

## **Nuru International Terms of Use**

Last Updated: **June 10, 2022**

Welcome, and thank you for your interest in Nuru International (“**Nuru International**,” “**we**,” or “**us**”) and our website at [www.nuruinternational.org](http://www.nuruinternational.org) (collectively, the “**Site**”). These Terms of Service are a legally binding contract between you and Nuru International regarding your use of the Site.

PLEASE READ THE FOLLOWING TERMS CAREFULLY.

**BY ACCESSING OR USING THE SITE**, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SITE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING NURU INTERNATIONAL’S PRIVACY POLICY (TOGETHER, THESE “**TERMS**”). If you are not eligible, or do not agree to the Terms, then you do not have our permission to use the Site. YOUR USE OF THE SITE, AND NURU INTERNATIONAL’S PROVISION OF THE SITE TO YOU, CONSTITUTES AN AGREEMENT BY NURU INTERNATIONAL AND BY YOU TO BE BOUND BY THESE TERMS.

**Arbitration NOTICE.** Except for certain kinds of disputes described in Section 13, you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND NURU INTERNATIONAL ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. (See Section 13.)

1. Nuru International Site Overview. Our Site provides users with general information about Nuru International and our mission and values.
2. Eligibility. You must be at least 18 years old to use the Site. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the Site; and (c) your registration and your use of the Site is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual

accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.

3. **Donations.** The Site may permit you to make donations. Before you pay any amounts, you will have the opportunity to review and accept the amounts that you will be charged. All amounts are in U.S. dollars and are non-refundable. You authorize Nuru International or its third party payment processor to charge all sums as described in these Terms to that payment method. If you make any donations with a credit card, Nuru International or its third party payment processor may seek pre-authorization of your credit card account prior to your donation to verify that the credit card is valid and has the necessary funds or credit available to cover your donation.

#### 4. Licenses

4.1 **Limited License.** Subject to your complete and ongoing compliance with these Terms, Nuru International grants you, solely for your personal, non-commercial use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Site.

4.2 **License Restrictions.** Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, or publicly perform the Site; (b) make modifications to the Site; or (c) interfere with or circumvent any feature of the Site, including any security or access control mechanism. If you are prohibited under applicable law from using the Site, you may not use it.

4.3 **Feedback.** If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Site ("**Feedback**"), then you hereby grant Nuru International an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Site and create other products and Sites.

5. **Ownership; Proprietary Rights.** The Site is owned and operated by Nuru International. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, Site, and all other elements of the Site ("**Materials**") provided by Nuru International are

protected by intellectual property and other laws. All Materials included in the Site are the property of Nuru International or its third party licensors. Except as expressly authorized by Nuru International, you may not make use of the Materials. Nuru International reserves all rights to the Materials not granted expressly in these Terms.

## 6. Third Party Terms

**Third Party Services and Linked Websites.** Nuru International may provide tools through the Site that enable you to export information to third party services. By using one of these tools, you agree that Nuru International may transfer that information to the applicable third party Site. Third party services are not under Nuru International's control, and, to the fullest extent permitted by law, Nuru International is not responsible for any third party service's use of your exported information. The Site may also contain links to third party websites. Linked websites are not under Nuru International's control, and Nuru International is not responsible or liable for their content, or your use thereof, or any terms or conditions relating thereto.

**6.1 Third Party Software.** The Site may also include or incorporate third party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components ("**Third Party Components**"). Although the Site is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third Party Components under the applicable third party licenses or to limit your use of Third Party Components under those third party licenses.

Prohibited Conduct. BY USING THE SITE, YOU AGREE NOT TO:

- a. use the Site for any illegal purpose or in violation of any local, state, national, or international law;
- b. violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right;
- c. interfere with security-related features of the Site, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any

portion of the Site except to the extent that the activity is expressly permitted by applicable law;

d. interfere with the operation of the Site or any user's enjoyment of the Site, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Site; (iii) collecting personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Site;

e. perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, or accessing any other Site account without permission;

f. sell or otherwise transfer the access granted under these Terms or any Materials or any right or ability to view, access, or use any Materials; or

g. attempt to do any of the acts described in this Section 7 or assist or permit any person to engage in any of the acts described in this Section 7.

