



TERMS OF USE

Last modified: June 2023

Acceptance of Terms and Privacy Policies; Eligibility

These Participation Terms and Conditions (“**Terms of Use**” or “**Agreement**”) are entered into as a binding agreement between you (“**you**” or “**your**”) and **Ocean Risk and Resilience Action Alliance Inc. (“ORRAA Inc.”)**, that governs your use of all software, services, and materials provided by ORRAA Inc. through the website www.oceanriskalliance.org and the pages thereof, as well as any mobile applications, blogs, audiovisual content, podcasts, or other websites operated by ORRAA Inc. (collectively “**Online Services**”).

These Terms of Use describe the terms and conditions applicable to your use of any and all Online Services operated by us that include a link to these Terms of Use. If there is a link to these Terms of Use on any website, mobile application or online service you are visiting, these Terms of Use apply. We may also offer mobile applications and websites that have their own terms of use.

Your access to and use of the Online Services are subject to all applicable laws and regulations, to these Terms of Use, and to ORRAA Inc.’s Privacy Policy, available at [LINK] and as updated from time to time (“**Privacy Policy**”), incorporated herein by reference. By using the Online Services, you agree to be bound to the terms of this Agreement and the Privacy Policy. **IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT OR OUR PRIVACY POLICY, YOU MAY NOT USE OR ACCESS THE SERVICES.**

The Privacy Policy is a part of these Terms of Use and is incorporated herein by this reference. By accepting these Terms of Use, you agree to the collection and use of your information by the Online Services as described in the Privacy Policy.

Modifications

ORRAA Inc. reserves the right to update the Terms of Use and Privacy Policy from time to time, and such changes will be deemed effective immediately upon online posting and/or any other notice provided to you of the modified terms, as applicable. You should consult the Terms of Use regularly for any changes, as use of the Online Services after the changes become effective will signify your agreement to be bound by the changes. You are responsible for ensuring that you are aware of, and in compliance with, the most recent version of this Agreement at all times. If you do not agree to any of the terms hereof, and/or any future changes made to the Terms of Use or the Privacy Policy, you must immediately stop using the Online Services.

Scope of Use

Except as expressly permitted hereunder, you may not copy, modify, translate, reproduce, publish, broadcast, transmit, delete, distribute, perform, display, license, rent, sell, and/or create derivative works of or otherwise exploit any content appearing on or through the Online Services (including, without limitation, any artwork, trademarks, or logos) at any time, in whole or in part, in any public or commercial manner, or otherwise in violation of these Terms of Use.

Software in the Online Services

To the extent that ORRAA Inc. provides you with mobile applications or other software as part of the Online Services, we grant you a limited, personal, non-transferable, non-exclusive license to use the software for your educational and non-commercial purposes, but solely to the extent necessary for you to use and enjoy the benefit of the Online Services in the manner permitted by these Terms of Use. You may not copy, modify, distribute, sell, or lease any software included as part of the Online



Services. All right, title and interest in such software not expressly granted to you in this paragraph are reserved by ORRAA Inc.

User Representations and Warranties

You represent, warrant, and promise that: (a) you will provide true, accurate, current, and complete information when required; and (b) you will comply with all applicable laws in connection with your use of the Online Services.

Services Content

The Online Services contain information, data, text, software, music, sound, images, photographs, graphics, video, messages, advertising, links to websites, and other information and materials of any kind and nature (collectively, “**Services Content**”) provided by ORRAA Inc. and/or its licensors and other third parties (collectively, “**Content Suppliers**”). SUBJECT TO APPLICABLE LAW, ORRAA INC. IS NOT RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, IN ANY WAY FOR ANY SERVICES CONTENT AND/OR FOR ANY DAMAGE, INJURY, CLAIM, COST, DESTRUCTION, OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH ANY USE OF OR RELIANCE ON ANY SUCH SERVICES CONTENT. SUBJECT TO APPLICABLE LAW, ORRAA INC. HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH ANY SUCH SERVICES CONTENT.

As between ORRAA, Inc. and you, all right, title and interest in and to the Online Services and any Services Content (including any intellectual property rights contained in any of the aforementioned) is and will remain the sole property of ORRAA Inc. and/or its licensors and third party Content Suppliers.

Information, News, and Press Releases

The Online Services may contain information, news, and/or press releases about ORRAA Inc. or others, including cross-references to others’ products or services. We disclaim any duty or obligation to update any such information, news, or press releases, and your reliance on information contained in these materials is at your own risk.

