

Terms of Use

Effective Date / Last Updated: May 2024

These Terms of Use (“**Terms**”) govern your access to and use of the website www.projectunloaded.org, www.yousnug.com, and any other websites affiliated with us (“**Site**”), made available to you by Project Unloaded, Inc., a 501(c)(3) public charity formed under the laws of Delaware (“**Project Unloaded**,” “**we**,” “**us**,” or “**our**”).

BY ACCESSING OR USING THE SITE, YOU (“YOU”) AGREE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND OUR PRIVACY POLICY, WHICH IS INCORPORATED INTO THESE TERMS BY THIS REFERENCE. IF YOU DO NOT AGREE WITH THESE TERMS OR OUR PRIVACY POLICY, DO NOT ACCESS OR USE THE SITE.

We may modify these Terms at any time. All changes will be effective immediately upon posting to the Site. Material changes will be conspicuously posted on the Site or otherwise communicated to you. For that reason, we recommend that you review these Terms periodically to review changes made to these Terms. By using the Site after changes are posted, you agree to those changes.

- 1. Privacy Policy.** We may collect certain information about you and about your use of the Site as described in our [Privacy Policy](#), which is incorporated into these Terms. The Privacy Policy describes our information collection, use, and disclosure practices. If you do not agree to any terms in our Privacy Policy, do not access or use the Site.
- 2. Content.** The Site, including its text, audio, video, graphics, charts, photographs, interfaces, icons, software, computer code, data, trademarks, logos, slogans, documentation, other components and content, and the design, selection, and arrangement of content, and all intellectual property rights in the foregoing (collectively, the “**Content**”) are exclusively the property of Project Unloaded or, as applicable, its vendors or licensors. Except for the rights expressly granted to you in the next section, Project Unloaded reserves all other rights in and to the Site and Content, including all intellectual property rights.
- 3. User Content.** To the extent offered through Project Unloaded, you may be able to upload comments, photographs, or other content, and related information, such as your name or email address (collectively, “**User Content**”). User Content may be publicly available, and we cannot limit how others may use such User Content. You hereby grant us a non-exclusive, royalty-free, worldwide, perpetual, transferable, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, sell, assign, translate, create derivative works from, distribute and display any User Content in whole or in part, as well as your name and other identifying information, including without limitation any social media identifier, handle, profile picture, image, likeness, posts, statements or other information available or provided by you, in any form, media, or technology, whether now known or hereafter developed in connection with Project Unloaded marketing, advertising and promotional activities referred to above.

By contributing User Content, you agree that:

- You are at least 18 years old;
- You own, control, or otherwise have the rights to such User Content;

- Your User Content does not infringe or violate the rights of any third parties;
 - Your User Content does not violate any law or regulation;
 - Your User Content does not impersonate someone;
 - Your User Content does not contain unlawful, harmful, obscene, or pornographic content;
 - Your User Content does not contain spam, viruses, or malicious script; and
 - Your User Content does not advocate, encourage, or assist any third party in doing any of the foregoing.
4. **Use Rights.** Under these Terms, we hereby grant you a limited, non-exclusive, non-transferable, revocable license to access and use this Site and to download and print copies of any Project Unloaded Content on any webpage to which you have properly gained access, only if you do not remove, modify or obscure any copyright, trademark, or other proprietary notices from such Content. The foregoing license does not include use of any data mining, robots or similar data gathering or extraction methods. We may revoke this license at any time and for any reason without notice.

You may only use the Site or Content for your personal, non-commercial use in the United States, so long as you comply with these Terms, the Privacy Policy, all other terms posted throughout the Site as applicable to you (if any), and all applicable laws. You may only use the Site and the Content for their intended purposes for which they are made available to you by Project Unloaded.

The presence of any Project Unloaded Content on this Site does not constitute a waiver of any right to such Project Unloaded Content. You do not acquire ownership rights to any such Project Unloaded Content viewed through this Site. Subject to your compliance with these Terms, we will permit you to access and use the Site solely for lawful purposes and only in accordance with these Terms.

5. **Use of Marks.** Project Unloaded owns certain trademarks, names, logos, insignia, or service marks (“Marks”). You do not have the right to use any Marks except as expressly agreed to in writing by Project Unloaded. In addition, the Site may contain third-party marks and third-party copyrighted materials, which are the property of their respective owners. Nothing in these Terms grants to you any rights in or to those third-party marks or materials without such third-party's consent.
6. **Intellectual Property Rights.** The Site and Content are protected by copyright, trademark, and other intellectual property laws. Any unauthorized use of any trademarks, trade dress, copyrighted materials, or any other intellectual property belonging to Project Unloaded or any third party is strictly prohibited and may be prosecuted to the fullest extent of the law.
7. **Compliance with Laws.** In connection with your access to and use of the Site, you are responsible for complying with all applicable laws, regulations, and rules of all relevant jurisdictions, including all applicable rules regarding online conduct.
8. **Children's Information.** The Site is not directed at children under the age of thirteen (13) years old. If you are under thirteen (13) years old, you must immediately stop using the Site.
9. **Restrictions on Your Use of the Site.**

