



## Terms of Use

**Last Revised/Effective Date: 4/19/2024**

Welcome to the Capital Pride website ([capitalpride.org](http://capitalpride.org)), and to our Pride365 mobile application (the “Application”) (together, our “Sites”)! The Sites are owned and operated by Capital Price Alliance, Inc. (“Capital Pride,” “we/us/our”). Our goal is to provide a safe, enjoyable, respectful, and informative experience for you and all visitors.

By visiting the Sites, and accessing the products, services, tools, and information the Sites provide (together, the “Services”), you accept and agree to follow and be bound by these Terms of Use (“TOU”) and the terms and conditions stated in our Privacy Notice. The TOU and Privacy Notice together form a legally-binding user agreement (the “User Agreement”) to which you agree to be bound in exchange for the benefit of visiting the Sites and using the Services. You are one party to the User Agreement, and Capital Pride is the other.

If you are visiting the Sites and using the Services on your own behalf, “you” and “your” mean you personally. If you are visiting the Sites and using the Services on behalf of a business or legal entity, you represent that you are authorized to enter the User Agreement on behalf of that business or entity, and “you” and “your” means the business or entity.

### **A. Responsible Use**

In keeping with our mission to celebrate, educate, support, and inspire our multi-faceted communities, we expect everyone to act responsibly when visiting the Sites and using the Services. To promote safety and respect, you agree, when visiting the Sites and using the Services, to:

- Visit the Sites and use the Services only for their intended purpose, as stated in the User Agreement and according to applicable laws, regulations, and standard on-line practices and guidelines.
- Provide accurate and complete information when we ask you to do so in order to voluntarily use our Services (for example, to create an Account, register for events, or sign up to volunteer), and update your information as needed to keep it accurate and complete.



- If you choose to create an Account, keep your login information confidential and not share it with anyone. You understand and agree that you are responsible for all activity on and through your Account.
- Not circumvent or try to circumvent our Site security, or access or try to access our Sites and Services in any way other than through the means we provide.
- Not disrupt, harm, or interfere with, or try to disrupt, harm, or interfere with, our Sites, Services, and associated networks.
- Respect our property and intellectual property rights, and not try to copy, sell, resell, or trade it without our express written permission.
- Use any open communication tools we provide, or to which we link through the Sites, ethically, safely, responsibly, and respectfully. These tools may include blogs, message boards, third-party social media services, newsgroups, forums, chat, product and service ratings and reviews, and the like. We may, but are not obligated to, monitor, moderate, pre-approve, or screen user-provided content and communications (“User Content”). Therefore, you understand and agree that it is your responsibility—and only yours—to ensure that the User Content you post, upload, share, distribute, or provide (together, “Contribute”) in any way:
  - Is not illegal, threatening, harassing, victimizing, bullying, abusive, intimidating, deceptive, fraudulent, degrading, or otherwise disrespectful of the person or personal rights of others.
  - Is not discriminatory, and does not contain hate speech.
  - Is not defamatory.
  - Does not contain explicit, suggestive, inappropriate, or pornographic language or images.
  - Does not violate another person’s privacy rights or compromise another person’s safety or well-being.
  - Does not violate a contract or legal obligation you owe anyone else.
  - Does not infringe on the property rights of others (for example, does not violate another person’s patent, trademark, copyright, trade secret, or other property or intellectual property right).
  - Does not contain unsolicited or unauthorized advertising of any kind.
  - Does not impersonate another person, business, or other entity, or create a false identity with intent to mislead or deceive.



- Does not state or imply that you are affiliated with a person, business, or other entity when you are not.
- Does not request or offer, or solicit anyone else to request or offer, anything that is illegal or that violates our policies, rules, or guidelines as stated in the User Agreement.
- Not harm anyone's computer, device, software, hardware, or equipment (for example, by distributing malware).
- Not abuse other users' personal information, for example by accessing, using, or disclosing it for reasons other than they intended.
- Not use any robot, spider, or other automatic or manual device or process to filling out surveys.

