

# NEXT GEN MEN & WOMEN

## NEXT GENERATION MEN & WOMEN, INC. NONPROFIT TERMS OF USE

### I. Acceptance of Terms of Use

This Terms of Use Agreement (the “Agreement”) states the terms and conditions under which you may use this website, Facebook page, Twitter page or Instagram page, as applicable, (collectively, the “Site”). Please read the Agreement carefully. The Site contains various information relating to Next Generation Men & Women, Inc. (“NGMW”) in the form of text, graphics, news, reports, and other materials (tangible or intangible) (“Content”). By accessing, browsing and/or using the Site you acknowledge that you have read, understood, and agree to be legally bound by the Agreement. If you do not accept the Agreement (and therefore do not agree to be bound by the Agreement), do not use the Site. NGMW reserves the right to amend the Agreement at any time by posting the amended terms on the Site.

### II. Restrictions on Use of Materials

You acknowledge that the Site contains Content that is protected by copyrights, trademarks, service marks, trade secrets, patents, or other proprietary rights, and that these rights are valid and protected in all forms, media, and technologies existing now and hereinafter developed. You also acknowledge that the Content is and shall remain the property of NGMW or any other party (each a “Contributor”) who has been involved in the preparation or publication of the Content. You shall at no time assert any claims of ownership over any content by reason of your use of or any right to use the Site and shall not grant or create or suffer to exist any lien or other security interest arising therefrom. You agree to comply with all copyright and trademark laws and you shall not encumber any interest in, or assert any rights to, the Content. You may not modify, transmit, participate in the sale or transfer of, or create derivative works based on any Content, in whole or in part. You may print copies of the Content, provided that these copies are made only for personal, non-commercial use and that you maintain any notices contained in the Content, or maintained by the Contributor, such as all copyright notices, trademark legends, or other proprietary rights notices. You shall not store electronically any significant portion of any Content. NGMW authorizes you to view and use the Content on the Site solely for your personal, noncommercial use. The use of the Content on any other site, including by linking or framing, or in any networked computer environment for any purpose is prohibited without NGMW's prior written approval.

### III. Links to Other Sites

As a convenience to you, the Site provides links to third-party websites of entities, organizations, and persons with whom NGMW may or may not associate from time to time (“Third-Party Sites”) where we believe you will find such information useful or of interest. While NGMW tries to provide accurate and quality information, our decision

to link to a Third-Party Site is not an endorsement of the content in the linked Third-Party Site. **NGMW IS NOT RESPONSIBLE FOR THE CONTENT OF ANY THIRD-PARTY WEB SITE, NOR DOES NGMW MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE CONTENT (OR THE ACCURACY OF SUCH CONTENT) ON ANY THIRD-PARTY WEB SITES, AND NGMW SHALL HAVE NO LIABILITY OF ANY NATURE WHATSOEVER IN RELATION TO ANY OF THE FOREGOING.** You should take precautions when downloading files from this and all Third-Party Sites to protect your computer from viruses and other destructive programs. If you decide to access linked Third-Party Sites, you do so at your own risk. Once you click on a link connecting you to a Third-Party Site, your use of that site and the collection and use of your personal information at the site will be governed by the Third-Party Site's terms of use and/or privacy policy, and not by the Terms of Use and/or Privacy Policy of this Site. You should direct any concerns regarding the Third-Party Site to the Third-Party Sites' administrator or webmaster.

#### IV. DISCLAIMER OF WARRANTY

THE CONTENT PROVIDED ON THE SITE IS PROVIDED AS A SERVICE TO MEMBERS OF THE PUBLIC. INFORMATION PRESENTED ON THE SITE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. NO INFORMATION PRESENTED ON THE SITE CONSTITUTES LEGAL, FINANCIAL, MENTAL HEALTH OR MEDICAL ADVICE, NOR DOES IT CREATE AN ATTORNEY-CLIENT, DOCTOR-PATIENT, FIDUCIARY, OR COUNSELING RELATIONSHIP BETWEEN NGMW AND ANY OTHER PARTY. YOU ACKNOWLEDGE AND AGREE THAT THE SITE AND THE CONTENT THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NONE OF NGMW, ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (COLLECTIVELY THE "NGMW PARTIES") GUARANTEES THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY OF THE CONTENT.

NONE OF THE NGMW PARTIES WARRANTS THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SITE, ITS SERVER, OR ANY FILES AVAILABLE FOR DOWNLOADING THROUGH THE SITE ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL ELEMENTS. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITE AND THE ACCURACY OR COMPLETENESS OF THE CONTENT IS ASSUMED SOLELY BY YOU.