When you access the Site, whether on behalf or that of a third party:

- You will not copy, duplicate, sell, publish, post, license, rent, distribute, modify, translate, adapt, reverse-engineer, or create derivative works of the Site or Content without Project Unloaded's prior written consent;
- You will not use the Site for unlawful purposes;
- You will not submit inaccurate, incomplete, or out-of-date information via the Site, commit fraud or falsify information in connection with your use of the Site;
- You will not engage in data mining or similar data gathering or extraction activities from the Site;
- You will not use the Site to harvest email addresses, names, or other information of the users of the Site or to spam other users of the Site;
- You will not access, use, or copy any portion of the Site or Content, through the use of indexing agents, spiders, scrapers, bots, web crawlers, or other automated devices or mechanisms;
- You will not use the Site to post, transmit, input, upload, or otherwise provide any information or material that contains any viruses, worms, Trojan horses, malware, ransomware, adware, or other harmful computer code that may disable, damage, impair, or otherwise interfere with the Site, the servers used to make the Site available, or any other network, computers, hardware, software or systems;
- You will not engage in activities that aim to render the Site or associated services inoperable or to make their use more difficult;
- You may not frame, mirror, or circumvent the navigational structure of any part of the Site;
- You may not upload, distribute, transmit, or post anything to or through the Site that: (i) is fraudulent, libelous, obscene, pornographic, indecent, violent, offensive, hate speech, harassing, threatening, defamatory, harms another person, or the like; (ii) invades the privacy of another or includes the confidential or proprietary information of another; or (iii) is protected by intellectual property rights without the express prior written consent of the owner of such intellectual property rights;
- You may not engage in any conduct while using the Site that Project Unloaded considers inappropriate, unauthorized, or contrary to the intended purpose of the Site; and
- You may not access (or attempt to access) areas or features of this Site for which you do not have the proper authorization.

10. Feedback and Other Content Submitted By You. If you submit comments or feedback to us regarding the Site or its Content, or any other comments, questions, requests, content or information ("**Feedback**"), we may use any comments and feedback that you send us in our discretion and without attribution or compensation to you. You hereby agree that you grant Project Unloaded with ownership of the Feedback you submit to Project Unloaded.

11. Social Media. Links to Project Unloaded's social media pages (e.g. Facebook, Twitter, LinkedIn, Instagram, and Snapchat) are included on the Site ("**Social Media Pages**"). Because anyone may post or tag on Social Media Pages, posts do not necessarily reflect Project Unloaded's views. We reserve the right to remove anything from our Social Media Pages, in our sole discretion. We may also take steps to block users from access to our Social Media Pages who violate these Terms. If we follow, like, re-tweet, favorite, share, or re-post an individual's content on our Social Media Pages, that is not an endorsement of that third party or any service or company they represent. **YOUR USE OF THIRD-PARTY SITES OR SERVICES IS AT YOUR OWN RISK.**

12. NO WARRANTY. THE SITE AND CONTENT ARE PROVIDED “AS IS,” “AS AVAILABLE,” AND WITHOUT ANY WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROJECT UNLOADED EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SITE AND CONTENT, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM STATUTE, SUCH AS COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE.

PROJECT UNLOADED MAKES COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT ALL CONTENT ON THE SITE IS ACCURATE AND RELIABLE, BUT NEITHER ACCURACY NOR RELIABILITY ARE GUARANTEED. PROJECT UNLOADED DOES NOT WARRANT OR GUARANTEE THE QUALITY, COMPLETENESS, TIMELINESS, OR AVAILABILITY OF THE SITE OR CONTENT. PROJECT UNLOADED DOES NOT WARRANT OR GUARANTEE THAT THE SITE OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS IN THE SITE OR CONTENT WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL CONDITIONS OR COMPONENTS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT WARRANT OR ENDORSE ANY THIRD-PARTY CONTENT.

13. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PROJECT UNLOADED OR ITS DIRECTORS, OFFICERS, OWNERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, CONSULTANTS, VOLUNTEERS, AGENTS, SUPPLIERS, ATTORNEYS OR LICENSORS (TOGETHER, “PROJECT UNLOADED PARTY(IES)”) BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE, ARISING OUT OF OR IN CONNECTION WITH THE SITE OR CONTENT, OR YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE OR CONTENT, OR ANY LOSS OR DAMAGE DUE TO VIRUSES THAT MAY AFFECT YOUR COMPUTER EQUIPMENT, SOFTWARE, DATA OR OTHER PROPERTY ON ACCOUNT OF YOUR USE OF THE SITE OR CONTENT, REGARDLESS OF THE FORM OF ACTION, WHETHER THE CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, OR OTHERWISE, AND EVEN IF A PROJECT UNLOADED PARTY HAS EXPRESS KNOWLEDGE OF THE POSSIBILITY OF THE LOSS OR DAMAGE.