7. **Modification of these Terms.** We reserve the right to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, we may require that you accept the modified Terms in order to continue to use the Site. Material modifications are effective upon your acceptance of the modified Terms. Immaterial modifications are effective upon publication. Except as expressly permitted in this Section 8, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

8. **Term, Termination and Modification of the Site**

8.1 **Term.** These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Site, and ending when terminated as described in Section 9.2.

**8.2 Termination.** If you violate any provision of these Terms, your authorization to access the Site and these Terms automatically terminates. In addition, Nuru International may, at its sole discretion, suspend or terminate your access to the Site, at any time for any reason or no reason, with or without notice.

**8.3 Effect of Termination.** Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Site; (b) you will no longer be authorized to access the Site; and (c) Sections 3, 4.2, 4.3, 5, 9.3, 10, 11, 12, 13 and 14 will survive.

**8.4 Modification of the Site.** Nuru International reserves the right to modify or discontinue the Site at any time (including by limiting or discontinuing certain features of the Site), temporarily or permanently, without notice to you. Nuru International will have no liability for any change to the Site or any suspension or termination of your access to or use of the Site.

**9. Indemnity.** To the fullest extent permitted by law, you are responsible for your use of the Site, and you will defend and indemnify Nuru International and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the “Nuru International Entities”) from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys’ fees and costs, arising out of or connected with: (a) your unauthorized use of, or misuse of, the Site; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

**10. Disclaimers; No Warranties**

THE SITE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SITE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. NURU

INTERNATIONAL DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SITE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SITE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. NURU INTERNATIONAL DOES NOT WARRANT THAT THE SITE OR ANY PORTION OF THE SITE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SITE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND NURU INTERNATIONAL DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SITE OR NURU INTERNATIONAL ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SITE WILL CREATE ANY WARRANTY REGARDING ANY OF THE NURU INTERNATIONAL ENTITIES OR THE SITE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SITE AND YOUR DEALING WITH ANY OTHER SITE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SITE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SITE) OR ANY LOSS OF DATA.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. Nuru International does not disclaim any warranty or other right that Nuru International is prohibited from disclaiming under applicable law.

#### 11. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE NURU INTERNATIONAL ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO

ACCESS OR USE, THE SITE OR ANY MATERIALS OR CONTENT ON THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY NURU INTERNATIONAL ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE NURU INTERNATIONAL ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SITE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO \$100.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 12 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**12. Dispute Resolution and Arbitration.** With respect to any and all disputes arising out of or in connection with these Sites or these Terms (including without limitation our Privacy Policy), Nuru International and you agree to negotiate in good faith and undertake reasonable efforts to cooperate with one another in order to achieve a mutually satisfactory resolution. You agree that Nuru International is entitled to obtain preliminary injunctive relief to the extent allowed by law to enforce any of the terms of these Terms.

**12.1 Generally.** Any dispute between you and Nuru International with respect to these Terms that cannot be resolved by amicable discussion (including any question regarding its existence, validity or termination, or the application of the requirement to arbitrate claims), shall be resolved through binding arbitration in Washington, DC, conducted in the English language in front of a single arbitrator in accordance with the Federal Arbitration Act, and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, “**AAA Rules**”) of the American Arbitration Association (“**AAA**”), as

modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting Nuru International.

**12.2 No Class Actions.** YOU AND NURU INTERNATIONAL AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Nuru International agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

**Enforceability.** If Section 13.2 is found to be unenforceable or if the entirety of this Section 13 is found to be unenforceable, then the entirety of this Section 13 will be null and void and, in that case, you and Nuru International agree that the exclusive jurisdiction and venue described in Section 14.2 will govern any action arising out of or related to these Terms.

### **13. Miscellaneous**

**13.1 General Terms.** These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Nuru International regarding your use of the Site. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word "including" means "including but not limited to". If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.



**13.2 Governing Law.** These Terms are governed by the laws of the California without regard to conflict of law principles. You and Nuru International submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Washington, DC for resolution of any lawsuit or court proceeding permitted under these Terms. We operate the Site from our offices in Washington, DC, and we make no representation that Materials included in the Site are appropriate or available for use in other locations.

**13.3 Privacy Policy.** Please read the Nuru International [Privacy Policy](#) carefully for information relating to our collection, use, storage, disclosure of your personal information. The Nuru International Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

**13.4 Additional Terms.** Your use of the Site is subject to all additional terms, policies, rules, or guidelines applicable to the Site or certain features of the Site that we may post on or link to from the Site (the “**Additional Terms**”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

**13.5 Consent to Electronic Communications.** By using the Site, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

**13.6 Contact Information.** The Site is offered by Nuru International, located at 2020 Pennsylvania Ave, Suite 600, Washington, DC 20006. You may contact us by sending correspondence to that address or by emailing us at [info@nuruinternational.org](mailto:info@nuruinternational.org).

