

## Terms of Use

Also see the *Changemakers*™ [Privacy Policy](#) [1]

Also see this [document in Portuguese](#) [2].

## Changemakers Terms of Use

Effective Date: July 29th, 2020

### Overview and Acceptance of Terms

These Terms constitute a legal agreement between you, as the user, and Ashoka, as the provider of the Changemakers service (“Ashoka,” “Changemakers,” “we,” “us,” or “our”). The Terms govern your access to and use of the Changemakers website and all other websites owned or controlled by Changemakers, including [changemakers.com](https://changemakers.com), [network.changemakers.com](https://network.changemakers.com), [wise.changemakers.com](https://wise.changemakers.com), [bilduenger.changemakers.com](https://bilduenger.changemakers.com), and [connect.changemakers.com](https://connect.changemakers.com), and all services offered thereon (collectively, the “Service”). These Terms also apply to your use of all features, applications, content, downloads, or other services that we own and control and make available through the Service or that post or link to these Terms regardless of how you access or use them.

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

Please read this agreement carefully. It sets forth the legally binding terms and conditions for your use of the Service. Except as otherwise required by local law, your access to or use of the Service constitutes your acceptance of all the provisions of the Terms. If you are unwilling to be bound by the Terms, do not access or use the Service.

Changemakers may modify these Terms from time to time. Modifications will be posted on the Service home page. Except as otherwise required by local law, your continued use of the Service after any modifications indicates your acceptance of the modified Terms. Unless expressly stated otherwise by Changemakers, any new features, new services, enhancements, or modifications to the Service implemented after your initial access to the Service will be subject to any then-current Terms.

These Terms include a release by you of all claims for damages against us that may arise from your use of the Service to the extent allowable under local law. By using the Service, you are agreeing to this release except as otherwise required by local law.

### Account Registrations

In consideration for your use of the Service, you agree to:

- provide accurate and complete information about yourself (and others, as applicable) as requested in any account registration form, nomination form, competition entry, or other similar forms (the “Registration Data”);
- maintain and promptly update Registration Data to keep it accurate and complete;
- not create an account for anyone other than yourself without permission;
- not transfer your account to anyone without first obtaining written permission from Changemakers; and
- not create more than one user account.

If you are under the age of 13, then you are not permitted to register as a user or create a profile page without the explicit consent of a parent or guardian.

If any information that you provide is, or if we have reasonable grounds to suspect that any information that you provide is, false, inaccurate, outdated, incomplete, or violates these Terms, our [Privacy Policy](#) [3] or any applicable law, then we may suspend or terminate your account. We also reserve the more general and broad right, as permitted by applicable law, to terminate your account, or suspend or otherwise deny your access to it or its benefits, all in our sole discretion for any reason and without advance notice or liability.

### Username and Passwords

If you register for any of our features that require a password and username, you agree that:

- You will not use a username or email address that is already being used by someone else, may impersonate another person, belongs to another person, violates the intellectual property or other rights of any person or entity, or is offensive. Any username and password for your access to the Service shall be for your personal use only. We may reject, remove, or reclaim the use of any password, username, or email address for any reason.
- You will provide true, accurate, current, and complete Registration Data about yourself in connection with the registration process and maintain and update it, including on your Profile Page, continuously and promptly to keep it accurate, current, and complete.
- You are solely responsible for all activities that occur under your account, password, and username whether or not you authorized the activity.
- You are solely responsible for maintaining the confidentiality of your password and for restricting access to your computer and other devices so that others may not access any password-protected portion of the Service using your name, username, or password
- You will immediately notify us of any unauthorized use of your account, username, or password, or any other breach of security, but accept that we are not responsible for thereafter stopping or preventing unauthorized use.

- You will not sell, transfer, or assign your account or any account rights.

## Privacy and Security

Registration Data and other personally identifiable information we collect from you in connection with the Service (“Personal Data”) is subject to our [Privacy Policy](#) [4] incorporated into these Terms by reference. Please read the Privacy Policy before using the Service. Except as otherwise required by local law, your access to or use of the Service constitutes your acceptance of all the terms of the Privacy Policy, including the transfer of your Personal Data to the United States and other countries for storage, processing, and use by Changemakers and its partners, affiliates, consultants, suppliers, and providers.