YOU AGREE THAT WE WOULD NOT ENTER INTO THESE TERMS OF USE WITHOUT THESE LIMITATIONS ON OUR LIABILITY. YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP ACCESSING AND USING THE SITE OR CONTENT.

WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE PROJECT UNLOADED PARTIES ARISING OUT OF OR IN CONNECTION WITH THE SITE OR CONTENT, OR YOUR ACCESS TO OR USE OF, OR

INABILITY TO ACCESS OR USE, THE SITE OR CONTENT EXCEED \$100 U.S.D., EVEN IF ANY REMEDY PROVIDED FAILS OF ITS ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

- 14. INDEMNIFICATION. YOU SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE PROJECT UNLOADED PARTIES FROM AND AGAINST ALL LOSSES, CLAIMS, LIABILITIES, DEMANDS, COMPLAINTS, ACTIONS, DAMAGES, JUDGMENTS, SETTLEMENTS, FINES, PENALTIES, EXPENSES, AND COSTS (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) THAT ARISE OUT OF OR IN CONNECTION WITH (A) YOUR VIOLATION OF APPLICABLE LAWS, (B) YOUR MISUSE OF THE SITE OR ANY CONTENT, (C) YOUR BREACH OF THESE TERMS OR ANY OTHER TERMS ON THE SITE. WE RESERVE, AND (D) ANY OTHER MATTER RELATING TO PROJECT UNLOADED AND YOU GRANT TO US, THE EXCLUSIVE RIGHT TO ASSUME THE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU (SUBJECT TO YOUR CONTINUING INDEMNIFICATION).**
- 15. Notice For California Users.** Under California Civil Code Section 1789.3, California users of our Site are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.
- 16. Third-Party Websites and Content.** The Site may link to, or be linked to, websites not maintained or controlled by Project Unloaded. Those links are provided as a convenience to the visitors of our Site. Project Unloaded is not responsible for examining or evaluating the content or accuracy of third-party websites linked through the Site. Project Unloaded does not warrant or endorse any third-party website or any products or services made available through those websites. When leaving the Site, it is the terms and privacy policy of that third party that govern your use of the third-party site (and such third-party's use of your personal information), not these Terms.

The Site may also contain certain third-party Content. We provide third-party content for your convenience, not as an endorsement. The presence of third-party Content does not mean that Project Unloaded has reviewed the third-party Content or that there is any association between Project Unloaded and any third party. You access third-party Content at your sole risk. Project Unloaded has no responsibility for any third-party Content. Nothing in these Terms grants you any rights to any third-party Content.

YOUR USE OF THIRD-PARTY SITES OR CONTENT IS AT YOUR OWN RISK.

17. Digital Millennium Copyright Act (“DMCA”) Notice.

Pursuant to the Digital Millennium Copyright Act, Project Unloaded designates the agent below to receive notifications of claimed copyright infringement. In accordance with the DMCA, if you believe

any User Content accessible on or from the Site infringe your copyright, you must provide a written notification to our designated agent listed below, that includes the following:

- Identification of the copyrighted work you claim is infringed, or if multiple copyrighted works, a representative list of the works you claim are infringed, with sufficient detail to permit us to locate it;
- A statement that you own the copyrighted work and that it be removed or disabled from the Site;
- Information sufficient to permit us to contact you, such as your name, address, telephone number and e-mail address;
- The following statement: "I have a good faith belief that the use of the copyrighted materials described above and contained on the Site is not authorized by the copyright owner, its agent or by protection of law";
- A statement that the notification is accurate;
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner that is allegedly infringed;
- Your physical or electronic signature; and
- Your acknowledgment and agreement that the DMCA provides that you may be liable for damages (including costs and attorneys' fees) if you falsely claim that materials infringe your copyright(s).

You acknowledge that if you fail to provide Project Unloaded with the information listed above, your DMCA notice may not be valid. Please note that under Section 512(f) of the US Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

If we take down your User Content or remove access to your User Content as a result of receiving a DMCA notification, and you believe such take down or removal was a mistake or misidentification, you may respond by sending us a written counter-notification in accordance with the DMCA. The counter-notification must include the following:

- A list of the material(s) that was removed by Project Unloaded, and the location of the material(s) before it was removed with sufficient detail so we may identify and locate the material(s);
- Adequate information so that we can contact you, including your name, address, telephone number, and email address;
- A statement that you consent to the jurisdiction of U.S. Federal District Court for the judicial district in which you reside;
- A statement that you will accept service of process from the person who provided notification to us of the alleged infringement or an agent of such person;
- State the following: "I swear, under penalty of perjury, that I have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled"; and
- Your physical or electronic signature.