We can, at our sole discretion, remove any User Content that in our judgment violates the User Agreement or otherwise is harmful, objectionable, or illegal. You agree that we may do so, and do not need to notify you or get your consent at any time. You also agree that we are not responsible for any failure to remove, or delay in removing, such User Content.

We ask all Site users to notify us of User Content that violates this User Agreement, using the "Contact Us" information below.

## **B. Property Rights**

These TOU do not transfer to you any intellectual property owned by us or by third parties. All rights, titles, and interest in and to such property will remain solely with the owner. All trademarks, service marks, graphics, and logos used in connection with the Sites and Services are trademarks or registered trademarks of Capital Pride or its licensors. Other trademarks, service marks, graphics, and logos used in connection with the Sites may be the trademarks of third parties. Your use of our Sites and Services grants no right or license to reproduce or otherwise use any Capital Pride or third party trademarks.

We do not assume liability for User Content that you or any third party Contributes to Sites. If you use our open communication tools to Contribute User Content, you retain ownership of it and can share it with anyone else. You retain copyright and any other rights you already hold in your User Content. However, you agree that if you Contribute User Content that does not violate this User Agreement (including by violating or infringing upon another person's or entity's



intellectual property rights), you hereby grant us a nonexclusive, perpetual, irrevocable, worldwide, fully-paid, royalty-free, transferable, and sub-licensable license to access, use, host, cache, store, reproduce, publicly transmit, publicly display, publicly perform, publicly publish, publicly distribute, modify and adapt, and create derivative works (either alone or as part of a collective work) from, or otherwise exploit your User Content in any way we choose, without payment and without any further notice to or consent from you.

You also agree that (i) the other users of the Sites and Services have the right to comment on and/or tag your User Content, and/or use, publish, display, modify, or include a copy of your User Content as part of their own use of the Sites and Services, and (ii) we have the right to make your User Content available to third parties so that those third parties can distribute, make derivative works of, comment on, and/or analyze Your User Content on other media and services (either alone or as part of a collective work).

Capital Pride may establish a mechanism for you to provide feedback, ratings, comments, proposals, suggestions, and ideas about our Sites and Services (“Feedback”). You agree that Capital Pride may, in its sole discretion, use and disclose your Feedback in any way, including in future modifications of the Sites and/or Services. You hereby grant us a nonexclusive, perpetual, irrevocable, worldwide, fully-paid, royalty-free, transferable, and sub-licensable license to access, use, host, cache, store, reproduce, publicly transmit, publicly display, publicly perform, publicly publish, publicly distribute, modify and adapt, create derivative works (either alone or as part of a collective work) from, or otherwise exploit your Feedback in any way we choose, without payment and without any further notice to or consent from you.

When you Contribute User Content and/or provide Feedback, you acknowledge and agree that:

- Your User Content and Feedback do not contain any type of confidential or proprietary information.
- Capital Pride is under no obligation to:
  - keep your User Content and Feedback confidential;
  - use or implement your User Content or Feedback; or
  - compensate or reimburse you in any way related to your User Content or Feedback.

Capital Pride is not liable for any errors or omissions in any User Content or Feedback.



### **C. Accounts**

In order to use certain Services, such as signing up volunteer, registering for the Parade and Festival, and viewing donations You make, you must register for an Account by providing your name and email address. You may also register by linking your Google® or Apple® account. If You register by linking your Apple® account, you have the option to enable “Hide My Email.” Hide My Email will generate a random email address that will forward messages to your actual email address.

You are responsible for maintaining the security of your Account. You are fully responsible for all activities that occur under the your Account and all actions taken in connection with it. You agree to provide accurate and complete registration information, to keep it up to date, and to not impersonate anyone or violate another person’s rights with or through your Account.

We may, but have no obligation to, monitor and review your new Account before you sign in and start using the Services. Providing false contact information may result in the termination of your Account. You agree to immediately notify us of any unauthorized use of your Account or any Account-related privacy or security breach. We are not liable for any acts or omissions by you or anyone else using your Account, or damages of any kind incurred as a result of such acts or omissions.