While the Service has security measures in place intended to protect against the loss, misuse, or alteration of the Personal Data under our control, we are not able to ensure that these measures will always be successful. You should not use this Service to process confidential or sensitive information.

## Content License

The intention of Changemakers in requesting a content license is not to obtain ownership in any of your artwork, photographs, graphics, audio, video, text, trademarks, and the like (collectively, “**User-Generated Content**” or “**UGC**”) but to be able to publish such content on the Service, to promote your UGC, to promote Changemakers and to promote, further, and better understand the field of social change.

You agree that when you publish UGC it means that you are allowing all users of the Service to access and use that information and to associate it with you. To assure that the Service remains available to support the Changemakers mission, all users contributing material are required to grant broad permissions to the re-distribution and re-use of their contributions under the Creative Commons Attribution-ShareAlike 3.0 Unported License and the GNU Free Documentation License (unversioned, with no invariant sections, front-cover texts, or back-cover texts). By consenting to these Terms and submitting UGC via the Service, you grant to Changemakers 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 use such UGC (including any copyrights, trademarks, or other intellectual property contained therein), and the right to sublicense the foregoing rights (through multiple tiers) to third parties for the following purposes:

- operating the Service;
- promoting the Submitted Content;
- promoting Changemakers;
- promoting social change;
- furthering the field of social change; and
- gaining better understanding the field of social change.

If you want to contribute material from other authors or of which you are a joint author, you may do so only if it is available under terms that are compatible with these licenses, and you provide proper attribution where it is required by the underlying license. If you are not the owner of the UGC you submit through the Service, you represent and warrant that you have the authority to grant this content license.

For greater certainty, Changemakers shall not have any other rights in or to UGC and, in particular, shall not claim copyright, file trademark applications, or file patent applications over UGC. You, or the owner (if applicable), retain ownership and all other rights to and in UGC.

If you are not the owner of the UGC you submit through the Service, you represent and warrant that you have the authority to grant this content license.

## Ownership of the Service

Except for UGC submitted by users, the Service, including all other content displayed on the Service and all underlying software or technology used in connection with the Service and all aspects thereof, including all copyrights, trademarks, and other intellectual property or proprietary rights therein, is owned by Changemakers or its licensors (collectively, “**Service Content**”). Service Content is protected by United States and international laws of copyright, trademark, and unfair competition. You acknowledge that the Service, Service Content displayed on the Service, and any underlying technology or software used in connection with the Service contain Changemakers proprietary information. You may not commercially exploit any part of the Service, including artwork, photographs, graphics, audio, video, text, trademarks, and the like except as expressly permitted by Changemakers.

“Changemakers,” “Ashoka,” and “Everyone a Changemaker” are trademarks of Ashoka or its affiliates. Other marks, product names, and company names appearing in the Service Content are trademarks or service marks of Ashoka, Changemakers, or their respective owners and are protected by law. These marks may be used publicly only with permission from their owners. Any fair use of the trademarks and service marks requires proper acknowledgment.

It is in keeping with our mission to encourage public discourse and action regarding social entrepreneurship and systemic, innovative change. Accordingly, unless particular materials are specifically restricted as noted where they are displayed, it is Changemakers policy to allow limited reproduction and distribution of the Service Content as follows: You may copy and distribute items included in the Service Content provided that:

- the particular article or section is reproduced in its entirety in its original form; you may not edit or otherwise change the substance of the content, or change or delete any copyright, trademark, or other proprietary notices;
- all copies include a statement that the material was reproduced from the Service with the permission of Changemakers;
- the copies are distributed only for non-commercial educational or public policy purposes; and
- the copies are distributed at no charge, or at most, at actual cost. Provided you comply with all of these conditions, Changemakers grants you a non-exclusive, non-transferable license to use, copy, and distribute the Service Content.

Other than as specifically described above, you may not copy, reproduce, adapt, reverse engineer, disassemble, decompile, distribute, license, transfer, sell, modify, display, prepare in whole or in part any derivative works based on, republish, transmit, repost or otherwise use any of the Service Content without prior written authorization from Changemakers. To request such permission, contact [connect@changemakers.com](mailto:connect@changemakers.com) [5]. In no event may Changemakers trademarks, graphics, artwork, or other visual or audio elements be reproduced separately from the textual content associated with them as part of the Service.

