



D.A.R.E. America Privacy Policy and Terms of Site Use

1. Your Acceptance

WELCOME TO THE WEBSITE (THE "SITE") OPERATED BY D.A.R.E. AMERICA ("D.A.R.E.", also "we" "our" and "us").

BY USING OR VISITING THIS WEBSITE, ALL VISITORS ("YOU" AND "YOUR") SIGNIFY YOUR AGREEMENT TO

- (1) THE TERMS AND CONDITIONS EXPRESSED ON THIS WEBPAGE;
- (2) OUR PRIVACY POLICY FOUND AT <https://dare.org/d-a-r-e-america-privacy-policy>;
- (3) ALL OTHER TERMS REFERENCED HEREIN.

IF YOU DO NOT AGREE TO ANY OF THESE TERMS, DO NOT USE THIS WEBSITE.

If you are using the Site on behalf of any entity, you represent that you are authorized to accept these Site Terms on such entity's behalf, and that such entity agrees to indemnify you and D.A.R.E. for violations of these Terms.

D.A.R.E. may, at its sole discretion, modify or revise these Site Terms and policies at any time, and you agree to be bound by such modifications. Any modifications will be effective immediately upon posting of the revisions on the Site, and you waive any right you may have to receive specific notice of such modifications. Your continued use of this Site following the posting of changes or modifications will confirm your acceptance of such changes or modifications. Therefore, you should periodically review the Site Terms and applicable policies from time-to-time to understand the terms and conditions that apply to your use of the Site.

If you have a question regarding the use of the Site, please direct questions or comments about the Site or its contents to contact@DARE.org.

2. Privacy Policy

Please review our Privacy Policy at <https://dare.org/d-a-r-e-america-privacy-policy/> or information on how D.A.R.E. collects, uses and discloses personally identifiable information from its users.

3. General Use of the Site — Permissions and Restrictions

- 1) The Site and all content and materials on the Site, including the D.A.R.E. logo, and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, the "Site Materials") are owned by or licensed to D.A.R.E. and are protected by copyright, trademark and other intellectual property rights under the law.
- 2) D.A.R.E. hereby grants you permission to access and use the Site Materials and electronically copy, and print to hard copy portions of the Site Materials for your informational, non-commercial and personal use only.
- 3) Such permission granted is subject to these Site Terms and does not include: (a) any resale or commercial use of the Site or the Site Materials therein; (b) the distribution, public performance or public display of any Site Materials; (c) modifying or otherwise making any derivative uses of the Site and the Site Materials, or any portion thereof; (d) use of any data mining, robots or similar data gathering or extraction methods; (e) downloading (other than the page caching) of any portion of the Site, the Site Materials or any information contained therein, except as expressly permitted on the Site; or (f) any use of the Site or the Site Materials other than for its intended purpose.

- 4) Any use of the Site or the Site Materials other than as specifically authorized herein, without the prior written permission of D.A.R.E., is strictly prohibited and will terminate the permission granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes.
- 5) D.A.R.E. retains the right to restrict use of the Site in any manner it deems appropriate.
- 6) No Commercial Activity; Third-Party Products and Services

This Site is solely for furthering the nonprofit mission of D.A.R.E. AMERICA. No advertisements or promotions of a commercial nature for products or services are permitted on the Site and you agree not to post such content.

5. **Copyright Complaints**

If you believe that anything on the Site infringes upon any copyright which you own or control you may submit a notification of such infringement to:

D.A.R.E.America
P.O. Box 512090
Los Angeles, CA 90051

OR

contact@DARE.org

OR

CALL 1-800-223-3273 x 409

Please see 17 U.S.C. §512(c)(3) for the requirements of a proper notification. You should note that if you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

6. **Trademarks**

D.A.R.E. America along with other D.A.R.E. logos and any other D.A.R.E. service name or slogan contained in the Site are trademarks of D.A.R.E., and/or its affiliates and may not be copied, imitated or used, in whole or in part, without the prior written permission of D.A.R.E.. You may not use any metatags or any other "hidden text" utilizing the marks or any other name, trademark or product or service name of D.A.R.E. without our prior written permission. In addition, the look and feel of the Site, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of D.A.R.E. and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and names or logos mentioned in the Site are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

7. **Content Provided by D.A.R.E. America**

Photos, videos, stories and other content provided by D.A.R.E. are owned by D.A.R.E. and protected by U.S. and international copyright laws. Except as otherwise stated within the Site, you may not reproduce or use them without written permission from D.A.R.E..