We may suspend, disable, or delete your Account if we determine in our sole discretion that your actions violate the User Agreement or would tend to damage our reputation and goodwill. If we do so, you may not re-register without our express written consent. We may block your email address and Internet protocol (IP) address to prevent further registration. All provisions of the User Agreement will remain in full force and effect after and notwithstanding any termination of your Account, by us or by you, for any reason. If your Account is terminated for any reason, we may (but are not obligated to) remove your User Content and/or Feedback from the Sites. We are not responsible for our removal of, or failure to remove, such User Content and Feedback.

You must be at least sixteen (16) years old to register for an Account, and we reserve the right to require proof of age.



You must download our software in order to use our Application. You agree that we can download and install updates to the Application on your device, and distribute patches and other fixes to you for you to install.

#### **D. Indemnification**

You agree to indemnify and hold Capital Pride Alliance and its affiliates, directors, officers, managers, employees, donors, volunteers, agents, suppliers, and licensors (“Our Indemnitees”) harmless from and against any and all liabilities, losses, damages, or costs, including reasonable attorneys’ fees, incurred in connection with or arising from any allegations, claims, actions, disputes, or demands asserted against any of Our Indemnitees as a result of or relating to your use of the Sites and Services, your or anyone else’s use of your Account, your User Content, your Feedback, and/or your violation of the User Agreement.

We reserve the right to take over the exclusive defense of any claim for which we claim indemnification under this User Agreement. If we do, you agree to cooperate with us as we reasonably request.

This duty to indemnify survives termination of the Sites, Services, and/or your Account.

#### **E. Payment Terms**

Credit card payment processing services for purchases our Sites are provided by Stripe, Inc. ("Stripe"), and are subject to the [Stripe Connected Account TOU](#), which includes the [Stripe Terms of Service](#) (collectively, the "Stripe Services TOU"). You agree to be bound by the Stripe Services TOU, as may be modified by Stripe from time to time. In return for and as a condition of receiving credit card payment processing services through Stripe, you agree to provide accurate and complete payment-related information, and you authorize us to share any such information—as well as transaction information related to your use of the Stripe payment processing services—with Stripe. Standard credit card or other third-party processing fees apply in addition to any platform fees. We are not responsible for the performance of any third-party credit card processing or third-party payment service.

#### **F. Links To Other Resources**



Although our Sites may link to other resources (such as websites, mobile applications, etc.), we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated herein. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their resources. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties. You should carefully review the legal statements and other conditions of use of any resource which you access through a link in the Sites. Your linking to any other off-site resources is at your own risk. Any concerns or questions related to third-party websites should be directed to the webmaster or other appropriate contact person for such third party. Third-party trademarks, trade names, logos, product or services names contained on the Sites are the trademarks, registered or unregistered, of their respective owners.

#### **G. Additional Terms For Our Application**

##### *Apple Store Terms*

The following terms and conditions apply to you only if you acquired the Application from the Apple App Store. To the extent the other terms and conditions of the User Agreement are less restrictive than, or otherwise conflict with, the terms and conditions of this paragraph, the more restrictive or conflicting terms and conditions in this paragraph apply. You acknowledge and agree that these TOU are solely between you and Capital Pride, not Apple, and that Apple has no responsibility for the Application or its content. Your use of the Application must comply with the App Store Terms of Use. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and/or support services with respect to the Application. In the event of any failure of the Application to conform to any applicable warranty, you may notify Apple, and Apple will refund to you the purchase price, if any, you paid for the Application; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be solely governed by these TOU. You and Capital Pride acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Application or your possession and/or use of the Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You and Capital Pride acknowledge that, in the event of any third party claim that the Application or your possession and use of the Application



infringes that third party's intellectual property rights, Capital Pride, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by these TOU. You must comply with any applicable third-party terms of agreement when using the Application. You and Capital Pride acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these TOU as they relate to your license of the Application, and that, upon Your acceptance of the TOU, Apple will have the right (and will be deemed to have accepted the right) as a third party beneficiary to enforce these TOU against You.