If you become aware of a possible copyright, trademark, or other infringement, we ask you to notify us immediately. Please see the Notice for Claims of Copyright Violations and Agent for Notice section below. All rights in the Service not expressly granted by Changemakers to you are retained by

## Use of the Service

Certain portions of the Service offer users the opportunity to create, build, post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit UGC through the Service. You may potentially be able to submit UGC through the functionality of your profile, forums, blogs, message boards, social networking environments, content creation tools, social communities, email, and other communications. You are entirely responsible for all UGC that you make available to or through the Service, whether publicly posted or privately transmitted. Changemakers may in its sole discretion elect to remove or not to accept any UGC. In addition, by providing UGC, you authorize and direct Changemakers to make such copies thereof as we deem necessary in order to facilitate the posting and storage of the Service Content.

You assume total responsibility and risk for your use of the Service. It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all information you access or obtain through the Service. Changemakers does not control all material posted by third parties via the Service and does not guarantee the accuracy, integrity, or quality of such Service Content or UGC (collectively, "**Content**"), even if Changemakers has reviewed it. You understand that by using the Service you may be exposed to materials that are offensive, indecent, or objectionable. Under no circumstances will Changemakers be liable in any way for any Content, including any errors or omissions in any materials or any loss or damage of any kind incurred as a result of your use of any Content. You hereby agree to release Changemakers 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 Service, except as otherwise provided by local law. You are responsible for complying with all laws applicable to the UGC you submit via the Service.

Except as otherwise described in the [Privacy Policy](#) [4], you agree that, notwithstanding your retained ownership interests (a) any UGC you upload or otherwise make available on the Service will be treated as non-confidential and non-proprietary by Changemakers, and, (b) as permitted by applicable law or as explicitly stated in our Privacy Policy, Changemakers does not assume any obligation of any kind to you or any third party with respect to your UGC.

Each time you upload, submit, or otherwise make available any Content, you represent and warrant that you are at least 13 years of age or are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to the Content.

You agree that Changemakers may or may not pre-screen UGC and that Changemakers has the right, but not the obligation, in its sole discretion to pre-screen, refuse, remove, or move any UGC that is available on the Service. Changemakers has the right to remove any UGC that violates these Terms, does not fit with our mission, or is otherwise objectionable, in each case as determined by Changemakers 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 contents, integrity, and accuracy of such materials. Upon request, you agree to provide documentation necessary to authenticate rights to UGC and verify your compliance with these Terms. Failure to provide such proof may lead to, among other things, the UGC in question being removed from the Service.

You acknowledge and agree that you assume all risk associated with the use of any and all of the Content except as otherwise provided by local law. The 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 are your sole responsibility.

You acknowledge that the Internet, mobile communications, and digital storage may be insecure and subject to breaches of security so that your UGC is submitted at your own risk, and you agree to hold Changemakers harmless with respect thereto.

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

- Upload, post, transmit, or otherwise make available:
  - Any material 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 material that is unlawful, threatening, abusive, harmful to other individuals (especially 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 pictures, images, or videos that are not of you or someone you know with express permission to make it available.
  - Any material 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, material you did not create and do not have permission to post).
  - Any unsolicited communications or advertising not authorized by Changemakers, promotional materials, or any other form of solicitation for any type of information.
  - 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 Service 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 materials 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.
- Collect or store personal data, including email addresses or data about other users in connection with the prohibited activities described in this section.
- Attempt to gain unauthorized access to or circumvent, or attempt to circumvent, any security or access control technology implemented in the Service or the servers and network associated with the Service.
- Use the Service or any email in any Changemakers domain to deliver unsolicited bulk email.
- Publicize or offer any contest, giveaway, or sweepstakes on Changemakers without following all applicable laws.

The following bullet points explain the conduct that is expected of members of the Service's online communities ("Communities").