Moreover, any opinions, advice, statements, comments, services, offers or other information expressed or made available by third parties, including users or others, are those of the respective author(s) and do not necessarily state or reflect the views, findings, or opinions of ORRAA Inc. Any description or reference to products, services or programs not directly provided by ORRAA Inc. is for informational purposes only and shall not constitute an endorsement or a recommendation of such products, services or programs.

Third-Party Sites and Linking

As a convenience to users, the Online Services may contain links to websites operated by third parties (“Third-Party Sites”). Third-Party Sites are not under the control of ORRAA Inc., and, as such, access to and use of such Third-Party Sites is at your own risk and subject to corresponding third-party terms of use and privacy policies. The appearance, availability, or your use of links referenced or included anywhere in the Online Services or any other form of link or re-direction of your connection to, with or through the Online Services, does not constitute an endorsement by, nor does it incur any obligation, responsibility or liability on the part of, ORRAA Inc. or any of its successors and assigns with respect to such Third-Party Sites or linked Content.

ORRAA Inc. is not responsible for, does not endorse, and hereby disclaims any and all content, advice, or services found, learned, available, or provided on such Third-Party Sites. We reserve the right to terminate a link to a Third-Party Site at any time.

Unless otherwise set forth in a written agreement between you and ORRAA Inc., you must adhere to ORRAA Inc.'s linking policy as follows: (a) the appearance, position and other attributes of the link may not be such as to damage or dilute the goodwill associated with ORRAA Inc.'s name or any ORRAA Inc. trademark or service mark; (b) the appearance, position, and other attributes of the link may not create the false appearance that your organization or entity is sponsored by, affiliated with, or associated with ORRAA Inc., and (iii) when selected by a user, the link must display the Online Services on full-screen and not within a "frame" on the linking site.

User Content and Interactive Features

Certain portions of the Online Services permit you to upload, post, email, or otherwise transmit content (collectively, "**User Content**"). For interactive features of the Online Services, such as blogs, message boards, or social media features (referred to in these Terms of Use as "**Interactive Features**" to distinguish the interactive features from other non-interactive portions of the Online Services generally), User Content may be viewable publicly or to others who visit or participate in the Online Services. Some users may submit content that contains personally identifiable information. Please review the Privacy Policy before providing any personally identifiable information.

Each user of the Online Services, including you, is responsible for the User Content that the user transmits to the Interactive Features, and the consequences of its use or submission. You acknowledge that we do not necessarily pre-screen User Content and shall not be responsible for policing, monitoring, or editing such User Content. We shall have the right, but not the obligation, to monitor User Content and use of the Online Services and Interactive Features to improve performance, for legal and regulatory requirements, and to determine compliance with these Terms of Use and other applicable policies. ORRAA Inc. shall have the right, in its sole discretion, to refuse to post or to remove any User Content that it believes to be in violation of these Terms of Use or which it finds otherwise objectionable for any reason, without any advance notice or liability to you or any third party.

Licence

By transmitting User Content on or through the Online Services, and subject to any other applicable policies, you grant ORRAA Inc. a perpetual, irrevocable, worldwide, royalty-free, assignable, sub-licensable license to use, reproduce, store, modify, display, distribute, prepare derivative works based on, and transmit such User Content in connection with the Online Services and ORRAA Inc.'s business, and you waive any and all moral rights and publicity rights in such User Content. You agree that this license includes the right for other users of the Online Services or Interactive Features to access and use your User Content, subject to our terms and conditions regarding such use and the right for ORRAA Inc. to allow its third-party business partners to use your User Content.

Rules of Conduct

It is a violation of these Terms of Use for you to:

1. use the Online Services for illegal purposes, in violation of any applicable laws or regulations;
2. copy, sell, resell, or exploit for commercial purposes any portion of the Online Services;
3. use any robot, spider, scraper or other automatic or manual process to monitor, data mine, or copy any Online Services, except as expressly permitted by ORRAA Inc.;
4. intentionally manipulate identifiers, use another's identification or password without authorization, or otherwise engage in any activities intended to impersonate or hide a

- user's identity or contact information;
5. interfere with any other party's authorized use and enjoyment of the Online Services;
 6. transmit or distribute viruses or other malicious code;
 7. collect user names and contact information and/or send unsolicited commercial communications (spam);
 8. take any action that imposes an unreasonable or disproportionately large load on the Online Services' infrastructure or interferes with the proper working of the Online Services;
 9. post content or take any action using the Online Services that infringes or otherwise violates any applicable law, rule or regulation, and/or violates or infringes upon any patent, trademark, trade secret, copyright, privacy right, publicity right, confidentiality right, contract right, or any other right of any third party in any way, including, without limitation, selling, purchasing, or otherwise disseminating, without the third party's prior written consent, a third party's content to any website for commercial purposes;
 10. attempt to decompile, decipher or reverse engineer any of the software used by us as part of the Online Services;
 11. post or transmit any advertising or promotional materials or solicit users to use particular goods or services, except as otherwise expressly permitted by ORRAA Inc.;
 12. transmit or distribute any User Content that is unlawful, deceptive, false, stolen, threatening, abusive, harassing, obscene, pornographic, defamatory, racially or ethnically objectionable, or in violation of the personal privacy rights of another; or
 13. assist or permit any persons in engaging in any of the activities described above.