Project Unloaded's designated agent for notification may be contacted at:

Director of Marketing and Communications
Project Unloaded, Inc.
1 E. Erie St.
Suite 525-4787
Chicago, IL 60611

Phone: 1-872-231-0983

Email: info@projectunloaded.org

18. Linking to the Site. You are prohibited from linking to the Site on your website or elsewhere without the prior express written consent of Project Unloaded. If Project Unloaded grants you a right to link to the Site, certain terms may apply, and Project Unloaded reserves the right to revoke such consent at any time. You are responsible for any costs incurred by Project Unloaded in enforcing its rights under this Section.

19. Use in the United States. The Site is intended for use in the United States only. We do not guarantee that use of the Site will be available or permitted in any location other than the United States. If you choose to access the Site from a location other than the United States, you do so at your own risk.

THE EXISTENCE OF THE SITE OR ANY CONTENT SHALL NOT BE CONSTRUED AS PROJECT UNLOADED OR THE PROJECT UNLOADED PARTIES OFFERING SUCH SITE OR CONTENT TO PERSONS IN JURISDICTIONS WHERE THE PROVISION OF SUCH SITE OR CONTENT IS PROHIBITED BY LAW.

20. Termination. If you violate applicable laws or these Terms, you are immediately prohibited from further use of the Site or Content, and we may restrict your access to the Site or Content. Project Unloaded may suspend or terminate the Site or any Content, in whole or in part, at any time in its sole discretion for any reason. Project Unloaded shall not be liable to you or anyone else for any damages arising from or related to Project Unloaded's suspension or termination of your access to the Site or the Content, or in the event Project Unloaded modifies, discontinues or restricts the availability of the Site or the Content (in whole or in part).

21. Site Unavailability. Without limiting the generality of the previous section, the Site or Content may be unavailable or limited for various reasons, and we shall not be liable to you for any such unavailability, including without limitation (a) hardware, software, server, network, or telecommunications failures, (b) severe weather, war, riot, act of God, fire, earthquake, strike, labor shortage, etc., (c) regulatory restrictions and other acts of government, (d) interruptions due to utility and power companies, and (e) interruptions due to hacking or other malicious intrusion. We reserve the right to change or update Service or Content information and to correct errors, inaccuracies, or omissions at any time without prior notice.

22. Cooperation with Law Enforcement. Project Unloaded will cooperate with law enforcement if you are suspected of having violated applicable laws. **YOU WAIVE AND HOLD PROJECT UNLOADED AND THE PROJECT UNLOADED PARTIES HARMLESS FOR ANY COOPERATION WITH, OR DISCLOSURE OF YOUR INFORMATION TO, LAW ENFORCEMENT RELATING TO YOUR SUSPECTED VIOLATION OF APPLICABLE LAWS.**

- 23. Disputes.** These Terms, and your access to and use of the Site, are governed by the laws of the State of Illinois, without regards to its conflict of laws principles. Venue is exclusively in the local or federal courts, as applicable, located in Cook County, Illinois. The parties expressly agree to the exclusive jurisdiction of those courts. Any cause of action or other claim brought by you with respect to the Site or Content must be commenced within one year after the cause of action or claim arises.
- 24. Assignment.** We may assign our rights and delegate our duties under these Terms at any time to any party without notice to you. You may not assign your rights or delegate your duties under these Terms without our prior written consent. These Terms inure to the benefit of Project Unloaded's successors and assigns.
- 25. Entire Agreement.** These Terms and any terms posted throughout the Site (if any) are the entire agreement between you and Project Unloaded with respect to your access to and use of the Site.
- 26. Waiver.** Project Unloaded's failure to enforce any provision of these Terms will not constitute a waiver of that provision or any other provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Project Unloaded.
- 27. Severability.** If any provision of these Terms is held invalid, void, or unenforceable, that provision will be severed from the remaining provisions and the remaining provisions will remain in full force and effect. The headings in these Terms are for convenience only and do not affect the interpretation of these Terms.
- 28. Electronic Communications.** These Terms and any other documentation, agreements, notices, or communications between you and Project Unloaded may be provided to you electronically to the extent permissible by law. Please print or otherwise save a copy of all documentation, agreements, notices, and other communications for your reference.
- 29. Contact Us.** Please direct any questions and concerns regarding these Terms to us at:

Email: info@projectunloaded.org