- **Content You Create.** All your UGC either must be original to you, or you must have all necessary rights in it from third parties in order to permit you to comply with Changemakers Terms. Your UGC should not contain any visible logos, phrases, or trademarks that belong to third parties. Do not use any UGC that belongs to other people and pass it off as your own; this includes any content that you might have found elsewhere on the Internet. If anyone contributes to your UGC or has any rights to your UGC, or if anyone appears or is referred to in the UGC, then you must also have their permission to submit such UGC to our Service. For example, if someone has taken a picture of you and your friend and you upload that photo to the Service as your UGC, then you must obtain your friend's and the photographer's permissions to do so.
- **No Pictures, Videos, or Images of Anyone Other than You and Your Friends and Family.** If you choose to submit photos to the Service, link to embedded videos, or include other images of real people, then make sure they are of you or of you and someone you know and only if you have their express permission to submit it.
- **Act Appropriately.** All of your Service activities must be venue appropriate, as determined by Changemakers. Be respectful of others' opinions and comments so we can continue to build Communities for everyone to enjoy. If you think your UGC might offend someone or be embarrassing to someone, then chances are it probably will. If so, it does not belong on the Service. Cursing, harassing, stalking, insulting comments, personal attacks, gossip, and similar actions are prohibited. Your UGC must not threaten, abuse, or harm others, and it must not include any negative comments that are connected to race, national origin, gender, sexual orientation, religion, or physical handicap. Your UGC must not be defamatory, slanderous, indecent, obscene, pornographic, or otherwise sexually explicit. Your UGC must not exploit children under the age of 18.
- **Do Not Use for Commercial Purposes.** Your UGC must not advertise or promote a product or service or other commercial activity.
- **Do Not Use to Solicit or Send Unwanted Communications.** Do not harvest or collect email addresses or other contact information of others using the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications. Do not solicit Personal Data from anyone or solicit passwords or personally identifying information for commercial or unlawful purposes. This also includes not uploading, posting, transmitting, sharing, or otherwise making available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.
- **Do Not Use for Inappropriate Purposes.** Your UGC must not promote any infringing, illegal, or other similarly inappropriate activity.
- **Be Honest and Do Not Misrepresent Yourself or Your UGC.** Do not impersonate any other person, user, or company and do not submit UGC that you believe may be false, fraudulent, deceptive, inaccurate, or misleading or that misrepresents your identity or affiliation with a person or company. In the event you receive anything in consideration from us with respect to your UGC (for example, coupons or challenge entries), you represent you will include disclosure of the receipt of this consideration clearly and conspicuously as part of the UGC and include any other disclosures we may require.
- **Others Can See.** We hope that you will use the Communities to exchange information and content and have venue-appropriate discussions with other members. However, please remember that the Communities are public or semi-public, and UGC that you submit on the Service within a Community may be accessible and viewable by other users. Do not submit personally identifying information (for example, first and last name together, password, phone number, address, credit card number, medical information, email address, or other contact information) on Community spaces and otherwise take care when disclosing this type of information to others.
- **Don't Share Other People's Personal Data.** Your UGC should not reveal another person's address, phone number, email address, Social Security number, credit card number, medical information, financial information, or any other information that may be used to track, contact, or impersonate that individual.
- **Don't Damage the Service or Anyone's Computers or Other Devices.** Your UGC must not submit viruses, Trojan horses, spyware, or any other technologies or malicious code that could impact the operation of the Service or any computer or other Device.

**Third-Party Links.** The Service may contain, or third parties may provide via the Service, links to third-party websites or resources. Changemakers has no control over such services and resources, and you agree that Changemakers is not responsible for the availability of such external services 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 services or resources. Upon notification to [connect@changemakers.com](mailto:connect@changemakers.com) [5], Changemakers will review and, when appropriate, remove any third-party links that do not comply with these Terms.

**Links to the Service.** We grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to create hyperlinks to the Service, so long as: (a) the links only incorporate text and do not use any Trademarks; (b) the links and the content on your website do not suggest any affiliation with Changemakers or cause any other confusion; and (c) the links and the content on your website do not portray Changemakers in a false, misleading, derogatory, or otherwise offensive matter, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, violent, threatening, harassing, or abusive or that violate any right of any third party or are otherwise objectionable to Changemakers. Changemakers reserves the right to suspend or prohibit linking to the Service for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third party.