8. **Your Conduct**

You agree that you are solely responsible for your conduct while on the Site and the Service, and you agree that you will not do any of the following in connection with the Site or its users:

- 1) Use the Site in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Site or that could damage, disable, overburden or impair the functioning of the Site in any manner;

- 2) Copy, modify, publish or otherwise distribute any text, logo, graphic, sound, image, photograph or Software published on or underlying the Site without the prior express written permission of D.A.R.E.;
- 3) Alter, modify, copy, distribute (for compensation or otherwise), transmit, display, perform, reproduce, reuse, post, publish, license, hyperlink to, promote, frame, download, cache, store for subsequent use, create derivative works from, transfer, or sell any information or Site Materials displayed on or obtained from the Site, in any manner, without your receipt of the prior written authorization of D.A.R.E.;
- 4) Resell, decompile, reverse engineer, disassemble, or otherwise convert the software underlying the Site to a human perceivable form;
- 5) Copy or imitate, in whole or in part (except as specifically stated on the Site or in these Terms), information on the Site, the design and layout of the Site, the Site Materials;
- 6) Use the Site or the Service for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity, or any activity that violates these Terms of Use; or
- 7) Circumvent or attempt to circumvent any filtering, security measures or other features

D.A.R.E. takes no responsibility and assumes no liability for any user conduct.

Enforcement of the user conduct rules in these Site Terms is solely at D.A.R.E.'s discretion, and failure to enforce such rules in some instances does not constitute a waiver of our right to enforce the rules in other instances. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Site will not contain any content that is prohibited by such rules.

9. User Representations and Warranties

By using this Site, you represent and warrant that you are 18 years of age or older or have received parental consent and supervision when using the Site and that your use of the Site does not violate any applicable law or regulation.

10. Hyperlinks

You are granted a limited, non-exclusive right to create a text hyperlink to the Site for noncommercial purposes, provided such link does not portray D.A.R.E. or any of its products and services in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a D.A.R.E. logo or other proprietary graphic of D.A.R.E. to link to this Site without the express written permission of D.A.R.E.. Further, you may not use, frame or utilize framing techniques to enclose any D.A.R.E. trademark, logo or other proprietary information, including the images found at the Site, the content of any text or the layout/design of any page or form contained on a page on the Site without D.A.R.E.'s express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or proprietary right of D.A.R.E. or any third party.

D.A.R.E. makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third-party Web sites accessible by hyperlink from the Site, or Web sites linking to the Site. D.A.R.E. provides these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by D.A.R.E. of any site or any information contained therein. When you leave the Site, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site.

11. Third-Party Content

D.A.R.E. may provide third party content on the Site and may provide links to Web pages and content of third parties (collectively the "Third Party Content") as a service to those interested in

this information. D.A.R.E. does not control, endorse or adopt any Third Party Content and makes no representation or warranties of any kind regarding the Third Party Content, including without limitation regarding its accuracy or completeness. You acknowledge and agree that D.A.R.E. is not responsible or liable in any manner for any Third Party Content and undertakes no responsibility to update or review any Third Party Content. Users use such Third Party Content contained therein at their own risk.

12. Submission of Suggestions and Ideas to D.A.R.E. by Site Users

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site (“Submissions”), provided by you to D.A.R.E. are non-confidential and shall become the sole property of D.A.R.E.. D.A.R.E. shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these submissions for any purpose, without acknowledgement or compensation to you.

13. User Data; Security

In consideration of your use of the Site, you agree to (a) provide accurate, current and complete information about you as may be prompted by any forms on the Site (“User Data”); (b) maintain and promptly update the User Data, and any other information you provide to D.A.R.E., to keep it accurate, current and complete (this can be accomplished by contacting D.A.R.E. at contact@DARE.org or toll free at 1-800-223-3272); and (c) accept all risks of unauthorized access to the User Data and any other information you provide to D.A.R.E..

14. Indemnification

You agree to defend, indemnify and hold harmless D.A.R.E., its independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys’ fees) including without limitation any actual or threatened suit, demand or claim made against D.A.R.E. and/or its independent contractors, service providers, employees, directors or consultants, arising out of or relating to arising out of or related to your conduct, your violation of these Site Terms or your violation of the rights of any third party.

15. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY D.A.R.E., THE SITE AND THE SITE MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. D.A.R.E. DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SITE, INCLUDING THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN. D.A.R.E. DOES NOT REPRESENT OR WARRANT THAT MATERIALS IN THE SITE OR THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. D.A.R.E. DOES NOT REPRESENT OR WARRANT THAT THE SITE OR ITS SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. D.A.R.E. DOES NOT WARRANT OR REPRESENT THAT YOUR USE OF THE SITE MATERIALS WILL NOT INFRINGE RIGHTS OF THIRD PARTIES.

D.A.R.E. IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO TEXT OR PHOTOGRAPHY. WHILE D.A.R.E. ATTEMPTS TO MAKE YOUR ACCESS AND USE OF THE SITE SAFE, D.A.R.E. CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SITE OR ITS SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD.

D.A.R.E. reserves the right to change any and all content contained in the Site and to modify, suspend or discontinue the Site or any features or functionality of the Site at any time without notice and without obligation or liability to you. Reference to any products, services, processes

or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by D.A.R.E..

16. **LIMITATION OF LIABILITY**

IN NO EVENT SHALL D.A.R.E., ITS DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS 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 OR INABILITY TO USE THE SITE, THE CONTENT OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SITE, EVEN IF THERE IS NEGLIGENCE BY D.A.R.E. OR D.A.R.E. IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES; THIS SHALL INCLUDE WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY YOU ON ANY INFORMATION OBTAINED FROM D.A.R.E., OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO D.A.R.E.'S RECORDS, PROGRAMS OR SERVICES. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SITE IS PREDICATED UPON YOUR WAIVER OF ANY RIGHT TO SUE D.A.R.E. AND ITS AFFILIATES AND TO PARTICIPATE IN ANY CLASS ACTION SUIT FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR USE OF THE SITE.

17. **Arbitration**

Any controversy or claim arising out of or relating to use of the Site shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association to be heard and adjudicated by one arbitrator to be mutually chosen by you and D.A.R.E.. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Los Angeles, California, and claims regarding the judgment of the arbitrator (including entry of judgment on the arbitration award) may be brought and shall be subject to the exclusive jurisdiction of the State and federal courts located in Los Angeles, California, and you waive any jurisdictional, venue, or inconvenient forum objections to such courts. Either you or D.A.R.E. may seek any interim or preliminary relief from a state or federal court of competent jurisdiction in Los Angeles, California, as may be necessary to protect the rights or property of you or D.A.R.E. pending the completion of arbitration.

18. **Recurring Donations**

Purpose. D.A.R.E. conducts a scholarship program (D.A.R.E. America National Scholarship Award) in an effort to increase the affordability and accessibility of college for today's youth (the "Program"). Each year the Program selects students who live and uphold the ideals of D.A.R.E. as recipients. These recipients receive a stipend towards their college education. For more details about the Program and biographies of past recipients please visit <https://www.dare.org/scholarship>. In order to increase the number of children D.A.R.E. is able to help attend college through the Program D.A.R.E. has chosen to allow donors, such as yourself, the opportunity to support this initiative with recurring monthly donations of \$10.00 per month, unless another amount is specified by the donor, and will automatically renew each month for that amount until cancel in accordance with these Terms and Conditions.

Renewal Terms. By electing to contribute recurring monthly donations (your agreement to make the Donations on a recurring basis, a "Donation Subscription" and each individual Donation made in connection with a Donation Subscription, a "Donation Installment), you, hereby acknowledge that **DONATION SUBSCRIPTIONS AUTOMATICALLY RENEW AND HAVE A RECURRING PAYMENT FEATURE, AND UNLESS AND UNTIL YOU**

CANCEL THE AUTO-RENEWAL OF THE DONATION SUBSCRIPTION, WHICH CAN BE DONE THROUGH THE SITE OR BY CONTACTING D.A.R.E. USING THE METHODS IDENTIFIED BELOW, ANY DONATION SUBSCRIPTIONS YOU HAVE SIGNED UP FOR WILL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE ONE MONTH PERIODS.

Consent to Charges. In connection with your Donation Subscription(s), you

- (1) authorize D.A.R.E. to charge your credit card or other payment instrument in the amount of the applicable Donation Installment(s), which is stated on the receipt provided to you upon enrollment, on a monthly basis until you cancel such monthly payment(s) by opting out of the Donation Subscription(s) (as described below),
- (2) accept responsibility for payment of all Donation Installments occurring prior to the date of cancellation and
- (3) agree to promptly update your billing information with any changes (for example, any changes related to your credit card or payment instrument, such as a change in your billing address or credit card expiration date).