**13.7 Notice to California Residents.** If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Sites of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Site or to receive further information regarding use of the Site.

13.8 **No Support.** We are under no obligation to provide support for the Site. In instances where we may offer support, the support will be subject to published policies.

13.9 **International Use.** Access to the Site from countries or territories or by individuals where such access is illegal is prohibited.

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## **Nuru International Privacy Policy**

Nuru values the privacy of individuals who use our websites and related services, including donors (“you” and “your”). In this privacy policy (the “Policy”), “Nuru”, “we” or “us” refers to Nuru International, a 501(c)(3) nonprofit organization established at 2020 Pennsylvania Ave NW, Ste 600, Washington, DC 20006. This Policy explains how we collect, use, and share

information from users of our Services, including donors. If you are located in the European Economic Area, United Kingdom, or Switzerland (together, “Europe”), this Policy informs you of your choices and our practices in relation to your Personal Information (as defined below).

For the purpose of this Policy, “Personal Information” means any information relating to an identified or identifiable individual. This includes Personal Information collected and processed by us when you access our websites located at [www.nuruinternational.org](http://www.nuruinternational.org) (the “Website”) and the services related to it (collectively, together with the Website and the related services, our “Services”). This Policy describes the Personal Information that we gather from you on the Services both online and offline, how we use and disclose such Personal Information, your rights and choices with respect to your Personal Information, and how you can contact us if you have any questions or concerns. In some cases, we need to collect your Personal Information to be able to provide you with our Services. In these cases, if you choose not to provide the requested Personal Information, you may not be able to use our

Services. We will inform you if providing the Personal Information is required by law or under a contract and what are the consequences of failing to provide it.

Beyond this Policy, your use of our Services is also subject to our Terms of Use.

## **1. Personal Information We Collect**

We may collect and use the following Personal Information about you both online and offline:

### **a. Personal Information You Provide to Us.**

**Donations.** When you choose to donate an amount to Nuru, both online and offline, we collect Personal Information that you provide to us, such as your name, email address, and phone number. Your payment-related information, such as credit card, PayPal, or other financial information, is collected by our third party payment processors on our behalf.

**Registration.** If you sign up for an account, register to use our Services, or sign up for notifications or updates, we ask you for your name and email address. You have the option to provide your birthdate, postal/zip code, address and phone number.

**Communications.** When you contact us directly, we may receive additional information about you. For example, when you contact us for customer support, we may receive your name, email address, the content of a message or attachments that you may send to us, and other information you choose to provide. If you subscribe to our newsletter, then we will collect certain information from you, such as your email address. When we send you emails, we may track whether you open them to learn how to deliver a better customer experience and improve our Services.

**Careers.** If you decide that you wish to apply for a job with us, you may submit your contact information and your resume. We will collect the information you choose to provide on your resume, such as your education and employment experience. If you apply for a job with us through a third-party platform (such as LinkedIn), we will collect the information you make available to us through such a third-party platform.

### **b. Personal Information We Collect via Automated Means.**

**Location Information.** When you use our Services, we infer your general location information, for example, by using your internet protocol (IP) address.

**Device Information.** We receive information about the device and software you use to access our Services, including IP address, web browser type, and operating system version.

**Usage Information.** To help us understand how you use our Services and to help us improve them, we automatically receive information about your interactions with our Services, like the pages or other content you view, the searches you conduct, donations you make, and the dates and times of your visits.

**Information from Cookies and Similar Technologies.** Cookies are small files of letters and numbers that we store on your browser or the hard drive of your computer. They contain information that is transferred to your computer's hard drive. We use cookies, pixel tags, web beacons, invisible tags, and similar technologies (collectively "Cookies") to collect information about your browsing activities and to distinguish you from other users of the Services.

**We and Third-Party Partners Collect Personal Information Using Cookies.** Our third-party partners, such as analytics and advertising partners, may use these technologies to collect information about your online activities over time and across different services. We may use both session Cookies (which are deleted from your device after you leave the Services) and persistent Cookies (which remain on your device for longer or until you delete it manually).

A session Cookie disappears after you close your browser. A persistent Cookie remains after you close your browser and may be used by your browser on subsequent visits to our Services.

