR PERSONAL INJURY OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE, OR INABILITY TO ACCESS OR USE, THE SERVICES, CONTENT, AND ANY THIRD PARTY CONTENT, SOFTWARE, AND SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), AND WHETHER OR NOT THE DAMAGES WERE FORESEEABLE OR THEY WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Without limiting the generality of the foregoing, NCBLA's aggregate liability to you (whether under contract, tort, statute or otherwise) shall not exceed the amount of fifty dollars (\$50.00). You agree that this limitation of liability represents a reasonable allocation of risk and is a fundamental element of the basis of the bargain between NCBLA and you. The

foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

11. Indemnification

You shall indemnify, defend and hold harmless NCBLA and its affiliates, partners, suppliers and licensors, and each of their respective officers, directors, agents, employees, contractors and volunteers (the “Indemnified Parties”) from and against any claim, proceeding, loss, damage, fine, penalty, interest and expense (including, without limitation, reasonable attorney’s fees, investigation fees, and professional and technical advisor fees) arising out of or in connection with: (i) your access and use of the Services, Content, Information, and any third party content, products, and services; (ii) your breach of these Terms; (iii) your violation of law; (iv) your negligence or willful misconduct; or (v) your violation of the rights of a third party, including the infringement by you of any intellectual property or misappropriation of any proprietary right or trade secret of any person or entity.

12. Governing Law; Jurisdiction and Venue; Waiver of Right to Jury Trial

Except to the extent set forth in the following paragraph, these Terms shall be governed by and construed in accordance with the laws of the state of New York, excluding its principles of conflict of laws. Any suit, action or proceeding arising out of or in connection with these Terms shall be brought before the appropriate state or federal court located in New York, New York, and each of the parties hereby consents to the exclusive jurisdiction of those courts (and of the appropriate appellate courts therefrom) in any suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any suit, action or proceeding in any of those courts or that any suit, action or proceeding which is brought in any of those courts has been brought in an inconvenient forum. We each waive any right to a jury trial in any suit, action or proceeding arising out of or in connection with these Terms.

If you are a citizen of any European Union country or Switzerland, Norway or Iceland, the governing law and forum shall be the laws and courts of your usual place of residence.

Specifically excluded from Software to these Terms is that law known as the United Nations Convention on the International Sale of Goods.

13. Miscellaneous

(a) Severability. In the event that any portion of these Terms shall be declared invalid by order, decree or judgment of a court with respect to a party, the remainder of these Terms and the delivery of the Services to persons other than those to whom it is held invalid or unenforceable shall not be affected and each remaining provision of these Terms shall be valid and enforceable to the fullest extent permitted by law, except when such construction

would operate as an undue hardship on a party or constitute a substantial deviation from the general intent and purpose of the parties as reflected in these Terms.

(b) No Waiver. Except as provided herein, the failure to exercise a right or require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute waiver of any subsequent breach.

(c) Third Party Beneficiaries. Nothing contained in these Terms is intended or shall be construed to confer upon any person (other than the parties hereto) any rights, benefits or remedies of any kind or character, or to create any obligations or liabilities of a party to any such person.

(d) Entire Agreement. These Terms and the documents incorporated herein by reference, constitute the entire agreement with respect to the use of the Services licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter. No advice or information, whether oral or written, obtained by you from NCBLA, its affiliates, partners, and licensors or provided through the Services shall create any representation, warranty or guaranty.

(e) Modification or Amendment. We may prospectively modify or amend these Terms by providing notice in the Services. You will be deemed to have agreed to any such modification or amendment by continuing to use the Services following the date on which such notice is provided.

(f) Notices. You may direct any questions, complaints or claims related to these Terms or the Services to NCBLA at info@thencbla.org.