NONE OF NGMW PARTIES MAKES ANY, AND HEREBY SPECIFICALLY DISCLAIMS ANY, REPRESENTATIONS, ENDORSEMENTS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE OR ANY CONTENT, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL OF THE NGMW PARTIES DISCLAIM ANY WARRANTIES WITH

RESPECT TO ANY RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE.

#### V. LIMITATION OF LIABILITY

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IN NO EVENT SHALL ANY OF THE NGMW PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE CONTENT, SERVICE, OR THE AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR NEGLIGENCE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, THE NGMW PARTIES' LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE.

#### VI. No Framing Allowed

Elements of the Site are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part by any means, including but not limited to, the use of framing or mirrors. None of the Content for our Site may be retransmitted without the express written consent of NGMW.

#### VII. Termination

NGMW reserves the right, in its sole discretion, to restrict, suspend, or terminate the Agreement and your access to all or any part of the Site or the Content, at any time and for any reason without prior notice or liability. NGMW reserves the right to change, suspend, or discontinue all or any part of the Site or the content at any time without prior notice or liability.

#### VIII. User Must Comply with Applicable Laws

The Site is based in the State of Georgia. NGMW makes no claims concerning whether the Content may be downloaded or are appropriate for use outside of the United States. If you access the Site from outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

## IX. Miscellaneous

In the event that any portion of the Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with the applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the Agreement shall remain in full force and effect. The paragraph headings herein are provided only for reference and shall have no effect on the construction or interpretation of the Agreement. NGMW's failure to enforce your strict performance of any provision of the Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of the Agreement. Neither the course of conduct between parties nor trade practice shall act to modify any provision of the Agreement. The Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, except with regard to its conflicts of law rules. Any action relating to the Content, the Site or the Agreement must be brought in the federal or state courts located in the metropolitan Atlanta, Georgia area, and you hereby irrevocably consent to the jurisdiction of such courts. Any cause of action you may have with respect to the Content, Site or the Agreement must be commenced within one (1) year after the claim or cause of action arose, or is barred. The Agreement contains the entire agreement of the parties for the Site and supersedes all existing agreements and all other oral, written, or other communication between the parties concerning its subject matter. You agree to use the Content and the Site only for lawful purposes. You are prohibited from any use of the Content or the Site that would constitute an illegal offense, give rise to liability, or otherwise violate any applicable local, state, national, or international law or regulation. In the event any provision contained in this Terms of Use Agreement conflicts with any provision in any of Facebook's Statement of Rights and Responsibilities, Data Policy or Community Standards Policy (as amended or modified from time to time, the "Facebook Policies"), the FaceBook Policies shall govern and control with respect to the Company's Facebook page. In the event any provision contained in this Terms of Use Agreement conflicts with any provision in Twitter's Terms of Service (as amended or modified from time to time, the "Twitter Policy"), the Twitter Policy shall govern and control with respect to the Company's Twitter page. In the event any provision contained in this Terms of Use Agreement conflicts with any provision in Instagram's Terms of Use policy (as amended or modified from time to time, the "Instagram Policy"), the Instagram Policy shall govern and control with respect to the Company's Instagram page.

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# NEXT GEN MEN & WOMEN

## NEXT GENERATION MEN & WOMEN, INC. NONPROFIT PRIVACY POLICY

Your privacy is of great importance to Next Generation Men & Women, Inc. (“NGMW”). As a user of NGMW’s website, Facebook page, Twitter page or Instagram page, as applicable, (collectively, the “Site”), you are valued by NGMW, and we will take appropriate measures to protect the personally identifiable information (“Personal Information”) provided by and collected from you on the Site, if any, in connection with the functions, products, services and information offered on the Site (the “NGMW Services”).

### I. What Information Does NGMW Collect About Site Visitors?

At the Site, we do not collect Personal Information from individuals unless they provide it to us voluntarily and knowingly. NGMW gathers data, such as names, addresses, zip/postal codes, e-mail addresses, etc., only when voluntarily submitted by a visitor. Personal Information that we collect falls into three primary categories:

1. Information that Site Visitors Give Us. We may receive and store the information that you enter at our website, provide to us on a webpage or give to us in any other way. You can always choose not to provide some or all of the information which we request. This information is used solely by NGMW and other entities in furtherance of NGMW’s charitable activities.
2. Automatic Information. Whenever you interact with NGMW, we receive and store certain types of information. For example, we may use “cookies” to obtain information when your web browser accesses our website. A cookie is an alphanumeric identifier, which we transfer to your computer via your Web browser and store on your computer's hard drive. On most web browsers you will find a “help” section on the toolbar. Please refer to this section for information on how to receive notification when you are receiving a new cookie, and how to turn cookies off.
3. Email Communications. In order to make the email we send you more helpful and relevant to your interests, we receive and store certain types of information. For instance, if your computer supports this functionality, we may receive a confirmation when you open an email we send you. We may also receive a confirmation when you follow a hyperlink from one of our email messages to our website. **If you want to stop receiving email from us, simply hit reply and type “unsubscribe” in the subject field or contact us by email at: [info@nextgenatl.org](mailto:info@nextgenatl.org).**

### II. Does NGMW Share the Information It Receives?

We are not in the business of selling information about our Site visitors. We consider this information to be a vital part of our relationship with you and we treat it with great care and respect. There are, however, certain circumstances in which we may share your data with certain third parties. We will share personally identifiable information with third parties when (i) the person submitting the information authorizes us to share it, (ii) the third-party is performing a function on behalf of NGMW that is directly related to the operation of the Site or to a service or information provided on the Site, and access to such information is necessary to the performance of such function or to the provision of such services or information being provided, (iii) it is disclosed to entities that perform marketing services on our behalf or to other entities with whom we have joint marketing or other agreements, (iv) it is necessary or we deem it appropriate in connection with a sale of all or substantially all of the assets or business of NGMW, a sale of stock or equity interests of NGMW, or the merger of NGMW into another entity or any consolidation, share exchange, combination, reorganization, or like transaction in which NGMW is not the survivor, (v) it is necessary to protect and defend the rights or property of NGMW, (vi) it is necessary to act in urgent circumstances to protect the personal safety of NGMW customers, visitors to the Site or the public, or (vii) otherwise as we are required or permitted by law.

We occasionally contract with other companies to provide limited services on our behalf, including donation processing, website development and maintenance, donor database management and e-commerce. We will only provide those companies the information they need to deliver the service, and they are prohibited from using that information for any other purpose.

### III. Access to Information About You

If you desire to review your own personal information, to correct existing information, or to remove your information, please contact NGMW via email at [info@nextgenatl.org](mailto:info@nextgenatl.org). If you request removal of your personal information, you acknowledge that residual information may continue to reside in NGMW's records and archives, but NGMW will not use that information for commercial purposes. NGMW reserves the right to maintain your personal information if NGMW has suspended, limited, or terminated your access to our website for violating the NGMW Terms of Use.

### IV. What Choices Do I Have?

As outlined in this Privacy Policy, you can always choose not to provide information; however, doing so may prevent you from making a donation or accessing other valuable features at or via a link on our website.

### V. Links to Third Party Sites

You may be able to access third-party websites through links available on the Site. You understand and agree that your use of such third-party sites will be governed by the privacy policies of those sites and not by this Privacy Policy. NGMW will not be responsible for the actions of the operators of such third-party websites.

## VI. Children

NGMW does not knowingly collect information from children under the age of 13. We encourage parents and legal guardians to monitor their children's Internet usage and to help enforce our Privacy Policy by instructing their children never to provide information on this Site without their permission.

## VII. Notices and Revisions

If you choose to visit the Site, your visit and any dispute over privacy is subject to this Privacy Policy. If you have a concern about privacy at the Site, please send an email with a detailed description of your concern to [info@ngmatlanta.org](mailto:info@ngmatlanta.org). Our activities and Site change constantly. This Privacy Policy may change also. Our use of information that we receive and store is subject to the Privacy Policy in effect at the time of our use of such information. If we decided to change our Privacy Policy, we will post the revised Privacy Policy on the Site. In the event any provision contained in this Privacy Policy conflicts with any provision in any of Facebook's Statement of Rights and Responsibilities, Data Policy or Community Standards Policy (as amended or modified from time to time, the "Facebook Policies"), the Facebook Policies shall govern and control with respect to information that we receive via Company's Facebook page, if any. In the event any provision contained in this Privacy Policy conflicts with any provision in Twitter's Terms of Service (as amended or modified from time to time, the "Twitter Policy"), the Twitter Policy shall govern and control with respect to information that we receive via Company's Twitter page, if any. In the event any provision contained in this Privacy Policy conflicts with any provision in Instagram's Terms of Use policy (as amended or modified from time to time, the "Instagram Policy"), the Instagram Policy shall govern and control with respect to information that we receive via the Company's Instagram page, if any.

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