**We use the following Cookies on our Services:**

**Strictly Necessary Cookies.** Some Cookies are strictly necessary to make the Services available to you. We cannot provide you with the Services without this type of Cookies.

**Functional Cookies.** These are used to recognize you when you return to the Services. This enables us to adapt our content for you, to provide you with a customized experience on our Services and remember your preferences (for example, your choice of language or region).

**Analytical or Performance Cookies.** We also use Cookies for analytics purposes to better understand how you use our Services, to measure the effectiveness of our customer communications, to diagnose and fix technology problems, and otherwise enhance our Services. We may use our own analytics Cookies or third-party analytics providers to collect and process certain data analytics on our behalf.

Where required by applicable law, we obtain your consent to use Cookies. You can find more information about your rights and choices, and how to block the use of certain cookies in the section Your Rights and Choices below.

### **c. Personal Information We Receive from Third Parties.**

**Information From Third Party Services.** We obtain Personal Information from third parties, such as Facebook, LinkedIn and YouTube, when you click on third party buttons or beacons (such as Facebook “like” or “share” buttons, or embedded YouTube video) on our Website. If you choose to link our Services to a third-party account, such as Facebook, we may receive information about you, including your profile information and your photo. If you wish to limit the information available to us, you should visit the privacy settings of your third-party accounts to learn about your options. If we combine or associate information from other sources with Personal Information that we collect through the Services, we will treat the combined information as Personal Information in accordance with this Policy.

## **2. How We Use the Personal Information We Collect**

We use Personal Information we collect for the following purposes:

**Communicating With You.** We may use your email address or other Personal Information we collect on the Services as necessary to contact you for administrative purposes such as to provide services and information that you request, respond to comments and questions, and otherwise provide customer support.

**Providing the Services and Personalizing Your Experience.** We may use your Personal Information to provide and maintain the Services. When doing so, we may use your Personal Information to personalize your experience on our Services such as by providing tailored content and recommendations.

**Understanding Usage and Improving the Services.** We use the Personal Information that we collect through our Services to analyze trends and statistics, and to improve and enhance our Services.

**Marketing and Promotional Materials.** We may use your email address and other Personal Information to send marketing communications related to our Services. Where required under applicable law, we will only send you promotional emails with your opt-in consent. We may also use your usage information and other Personal Information to develop and provide you with promotional and advertising materials that may be relevant, valuable, or otherwise of interest to you.

**Job Applications.** We may use Personal Information to process your job application.

**Payments.** We may use Personal Information to facilitate donation payments.

**Legal Obligation and Compliance.** We use Personal Information to find and prevent fraud, respond to trust and safety issues that may arise, and for compliance purposes, including enforcing our Terms of Use or other legal rights, or as may be required by applicable laws and regulations or requested by any judicial process or governmental agency.

**Other Purposes.** For other purposes for which we provide specific notice at the time the information is collected.

### **3. Our Use of European Personal Information**

If you are located in Europe, we only process your Personal Information when we have a valid “legal basis,” including when:

**Consent.** You have consented to the use of your Personal Information, for example to send you marketing communications or to use Cookies.

**Contractual Necessity.** We need your Personal Information to provide you with the Services, for example to respond to your inquiries.

**Compliance With a Legal Obligation.** We have a legal obligation to use your Personal Information, for example to comply with tax and accounting obligations.

**Legitimate Interests.** We or a third party have a legitimate interest in using your Personal Information. In particular, we have a legitimate interest in using your Personal Information for product development and internal analytics purposes, and otherwise to improve the safety, security, and performance of our Services. We only rely on our or a third party's legitimate interests to process your Personal Information when these interests are not overridden by your rights and interests.

#### **4. How We Share the Personal Information We Collect**

Except as described in this Policy, we will not disclose your Personal Information that we collect on the Services to third parties without your consent. We will not sell a donor's Personal Information, nor send donor mailings on behalf of other organizations. We will only share Personal Information if a donor has given us specific permission to do so,

including in the following circumstances:

**Partners and Affiliates.** We may share any Personal Information we receive with our partners and affiliates for any of the purposes described in this Policy.

**Vendors and Service Providers.** We may share any Personal Information we receive with vendors and service providers retained in connection with the provision of our Services, such as Classy Inc.