**Service Profiles.** The Service gives you the opportunity to set up private, semi-private, and public profile pages ("Profile Page(s)") that allow you to provide and display information about you. Your Profile Page may not include any form of prohibited UGC, as outlined in our Terms. Without limiting the foregoing, Profile Pages may not include content that you are attempting to sell through the Service and cannot be used to conduct commercial activities, including transactions, advertising, fundraising, contests, or other promotions absent our prior written consent. We may offer you the ability to set preferences relating to your Profile Pages or Service activities, but settings may not become effective immediately or be error free, and options may change from time-to-time. We assume no responsibility or liability for users' profile material. Profile Pages may only be set up by an individual or an authorized representative of the individual that is the subject of the Profile Page. We do not review Profile Pages to determine if they were created by an appropriate party, and we are not responsible for any unauthorized Profile Pages that may appear on the Service. If there is any dispute as to whether a Profile Page has been created or is being maintained by an authorized representative of the individual who is the subject of that Profile Page, then we shall have the sole right, but are not obligated, to resolve such dispute as we determine is appropriate in our sole discretion. Such resolution may include deleting or disabling access to Profile Pages, or any portion thereof, at any time without notice.

## Mobile Use

Some features of the Service may allow you to use 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 or data usage 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 Service designed to contact you on your mobile telephone number, you agree to update your account information on the Service within 48 hours to ensure that your messages are not sent to the person who acquires your old number.

## Indemnity

Except as otherwise required by local law, you agree to defend, indemnify, and hold harmless Changemakers, 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, debts, and expenses (including attorneys' fees) arising from: (a) your use of or access to the Service, including any UGC you store, reproduce, display, distribute, or otherwise make available via the Service; (b) your violation of any term of the Terms and related policies; (c) your violation of any third-party right, including any copyright, property, or privacy right; or (d) any claim that UGC you submitted caused damage to a third party. The foregoing defense and indemnification obligation will survive the Terms and your use of the Service to the extent allowable under local law. Changemakers will provide notice to you of any such claim, action, or demand and may, in Changemakers sole discretion, assist you at your expense in the defense or settlement of such claim, action, or demand.

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

1. An electronic or physical signature of the copyright owner or the person authorized to act on behalf of the owner of the copyright interest;
2. A description of the copyrighted work that you claim has been infringed;
3. A description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;
4. Your address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, his or her agent, or the law; and
6. 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). Changemakers Agent for Notice of claims of copyright infringement can be reached as follows:

- By mail: Daniela Matielo, 1700 North Moore Street, Suite 2000, Arlington, VA 22209
- By phone: (703) 527-8300
- By fax: (703) 527-8383
- By email: [connect@changemakers.com](mailto:connect@changemakers.com) [5]

### **Termination**

You acknowledge that Changemakers has the right, but not the obligation, to suspend or terminate your access to all or part of the Service and remove any UGC you submit to the Service without prior notice (a) at the request of law enforcement or other government agencies, (b) if the Service 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 Changemakers believes in its sole discretion violates any provision of the Terms or other incorporated agreements or guidelines or violates the rights of Changemakers or third parties, or (e) upon any breach by you of the Terms. In addition, Changemakers may terminate individual user accounts due to inactivity. You agree that upon termination Changemakers may delete all UGC and all other information related to your account.

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

### **Content and Warranty Disclaimer**

The Service is provided by Changemakers and its partners, affiliates, consultants, suppliers, and providers "as is," and your use of the Service is at your sole risk. Neither Changemakers nor its partners, affiliates, consultants, suppliers, or providers make any representations or warranties of any kind as to the operation of the Service, its Content, or any information made available by or through the Service. In addition, Changemakers and its partners, affiliates, consultants, suppliers, and providers disclaim all warranties, express or implied, including the implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. Changemakers does not warrant or covenant that the Service will be available at any time or from any particular location, will be secure or error-free, that defects will be corrected, or that the Service is free of viruses or other potentially harmful components.

Changemakers makes no warranties or representations of any kind whatsoever about the accuracy or completeness of the Content or the content of any Services linked to the Service and assumes no liability or responsibility for (a) any errors, mistakes, or inaccuracies or omissions in any Content; (b) any personal injury or property damage of any kind or nature whatsoever resulting from your access to and use of the Service; (c) any unauthorized access to or use of the Service or any and all Personal Data stored therein; (d) any interruption or cessation of transmission to the Service; (e) any bugs, viruses, errors, trojan horses, or the like that may be transmitted to or through the Service by any third party; or (f) any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted, or otherwise made available via the Service. Any Content downloaded or otherwise obtained through the use of the Service is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from Changemakers or through or from the Service shall create any warranty not expressly stated in these Terms.

Changemakers makes no representations that the Service is appropriate or available for use in locations other than the United States, from where it is controlled and offered by Changemakers. Those who access or use the Service from other jurisdictions are responsible for compliance with local law.

