

TERMS OF USE

Please read these Terms of Use (“**TOU**”) carefully as they are a binding agreement between you and the Law Firm Antiracism Alliance (“**LFAA**” or “**we**” or “**us**” or “**our**”). This website, located at <https://www.lawfirmantiracismalliance.org/> (the “**Site**”), is owned and operated by LFAA. Your access to and use of the Site is subject to the TOU. If you do not agree to the TOU, you are not granted permission to access or otherwise use the Site. Your access to and use of this Site constitutes your acceptance of and agreement to abide by the TOU. The TOU may be modified by LFAA from time to time without advance notice by posting at this Site location and you will be bound by any such modified TOU if you continue to use this Site after such changes are posted. The date the TOU was last updated is stated at the end of this document. You are encouraged to review the TOU periodically for updates and changes. If you are using this Site on behalf of an entity, you represent that you are authorized to bind that entity to the TOU.

About LFAA and this Site

LFAA is an organization committed to leveraging the resources of the private bar in partnership with legal services organizations to amplify the voices of communities and individuals oppressed by racism, particularly anti-Black racism, to better use the law as a vehicle for change that benefits communities of color and to promote racial equity in the law. LFAA’s goal is simple: racial equity. Facilitating pro bono work is the primary mechanism by which we pursue this goal. The LFAA will facilitate the coordination of its alliance law firms to best enable legal services organizations and the LFAA to create large-scale, coordinated pro bono projects that are immediate and/or long-term in scope.

Submission of Projects

You can submit a legal services project that you believe meets the submission guidelines (a “**Project**”) by filling out the form on the Site. On the form you will be asked to provide your name, title, organization, email address, non-confidential Project description, and additional non-confidential information. Please ensure that your information is accurate and reliable. Please be mindful when submitting a Project that any information shared about that Project will not be considered privileged and may not be kept confidential. Please do not send confidential information to an alliance law firm unless that law firm has agreed to accept such information.

By submitting a Project, you represent and warrant that you have the right to submit such Project, which may contain the personal information of third parties, and that you have provided all notices and obtained all permissions and consents necessary and appropriate to provide such personal information to LFAA. Do not include any personal information in your Project that you are not authorized or permitted to include, such as sensitive personal information or personal information relating to the third party’s finances, health, race, ethnicity, religion, sexual orientation, trade union membership, or political affiliation. We will treat all personal information you provide in accordance with our Privacy Policy and Data Protection Addendum, both of which you acknowledge and accept as a condition to using the Site and submitting a Project. Your use of this Site, submitting a Project, or communicating with LFAA does not create an attorney-client relationship between you and LFAA or an alliance law firm.

By submitting a Project, you authorize us to reproduce, encode, store, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, and create derivative works of your Project in connection with our operation of the Site.

LFAA is not a referral service and will not match you with a lawyer. LFAA itself does not practice law or provide legal representation or advice. By submitting a Project, you are inviting alliance law firms to participate in or work on the Project, but LFAA cannot guarantee that any particular Project will be accepted by an alliance law firm. LFAA does not screen alliance law firms, does not endorse any alliance law firm, and makes no representation, guarantee or warranty (express or implied) as to the legal ability, competence, quality, or reliability of any legal services provided by any alliance law firm. Some sections of this Site may describe legal matters handled in the past by alliance law firms. The results for these matters depended upon a variety of factors, each unique to its own situation, and is not indicative of the success or outcome of any other case. LFAA does not supervise alliance law firms in undertaking any Project.

Until you and an alliance law firm agree on the terms of your engagement of that alliance law firm, you should not consider there to be an attorney-client relationship between you and that alliance law firm. Any Project accepted by an alliance law firm is an engagement of that law firm directly with you and does not involve LFAA or any other alliance law firm. Your relationship is solely with that alliance law firm and only that alliance law firm will owe you any duties. Whether that law firm is appropriate for your Project is within your sole discretion, and you acknowledge that there may be other law firms that are more appropriate for your Project that are not alliance law firms or that may not be willing to take on your Project. Each alliance law firm will be responsible to check for conflicts of interest, and such representation will commence once the alliance law firm agrees to undertake the representation and pursuant to an agreed engagement letter. The fact that an alliance law firm has undertaken your Project does not mean that any other alliance law firm is also working on, has any knowledge of, or has any responsibility for, your Project.