#### *GooglePlay Store Terms*

If you acquire the Application from Google, Inc. or one of its affiliates ("Google") via Google Play or its successor(s), then to the extent of any conflict between the Google Terms of Service and the Google Play Business and Program Policies or such other terms that Google designates as default end user license terms for Google Play (all of which together are referred to as the "Google Play Terms"), and the other terms and conditions in these TOU, the Google Play Terms shall apply with respect to your use of the Application. Capital Pride and you hereby acknowledge that Google does not have any responsibility or liability related to compliance or non-compliance by Capital Pride or you (or any other user) under these TOU or the Google Play Terms.

#### **H. Applicable Law and Dispute Resolution**

The Sites are operated and controlled by Capital Pride, Inc., from our office located in District of Columbia, United States. The Sites can be accessed from all U.S. states and from most countries around the world. These jurisdictions may have laws that differ materially from the laws of District of Columbia.

You hereby acknowledge and agree that the formation, interpretation, and performance of the User Agreement, and any disputes arising out of it, shall be governed by the substantive and procedural laws of District of Columbia, United States without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of United States. The exclusive jurisdiction and venue for actions related to the User Agreement shall be the district-level and federal courts located in District of Columbia, United States, and you hereby submit to the personal jurisdiction of such courts and waive any objection to personal jurisdiction, venue, and forum. You hereby waive any right to a jury trial in any proceeding arising out of or related to the User Agreement.





The United Nations Convention on Contracts for the International Sale of Goods does not apply to the User Agreement.

### **I. Limitation of Warranties**

UNLESS OTHERWISE EXPRESSED, CAPITAL PRIDE EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING—BUT NOT LIMITED TO—THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

By visiting the Sites and using the Services, you acknowledge and agree that the Sites and Services are provided “as is” and “as available.” This means that we do not represent or warrant that:

- the Sites or Services will meet your needs or requirements;
- your use of the Sites or Services will be timely, uninterrupted, confidential, secure, or error-free;
- the information you obtain by using the Sites or Services will be accurate or reliable; or
- any defects in the operation or functionality of the Sites or Services will be corrected or repaired.

You also acknowledge and agree that:

- you access and download content from the Sites at your own sole risk, and that we are not responsible for any damage to your computer or device, or loss of data, that may result; and
- no information or advice—whether oral or written, express or implied—that you obtain from us or by visiting the Sites or using the Services creates any kind of a guarantee, warranty, or condition other than those expressly stated in the User Agreement.

### **J. Limitation of Liability**

In conjunction with the above Limitation of Warranties, you acknowledge and agree that any claim you make against us and/or our directors, officers, managers, employees, and agents arising from your use of the Sites and Services will be limited to the amount you paid, if any, for products and services. To the full extent of applicable law, Capital Pride disclaims liability for any



direct, indirect, incidental, consequential, or exemplary damages that you may incur as a result of using the Sites and Services, or as a result of any data loss or corruption, loss of access, downtime, changes, or cancellation. Because some jurisdictions do not allow for the exclusion of damages, our liability in such jurisdictions will be limited to the greatest extent permitted by the law of such jurisdiction.

#### **K. Privacy**

We are committed to protecting your Personal Information, and have created a Privacy Notice that describes what Personal Information we collect about you, what we do with it, your choices, and our information privacy practices. The Privacy Notice, together with these TOU, is included in the User Agreement. Please read our entire Privacy Policy [here](#).

#### **L. Changes to The User Agreement**

We may update or change the User Agreement at any time, including as needed to comply with the law or to reflect Feedback. We will not notify you individually, but will post the updated TOU and/or Privacy Notice (with its effective date) on our Sites.

You are responsible for reviewing the TOU and Privacy Notice periodically and becoming familiar with any changes, which become part of the User Agreement as of the posted Effective Date. If you continue to visit the Sites and use the Services after the Effective Date, you accept and agree to follow and be bound by the revised User Agreement.

#### **M. Your Acceptance of These Terms**

By visiting the Sites and using the Services, you acknowledge that you have read the entire User Agreement, agree to all its terms and conditions, and agree to be bound by it. If you do not agree, you are not authorized to access the Sites or use the Services.

#### **N. Contact Us**

For questions about the User Agreement, please contact us at:



**Capital Pride Alliance**

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Washington, District of Columbia 20001

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**Telephone number:** (202) 719-5304