### **Limitation of Liability**

To the fullest extent permitted by applicable law, in no event shall Changemakers, its partners, affiliates, consultants, suppliers, or providers be liable for any indirect, incidental, consequential, exemplary, special, or punitive damages (including any damages resulting from lost profits, lost data, or business interruption) arising from or relating to the use or inability to use the Service whether based on warranty, contract, tort, or any other legal theory and whether or not such parties are advised of the possibility of such damages. The aggregate liability of Changemakers to you arising from or relating to the Service (regardless of the form of action or claim, for example, contract, warranty, tort, strict liability, negligence, or any other legal theory) is limited to \$100. Changemakers and its partners, affiliates, consultants, suppliers, or providers have no liability whatsoever arising from the Service. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. If your use of the Service results in the need for servicing or replacing equipment or data, Changemakers is not responsible for those costs.

Applicable law may not allow the exclusion or limitation of certain damages, so some of the above limitations and exclusions may not apply to you.

## Compliance with Anti-Money Laundering Laws

Changemakers will not make any grant if it finds that to do so would be unlawful. This may prohibit awards in certain countries 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 Changemakers to violate any laws.

## Ability to Accept Terms

In order to use or view the Service, you affirm that you are over the age of 13, as the Service is not intended for children under 13. If you are under 13 years of age, then you are not authorized to use or view the Service.

## Arbitration and Dispute Resolution

Unless otherwise agreed by you and Changemakers in writing, you and Changemakers shall resolve all disputes arising from or related to the Service, the Privacy Policy, and the Terms through binding arbitration administered by the American Arbitration Association or the Judicial Arbitration and Mediation Services (as determined by Changemakers) in accordance with their applicable rules. Except as otherwise required by local law, any arbitral award may be submitted to, and you and Changemakers 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 shall be submitted to the state and federal courts in the Commonwealth of Virginia, and you and Changemakers agree to the exclusive jurisdiction of such courts with respect to such claims. Notwithstanding the foregoing, nothing in this paragraph prohibits you or Changemakers from seeking equitable or injunctive relief in any court of competent jurisdiction at any time and no disputes arising from or related to Changemakers intellectual property rights in the Service (as described in the section titled "Ownership of the Service") shall be subject to the arbitration procedures described above unless otherwise agreed by Changemakers in writing or required by local law.

The European Commission has made available to residents of the European Union a Service for online dispute resolution that can be found at the following address: <https://ec.europa.eu/consumers/odr> [6]. Changemakers does not participate in dispute resolution facilitated through this Service but may be contacted in writing at the address listed below.

## User Disputes

You are solely responsible for your interactions with other Service users, whether online or offline. We are not responsible or liable for the conduct or content of any user. We reserve the right, but have no obligation, to monitor disputes between you and other users. Notwithstanding the foregoing, Changemakers shall 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](#) [4].
- 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 Service.

## Restricted Rights and Export Controls

Any software or documentation that may be available on the Service 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 United States government end users acquire the software and documentation with only those rights set forth herein.

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

## General

These Terms 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 is found to be contrary to law, the interpretation of such provision or portion thereof shall 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 shall remain in full force and effect. The terms "includes," "include," and "including" mean "including without limitation" as used herein. Changemakers failure to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by Changemakers in writing. These terms and conditions constitute the entire agreement between you and Changemakers 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 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 Service or the Terms must be filed within one year after such claim or cause of action arose or will be forever barred. The Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned or transferred by Changemakers without restriction.

## Violations

Please report any violations of the Terms to Customer Service at [connect@changemakers.com](mailto:connect@changemakers.com) [5].

### How to Contact Us

Should you have any questions or concerns about these Terms, please address them to:

Ashoka: Innovators for the Public

c/o Changemakers Personal Data Privacy Team

1700 North Moore Street

Suite 2000

Arlington, VA 22209

USA

You may also send us an email us at [connect@changemakers.com](mailto:connect@changemakers.com) [5].

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**Source URL:** <https://changemakers.net/legal>

**Links**

[1] <https://changemakers.net/privacy>

[2] <https://www.changemakers.com/pt-br/legal>

[3] <https://www.changemakers.com/privacy>,

[4] <https://www.changemakers.com/privacy>

[5] <mailto:connect@changemakers.com>

[6] <https://ec.europa.eu/consumers/odr>