**Analytics Partners.** We use analytics services such as Google Analytics to collect and process certain analytics data. These services may also collect Personal Information about your use of other websites, apps, and online resources. You can learn more about Google's practices by visiting <https://www.google.com/policies/privacy/partners/> and opt-out of them by downloading the Google Analytics opt-out browser add-on, available at <https://tools.google.com/dlpage/gaoptout?hl=en>.

**Advertising Partners.** We work with third party advertising partners to show you ads that we think may interest you. Some of our advertising partners are members of the Network Advertising Initiative (<http://optout.networkadvertising.org/?c=1#!/>) or the Digital Advertising Alliance (<http://optout.aboutads.info/?c=2&lang=EN>). If you do not wish to receive personalized ads, please visit their opt-out pages to learn about how you may opt out of receiving web-based personalized ads from member

companies. You can access any settings offered by your mobile operating system to limit ad tracking, or you can install the AppChoices mobile app to learn more about how you may opt out of personalized ads in mobile apps.

**As Required by Law and Similar Disclosures.** We may access, preserve, and disclose your Personal Information if we believe doing so is required or appropriate to: (a) comply with law enforcement requests and legal process, such as a court order or subpoena; (b) respond to your requests; or (c) protect your, our, or others' rights, property, or safety. For the avoidance of doubt, the disclosure of your Personal Information may occur if you post any objectionable content on or through the Services.

**Merger, Sale, or Other Asset Transfers.** We may transfer your Personal Information to service providers, advisors, potential transactional partners, or other third parties in connection with the consideration, negotiation, or completion of a corporate transaction in which we are acquired by or merged with another company or we sell, liquidate, or transfer all or a portion of our assets.

## 5. Your Rights and Choices

**Marketing Communications.** You can unsubscribe from our promotional emails via the link provided in the emails. Even if you opt-out of receiving promotional messages from us, you may continue to receive administrative messages from us.

**How to Block Cookies.** You can block Cookies by setting your internet browser to block some or all the Cookies. However, if you use your browser settings to block all Cookies (including essential Cookies) you may not be able to access all or parts of our Services. You can withdraw your consent at any time by deleting placed cookies and disabling Cookies in your browser, or as explained below. You can change your browser settings to block or notify you when you receive a Cookie, delete Cookies or



browse our Services using your browser's anonymous usage setting. Please refer to your browser instructions or help screen to learn more about how to adjust or modify your browser settings. If you do not agree to our use of Cookies which store information on your device, you should change your browser settings accordingly. You should understand that some features of our Services may not function properly if you do not accept Cookies. Where required by applicable law, you will be asked to consent to certain Cookies before we use or install them on your computer or other device. We do not process web browser Do Not Track signals. To learn more about browser tracking signals and Do Not Track please visit <http://www.allaboutdnt.org>.

**Your European Privacy Rights.** If you are located in Europe, you have the additional rights described below.

- You may request access to and receive information about the Personal Information we maintain about you, update and correct inaccuracies in your Personal Information, restrict or object to the processing of your Personal Information, have the information anonymized or deleted, as appropriate, or exercise your right to data portability to easily transfer your Personal Information to another organization. In addition, you also have the right to lodge a complaint with a supervisory authority, including in your country of residence, place of work or where an incident took place.
- You may withdraw any consent you previously provided to us regarding the processing of your Personal Information, at any time and free of charge. We will apply your preferences going forward and this will not affect the lawfulness of the processing before you withdrew your consent.

You may exercise these rights by contacting us using the contact details at the end of this Policy. Before meeting your request, we may ask you to provide reasonable information to verify your identity. Please note that there are exceptions and limitations to each of these rights, and that while any changes you make will be reflected in active user databases instantly or within a reasonable period of time, we may retain information for backups, archiving, prevention of fraud and abuse, analytics, satisfaction of legal obligations, or where we otherwise reasonably believe that we have a legitimate reason to do so.

## **6. International Visitors**

The Services are hosted in the United States (“**U.S.**”) and are intended for visitors located within the U.S. If you choose to use the Services from Europe or other regions of the world with laws governing data collection and use that may differ from U.S. law, then please note that you are transferring your Personal Information outside of those regions to the United States. We may also transfer your Personal Information from the United States to other countries or regions for storage and processing, fulfilling your requests, and operating the Services. When we transfer your Personal Information, we take steps to comply with applicable data protection law, in particular legal requirements regarding adequate protection for data transfers.

