

TERMS OF SERVICE

Portland Refugee Support Group (PRSG)

Updated January 1, 2023

Terms of Service

Portland Refugee Support Group (PRSG) grants you ("You" or "User,", collectively "Users"), a non-exclusive, non-transferable, permission to display the webpages and access content hosted on the PRSG' website ("Website") subject to the restrictions in this Terms of Service agreement ("TOS"). This TOS is a legally binding contract between You and PRSG, governing the access and use of the services offered, and all information, content, media, content, printed materials and other electronic documentation accessible from www.pdxrsg.org, any sub-domains thereof (each of which constituting a part of the Website), regardless of whether any such materials or services are provided in a publicly-accessible or a Members-only section of the Website. The Website is offered by PRSG to Users free of charge on the express condition that Users accept and abide by the TOS. Access and use of the Website is conditioned upon continued compliance with the TOS and use of the Website constitutes acceptance of the TOS. PRSG expressly reserves the right to change the TOS at any time by reasonable notice, including without limitation by posting revised terms on the Website (which shall constitute reasonable notice), and any such amended terms shall be binding upon Users upon posting.

Intellectual Property

All works of authorship hosted on the Website which have been generated by PRSG or on its behalf by employees, agents or contractors, including, but not limited to, any designs, text, sound recordings, images, icons, and the overall appearance of the Website or sections thereof, are the sole and exclusive property of PRSG. The posting of such works on the Website does not constitute a waiver of any of PRSG's intellectual property or proprietary rights,



including, but not limited to, copyrights, trademarks, service marks, patents and other intellectual property or proprietary rights, or a transfer by implication, estoppel or otherwise of any such rights or of any license to Users of the Website or to any third party. The contents of the Website are protected by U.S. and foreign copyright laws, both as individual works and in some instances as collections, as well as by U.S. and foreign trademark laws. By using this Website, You agree not to utilize any copyright, trademark, proprietary or confidential information contained therein in a manner inconsistent with the TOS or in violation of any U.S. or foreign law governing the protection of intellectual property or proprietary rights.

No material from the Website may be copied, reproduced, displayed, republished, downloaded, posted, digitized, translated, modified, transmitted, distributed or commercially exploited in any way without PRSG's express consent. PRSG grants Users the right to view and print information, documents and webpages located on the Website for personal use but not for any for-profit or commercial activities, provided that: (a) any copies of the Website or sections thereof must retain any copyright, intellectual property, proprietary or other notices or disclaimers contained in the original materials, (b) Users must give attribution to PRSG and if possible provide a reference to PRSG's main website. (c) the material must be printed in its entirety without modification, reformatting, adaptation or adjustment, and (d) if the material is combined with other materials, Users must clearly designate which portion of the complete work is PRSG's material. Any User that shares the printed materials with others must advise the recipient as to the TOS and they must agree to abide by the TOS. Failure to comply with these conditions will immediately terminate this permission and may result in the infringement or violation of copyrights, trademarks or other proprietary rights owned by PRSG.

User-Generated Content

The Website may be configured to allow Users to publish user-generated content, in one or more PRSG Members-only sections, restricted PRSG community of practice areas that may be open to Members and non-Members, and other forums or messaging systems for Users or in a publicly-accessible section of the Website. User-generated content may include, but is not limited



to: posts, profiles, blogs, e-mail, files, photos, videos, or other material. The information provided in user-generated content is not guaranteed to be accurate and is no way endorsed, offered or guaranteed by PRSG.

You agree that access and use of the Website is expressly conditioned upon your agreement to accept sole responsibility for any user-generated content that You publish to the Website. You assume all risks associated with any such content, including the risk of third party reliance on its quality, accuracy, or reliability, or any disclosure by you of personally identifiable information. You represent that you own, or have the necessary permissions to use and authorize the use of any such content. You may not imply that any user-generated content published by yourself or another User is in any way sponsored or endorsed by PRSG.

Rights in and to any such personal user-generated content may be the property of the User that uploaded the content and/or to any third parties associated with the creation of such content, as the case may be. PRSG prohibits Users from publishing any content that infringes the intellectual property or proprietary rights of any third parties and PRSG shall not be held liable for the infringement or violation of any such third party rights resulting from the publishing of such user-generated content. It is solely the User's responsibility to verify that any content published to the Website is not subject to any third party rights (e.g., which may prohibit the copying, publishing, or distribution of the content being published). PRSG does not actively monitor user-generated content uploaded to or published to the Website. However, PRSG may remove or block access to any user-generated content for any reason, or take other action with respect to any such material at its sole discretion, although PRSG is under no obligation to do so.