Review of Projects by Alliance Law Firms

If you are an alliance law firm, you must create an account and specify a password in order to use the Project bulletin board portion of the Site. To create an account, you must provide complete and accurate information, as requested on the account creation page. If your information changes at any time, please update your account to reflect those changes. You may not share your account with anyone else. Please keep your password confidential, and try not to use it on other websites. If you believe that your account has been compromised at any time, please notify us immediately.

Each alliance law firm agrees to abide by the terms of the Alliance Pledge and Acknowledgement Agreement in connection with accessing or using the Site (including without limitation its bulletin board features), considering whether to undertake representation in a Project, and undertaking any actual representation. In the event of any conflict between this TOU and the terms of the Alliance Pledge and Acknowledgement Agreement that an alliance law firm has signed, the terms of the Alliance Pledge and Acknowledgement Agreement shall control.

Age Requirements

Features and functions of LFAA's Site that collect personally identifying information are intended solely for users who are 18 years of age or older. Any submission of personally identifying information, such as a name and/or e-mail address, by anyone under 18 is unauthorized.

If you reside, work, or view the Site in a jurisdiction that would restrict the use of the Site – or any of the functionalities or features offered via the Site – because of age, or restricts the ability to enter into contracts such as this one due to age, you must abide by such age limits and you must not use the Site if you are not permitted to do so by such local jurisdiction.

Use of the Site

We may establish written policies for your use of the Site, and those policies will be published in this section. You must abide by those policies, and if you fail to do so, we reserve the right to take down your Project, terminate and remove your account or limit your access to it, and take appropriate legal actions. We may update those policies from time to time.

You agree not to, and not to allow third parties to, use the Site:

- To make comments that are threatening, knowingly false, or unlawful; or to engage in or promote harassment, hate, violence, discrimination or personal attacks;
- To impersonate any person or entity or create a false identity on the Site;
- To harass, threaten, stalk, embarrass or cause distress, unwanted attention or discomfort to any user of the Site;
- To disseminate or transmit "spam," unsolicited messages, chain letters, advertisements, solicitations, or other unsolicited commercial communications, including (but not limited to) communications describing investment opportunities;
- To post material that infringes a copyright, trademark or patent right, trade secret, privacy, publicity or other legal right of any person or any corporation, institution, or other entity;
- To knowingly disseminate or transmit viruses, Trojan horses, worms, defects, date bombs, time bombs, hoaxes, corrupted files, malware, ransomware, spyware, or other items of a destructive nature or any other malicious code or program;
- To knowingly access or use the Site in any manner that could damage or overburden any of our servers, or any network connected to any of our servers;
- To use the Site or take any action in any manner that would violate any laws, infringe on anyone's rights, interfere with any other party's use of or circumvent any aspect of the Site; or
- To implement any measures to circumvent us blocking you from accessing the Site.

Using our Site does not give you ownership of any intellectual property rights to the content you access. You may not use content from our Site unless you obtain permission from us or its owner, or unless you are otherwise permitted by law.

When you use the Site or send communications to us through the Site, you are communicating with us electronically. You consent to receive electronically any communications related to your use of the Site. We may communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from us intended for receipt by you shall be deemed delivered and effective when sent to the email address you provide to us. Please note that by submitting a Project, creating an account or otherwise providing us with your email address, postal address or phone number, you are agreeing that we, our agents, or alliance law firms may contact you at that address or phone number in a manner consistent with our Privacy Policy.

Changes

We may modify the TOU from time to time. The most current version of the TOU will be located at <https://www.lawfirmantiracismalliance.org/lfaacharter/termsOfUse>. You understand and agree that your access to or use of the Site is governed by the TOU effective at the time of your access to or use of the Site. If we make material changes to the TOU, we will notify you by email, by posting notice on the Site, or any other reasonable method. We will also indicate at the end of this document the date that such changes were last made. You understand and agree that your continued access to or use of the Site after the effective date of changes to the TOU represents your acceptance of such changes. If you don't like any changes, you can stop using the Site at any time.

Links To Third-Party Websites/Materials/Content

The Site may contain links to other websites not operated or controlled by us, including social media services ("Third Party Sites"). The information that you share with Third Party Sites will be governed by the specific privacy policies and terms of service of the Third Party Sites and not by these Terms of Use. By providing these links we do not imply that we endorse or have reviewed these Third Party Sites and we are not responsible for the information practices of such Third Party Sites. Please contact the Third Party Sites directly for information on their terms of use and privacy practices and policies.