Changes and Cancellation. You may make changes to or cancel your Donation Subscription at any time by phone, email or post. To make changes to or cancel your Donation Subscription please use one of the following methods:

Phone

- You may call Toll-Free at 1-800-223-3273 and request changes or cancellation.
- If available, have your receipt and the date and location of your initial enrollment available.

Post

- Mail an envelope with your name, address, email, phone number and a request for changes or cancellation to D.A.R.E. America P.O. Box 512090, Los Angeles, CA 90051.
- If available, please include a copy of your receipt, and the approximate date and location of your initial enrollment.

Email

- Email recurringdonations@dare.org and request changes or cancellation. Please include “Donation Subscription Cancellation” in the subject line and body of the message.
- If available, please include a copy of your receipt and the approximate date and location of your initial enrollment.

Via Website

- Visit <https://www.dare.org/recurringdonations/> and complete the online form to cancel your Donation Subscription.

Changes to or cancellation of Donation Subscriptions or Donation Installments will apply only to Donation Installments that take place after D.A.R.E. **receives** notice of such change or cancellation. D.A.R.E. does not provide refunds of any amounts received in connection with previously made Donation Installments. Additionally, by enrolling in any Donation Subscriptions, you acknowledge and agree for any and all such Donation Subscriptions that (1) you are responsible for the ongoing maintenance and operation of Donation Subscriptions and each Donation Installment is your sole responsibility and subject to your sole discretion; (2) individual Donation Installments are tax deductible in accordance with applicable law.

Your failure to cancel a Donation Subscription reaffirms that D.A.R.E. is authorized to charge your credit card or payment instrument of the Donation Subscription in accordance with these Terms.

Declined Credit Card Charges. In the event your credit card payment or other payment instrument is declined due to a hard decline code D.A.R.E. will notify you of the decline and request that you either update your payment information or provide a new payment method. In the event your credit card payment or other payment instrument is declined due to a soft decline code D.A.R.E. will re-submit your payment information after waiting three (3) to six (6) business

days. If, after a subsequent attempt, your credit card is declined then D.A.R.E. will contact you to notify you of the decline and request that you either update your payment information or provide a new payment method.

Privacy Policy. D.A.R.E. America values your privacy. We make every effort to protect your privacy and follow all applicable laws. D.A.R.E. America's Privacy Policy explains what information we collect from you and how we use, store, and process that information. D.A.R.E.'s full privacy policy can be found here: <https://dare.org/d-a-r-e-america-privacy-policy>.

By electing to make monthly recurring donations you acknowledge that you have read, understood, and agree to the terms of our Privacy Policy, and you agree that we may use the data we collect from you in accordance with the terms of our Privacy Policy. If you have any questions regarding our privacy policy, please contact us at contact@DARE.org.

The following are some important items to note from our Privacy Policy that apply to the information you provide to facilitate your Donation Subscription:

- When you enroll to make recurring monthly donations we require you to provide information, which includes your full name, phone number, home address and email address ("Contact Information").
- In order to facilitate your recurring donation, we also ask that you provide at the time of enrollment your credit card or other payment instrument information ("Payment Information")
- To facilitate your Donation Subscription, your Contact Information and Payment Information may be collected and stored by D.A.R.E., its professional fundraisers, and/or its payment processor(s).
- We do not sell or give your Contact Information to companies for their own marketing purposes without your permission. We do use Contact Information, however, to contact you, and to provide you with information related to your Donation Subscription or D.A.R.E. events, activities or opportunities to donate we think you may be interested in. We store and use your Payment Information solely to process each Donation Installment pursuant to your Donation Subscription.

19. **General Terms**

Applicable Law and Venue. These Site Terms and your use of the Site shall be governed by and construed in accordance with the laws of the State of California, applicable to agreements made and entirely performed within the State of California, without resort to its conflict of law provisions. Disputes relating to these Terms shall be resolved solely by binding arbitration in accordance with the Section 20 of these Terms.

Termination. Notwithstanding any of these Site Terms, D.A.R.E. reserves the right, without notice and in its sole discretion, to terminate your license to use the Site, and to block or prevent your future access to and use of the Site.

Severability. If any provision of these Site Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Site Terms and shall not affect the validity and enforceability of any remaining provisions.

20. **Questions and Contact Information**

Questions or comments about the Site may be directed to D.A.R.E. at the email address contact@DARE.org or by calling us at 1-800-223-3273.

These Terms of Use are effective as of March 15, 2018.