You expressly agree that any user-generated content that you publish to the Website is not false, intentionally misleading, defamatory, abusive, vulgar, hateful, harassing, obscene, profane, sexually-oriented, threatening, invasive of a person's privacy, or otherwise in violation of any law. You further expressly agree that such content does not: violate any third-party right, including any copyright, trademark, patent, trade secret, moral right, confidentiality right, privacy right, right of publicity, or any other intellectual property or proprietary right; contain material that is unlawful, including illegal hate speech or



pornography; exploit or otherwise harm minors; or violate or advocate the violation of any U.S. or foreign law. You may expose yourself to liability by failing to abide by this requirement and PRSG shall bear no responsibility for any such user-generated content. Furthermore, Users that publish user-generated content which violates this provision or any other requirement of the TOS may be banned from the Website or have their access to the Website (or services provided the Website) restricted, without warning and at PRSG's sole discretion In accordance with the U.S. Children's Online Privacy Protection Act of 1998 (COPPA), Users are not permitted to publish any user-generated content intended for children under the age of 13 without the express written permission of PRSG. Users are also not permitted to collect personal information from children under the age of 13. You expressly agree to act in accordance with these provisions when posting any user-generated content to the Website.

By publishing user-generated content to the Website, you expressly agree that PRSG may use such content, including but not limited to by publicly displaying it, reformatting it, incorporating it into advertisements and other works, creating derivative works from it, promoting it, and distributing it. As such, you hereby irrevocably grant PRSG a world-wide, non-exclusive, royalty-free, sub-licensable, transferable right to use such content for any purpose. You also irrevocably grant other Users of the Website the right to access such content in connection with their use of the Website. Finally, you irrevocably waive, and cause to be waived, against PRSG or any other party (including other Users), any claims and assertions of moral rights or attribution with respect to such content. The term "use" in this context is expressly understood to include the right to use, copy, publicly perform or display, distribute, modify, translate, and create derivative works based on such content.

External Links

PRSG may provide links to other Internet websites or resources. PRSG may also permit Users to post links to other Internet websites or resources (e.g., in user-generated content). In either case, PRSG, its agents, or any other parties involved in the preparation or publication of this Website shall not be responsible for the content of any linked website or any link contained in a



linked website, or any changes or updates to such websites, nor does PRSG endorse any such links or other related materials. It is the responsibility of Users to take precautions when accessing any linked websites or content hosted on third party websites.

Registration

In order to access certain areas or functionality of the Website (e.g., a Members-only forum), Users may need to register an account. You are responsible for maintaining the confidentiality of your account credentials and the additional personal information. Registered Users of any Members-only areas must abide by all of the requirements of the TOS described herein, including but not limited to acceptable terms of use related to user-generated content described above.

Your access to any such Members-only areas, content, or other Website functionality that requires registration is granted solely at PRSG's discretion. In consideration of this access, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or any other applicable jurisdiction. You further agree to: (a) provide true, accurate, current and complete information about yourself when prompted and (b) maintain and promptly update your information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or if PRSG has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, PRSG may, in its sole discretion, suspend or terminate your access to any such Members-only areas, content, or functionality and refuse any and all current or future use of the Website (or portion thereof).

You acknowledge, consent and agree that PRSG may access, preserve and disclose your account information and user-generated content if required to do so by law or if PRSG believes that such access, preservation, or disclosure is reasonably necessary to (a) comply with legal process; (b) enforce the requirements of the TOS; (c) respond to claims that any such content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of PRSG, other Users, or the public.



In addition to any other general guidelines for user-generated content provided herein, registered Users expressly agree not to upload, publish, post, e-mail, transmit or otherwise make available on the Website any content that:

- (a) is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
- (b) infringes any patent, trademark, trade secret, copyright or other proprietary right of any party;
- (c) the User does not have a right to make available (e.g., proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (d) contains unsolicited or unauthorized advertising, promotional materials (e.g., "junk mail," "spam," or any other form of solicitation); or
- (e) 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.

Users further agree not to: (a) impersonate any person or entity, including, but not limited to a PRSG official, forum administrator, or falsely state or otherwise misrepresent your affiliation with a person or entity; (b) to "stalk" or otherwise harass other registered Users of the Website; or (c) collect or store personal data about other Users.

Registered Users that violate any of the requirements of the TOS, or who upload, publish, post, e-mail, transmit or otherwise make available any content that is found to be objectionable, inflammatory, or abusive to other registered Users or PRSG staff may have their accounts limited, suspended or terminated by PRSG. Similarly, any determination regarding whether content is objectionable, inflammatory, or abusive is made at PRSG's sole discretion. Users acknowledge and agree that PRSG is not responsible for monitoring user-generated content. PRSG and its designees shall, however, have the right (but not the obligation) in their sole discretion to pre-screen, refuse, edit, or remove any user-generated content that is available on the Website or services provided in connection with the Website. Users further agree to assume all risks associated with the use of any user-generated content including any reliance on the accuracy, completeness, or usefulness or such content.



Third Party Websites

Please keep in mind that this Terms of Service Agreement does not apply to other websites, which may be accessible from the Website. External websites may have data collection, storage, and use practices and policies that differ materially from those contained here.

Updates

We may update the Terms of Service Agreement and the Privacy Policy from time to time. If we do so, we will notify you by posting the date of the last change or amendment at the top of this page. You agree that this method of notice is sufficient and that you will regularly check this Privacy Policy to see if updates or changes have been made.