Service Provided In United States; Compliance With Laws

The Site is hosted in the United States. If you are a non-U.S. user of the Site, by visiting the Site you agree to comply with all applicable federal and state U.S. laws. Without limiting the generality of the foregoing, if you are a user, you agree to obtain and comply with all conditions of any registrations, permits, licenses, consents or permissions that you are required to hold in order to utilize the Site and any related services, and you shall immediately notify us if any such registration, permit, license, consent or permission is terminated or revoked.

We make no representations that the Site and any and all information contained therein, is available or legal in any particular location. This Site is not intended for access or use by any

person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject LFAA to any registration requirement within such jurisdiction or country. You hereby acknowledge and agree that you are choosing to access the Site on your own initiative and that you are responsible for compliance with all applicable international, federal, state, local and any other applicable laws, statutes, ordinances and regulations regarding your use of the thereof.

General Disclaimer

YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. ALL CONTENT, RESOURCES, MATERIALS, AND OTHER INFORMATION PROVIDED VIA THE SITE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, AND LFAA EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT THERETO, WHETHER IMPLIED, EXPRESS, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, SATISFACTORY QUALITY, QUIET ENJOYMENT AND ACCURACY. LFAA MAKES NO WARRANTY THAT THE SITE, CONTENT, MATERIALS OR ANY OTHER INFORMATION IS ACCURATE, TIMELY, UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, OR THAT ANY SUCH PROBLEMS WILL BE CORRECTED.

Limitation Of Liability

IN NO EVENT WILL LFAA BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR OTHER DAMAGES RELATED TO LOSS OF USE, LOSS OF INCOME, LOSS OF PROFITS OR REVENUE, LOSS OF GOODWILL OR REPUTATION, DAMAGE TO OR CORRUPTION OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SITE (OR INABILITY TO USE THE SITE) OR ANY OTHER MATERIALS, RESOURCES, OR INFORMATION CONTAINED IN OR ACCESSED THROUGH THE SITE, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM LFAA, EVEN IF LFAA HAS BEEN ADVISED OF THE POSSIBILITIES OF THOSE DAMAGES. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SITE IS PREDICATED UPON YOUR WAIVER OF ANY RIGHT TO SUE LFAA AND ITS AFFILIATES DIRECTLY OR TO PARTICIPATE IN A CLASS ACTION SUIT FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR USE OF THE SITE.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Indemnification

When you submit a Project you agree that LFAA shall not be liable for, and you agree to indemnify and hold LFAA harmless for, damages, costs, liabilities, losses, expenses, fees (including attorneys' fees), fines, or judgments of any kind (including, without limitation, any

direct, indirect, incidental, special, consequential, punitive, or exemplary damages), including, without limitation, damages arising out of or relating to (1) LFAA's provision of this Site, (2) any advice, information, or services provided to you by any alliance law firm with whom you make contact through this Site, or (3) your submitting of a Project.

You agree to defend, indemnify, and hold harmless LFAA, its affiliates, its contractors, and all of its and their respective directors, officers, employees, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, accountants, and attorneys from and against any and all suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including, without limitation, attorneys' fees and litigation expenses) relating to or arising from (1) your use of this Site (including any Project you submit through the Site), (2) any advice, information, or services provided to you by any alliance law firm with whom you make contact through this Site, (3) your fraud or violation of law, or (4) your willful misconduct or your breach of the TOU as stated herein.

Severability/Waiver

If any provision(s) of the TOU is deemed unlawful, void or for any reason unenforceable, then such provision(s) shall be deemed severable from the TOU and shall not affect the validity and enforceability of any remaining provisions. No waiver or failure to enforce the TOU shall be deemed a further or continuing waiver of any other term or condition.

Governing Law And Jurisdiction

Any disputes or controversy that may arise in connection with this TOU or access or use of the Site shall be governed by and construed in accordance with the domestic laws of the State of New York, without regard to conflict of laws principles, and any proceeding that may arise concerning the TOU shall be brought exclusively in the federal and state courts of the State of New York located in the Borough of Manhattan.

YOU AND LFAA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and LFAA agree, no judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

Privacy

Any personal data you provide in connection with your registration and use of the Site will be governed by the TOU and our Privacy Policy. Available at <https://www.lawfirmantiracismalliance.org/lfaa charter/showPrivacyPolicy>, our Privacy Policy describes the details of LFAA's information practices and procedures for personal information we collect on this Site. Our Privacy Policy is incorporated into and made part of these Terms of Use by this reference. We strongly urge you to read our Privacy Policy prior to providing us any personal information.

Questions and Comments

If you have any questions about these Terms of Use, please contact us at brenna.devaney@probonolaw.com

Effective Date: March 12th, 2021