If you are located in Europe, we will comply with applicable European protection laws when transferring your Personal Information outside Europe. We may transfer your Personal Information to countries which have been found to provide adequate protection by the competent authorities as appropriate, use contractual protections for the transfer of Personal Information, transfer to recipients who have adopted Binding Corporate Rules, or rely on an appropriate legal derogation.

For more information about how we transfer Personal Information outside Europe, or to obtain a copy of the contractual safeguards we use for such transfers, you may contact us using the contact details as indicated in the “Contact Information” section below.

## **7. Third Parties**

Our Services may contain links to other websites, products, or services that we do not own or operate. We are not responsible for the privacy practices of these third parties. Please be aware that this Policy does not apply to your activities on these third-party services or any information you disclose to these third parties. We encourage you to read their privacy policies before providing any information to them.

## **8. Retention**

We take measures to delete your Personal Information or keep it in a form that does not permit identifying you when this information is no longer necessary for the purposes for which we process it, unless we are required by law to keep this information for a longer period. When determining the specific retention period, we take into account various criteria, such as the type of service provided to you, the

nature and length of our relationship with you, and mandatory retention periods provided by law and the statute of limitations.

## **9. Security**

We make reasonable efforts to protect your information by using security measures designed to safeguard the information. However, as no electronic transmission or storage of information can be entirely secure, we can make no guarantees as to the security or privacy of your information.

## **10. Children's Privacy**

We do not knowingly collect, maintain, or use Personal Information from children under 13 years of age, and no part of our Services are directed to children. If you learn that a child has provided us with Personal Information in violation of this Policy, then you may alert us at [info@nuruinternational.org](mailto:info@nuruinternational.org).

## **11. Changes to This Policy**

We will post any adjustments to this Policy on this page, and the revised version will be effective when it is posted. If we materially change the ways in which we use or share Personal Information previously collected from you through the Services, we will notify you through the Services, by email, or other communication.

## **12. Contact Information**

If you have any questions, comments, or concerns about our processing activities, please email us at [info@nuruinternational.org](mailto:info@nuruinternational.org) or get in touch with us using the contact details below:

Nuru International, 2020 Pennsylvania Ave NW, Ste 600, Washington, DC 20006

Last Updated: April 19, 2024

## Notification of Infringement

It is our policy to respond to clear notices of alleged copyright infringement. This page explains the information that must be included in these notices, as required by the Digital Millennium Copyright Act (“DMCA”). Upon receipt of a DMCA compliant notice, NURU will expeditiously remove or disable access to the content that is the subject of the notice.

If you are a copyright owner or an authorized agent thereof, and you wish to file a notice of infringement with us, then you may submit a notice by providing NURU's Designated Copyright Agent with the following information in writing (please consult your legal counsel or *See* 17 U.S.C. Section 512(c)(3) to confirm these requirements):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the NURU web site are covered by a single notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit NURU to locate the material.
4. Information reasonably sufficient to permit NURU to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

**Please note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.** If you are unsure whether the material available online infringes your copyright, we suggest that you contact an attorney before sending us a notice.

Please note that NURU may, at our discretion, send a copy of such notices to a third-party for publication. As such, your letter (with personal information removed) may be forwarded to Chilling Effects (<http://www.chillingeffects.org>) for publication.

### **Counter-Notification**

The administrator of an affected site or the provider of affected content may make a counter notification under sections 512(g)(2) and (3) of the DMCA. If you elect to send us a counter notice, to be effective it must be a written communication that includes the following (please consult your legal counsel or See 17 U.S.C. Section 512(g)(3) to confirm these requirements):

1. A physical or electronic signature of the subscriber.
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
3. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
4. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which NURU may be found, and that the subscriber will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

**Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.**

### **Designated Copyright Agent**

NURU's Designated Copyright Agent to receive notifications and counter-notifications of claimed infringement can be reached as follows:

Copyright Agent  
Nuru International  
2020 Pennsylvania Ave NW Ste 600  
Washington DC 20006  
Email: [copyrights@nuruinternational.org](mailto:copyrights@nuruinternational.org)  
Phone: 949-667-0796

For clarity, only DMCA notices should go to the NURU Designated Copyright Agent. Any other feedback, comments, requests for technical support or other communications should be directed to NURU customer service through [copyrights@nuruinternational.org](mailto:copyrights@nuruinternational.org). You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid.

### **Account Termination**

In appropriate circumstances, NURU will promptly terminate, without notice, the accounts of those determined in our sole discretion to be “repeat infringers.”