ORRAA Inc. reserves the right (but has no obligation) to investigate and take appropriate legal action against anyone who, in its sole discretion, violates this Section, including without limitation, reporting a user to (and cooperating with) law enforcement authorities and/or terminating or suspending a user's right to access the Online Services.

Violations; Termination of Usage

ORRAA Inc. reserves the right to terminate or suspend your access to all or part of the Online Services immediately and without notice for any conduct that ORRAA Inc., in its sole discretion, believes is in violation of any applicable law or is harmful to the interests of ORRAA Inc. or any third party. Upon termination, you must cease use of the Online Services and all related content. ORRAA Inc. reserves the right to seek all remedies available at law and in equity for violations of these Terms of Use, including the right to block access to an Online Service from a particular Internet address.

Proprietary Rights

All trademarks, service marks and logos on the Online Services are the property of their respective owners. Unauthorized use of any ORRAA Inc.'s (or of any third party's) trademark, service mark, or logo may violate ORRAA Inc.'s or a third party's legal rights. You must obtain our written permission prior to using any trademark or service mark of ORRAA Inc.

ORRAA Inc. and its licensors own all intellectual property rights in the Online Services, including designs, text, graphics, pictures, information, content, software, and other files, and their selection and arrangement (collectively, the "**Materials**"), except for certain third-party content on the Online Services and as otherwise expressly indicated or as otherwise required. The Online Services and all Materials therein are protected by United States and international copyright laws. Any unauthorized use of the Materials may violate copyright laws, laws of privacy and publicity, and other laws and regulations. In exercising any permitted use of the Materials, you agree to leave all copyright, trademark and other proprietary notices intact.



Sponsors and Partners

As a result of your use of the Online Services, you may communicate with, receive communications from, be re-directed to, interact with, or participate in or use the services or obtain goods and services of or from, third parties, such as our sponsors or promotional partners (collectively, the "**Sponsors and Partners**"). All such communications, interaction and participation are strictly and solely between you and such Sponsors and Partners and, to the fullest extent permissible by law, we are not responsible or liable to you in any way in connection with these activities or transactions.

Information for California Residents

California users of the Online Services are entitled to the following information pursuant to California Civil Code Section 1789.3: For any questions or complaints about ORRAA Inc. or the Online Services, including requests for additional information about the Online Services, please contact us via e-mail at Info@OceanRiskAlliance.org and/or via written correspondence sent to 2336 Wisconsin Ave NW #32043, Washington, DC 20007, USA. Visit Your California Privacy Rights, <https://oag.ca.gov/privacy/ccpa>, for more information about exercising your rights as a California Consumer under the CCPA.

Copyright Infringement

If you believe that your work has been copied and posted on the Online Services in a way that constitutes copyright infringement, you should notify ORRAA Inc. in accordance with the following procedures, as ORRAA Inc. will process notices of alleged copyright infringement in accordance with the Digital Millennium Copyright Act (DMCA):

Our designated copyright agent for notice of alleged copyright infringement can be reached here: Info@OceanRiskAlliance.org. Pursuant to the DMCA requirements, please send ORRAA Inc.'s copyright agent at the foregoing email address a written notification of the claimed infringement with all of the following information: (a) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (b) identification of the claimed infringing material and information reasonably sufficient to permit us to locate the material on the Online Services (providing the URL(s) of the claimed infringing material satisfies this requirement); (c) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf of an exclusive right that is allegedly infringed; and (f) your physical or electronic signature.

You acknowledge that if you fail to comply with all of the requirements listed above, your notice may not be valid. Upon receipt of a Notification of Copyright Infringement containing the required information as described in (a) – (f) above, we reserve the right to (i) notify the user, if known, of the alleged infringement, and (ii) remove or disable access to the material that is alleged to be infringing, if hosted on or through the Online Services. In submitting a claim, you understand, accept and agree that your identity and claim may be communicated to the alleged infringer. ORRAA Inc. reserves the right to terminate the access of users based on receiving one more Notices of Copyright Infringement.

Title 17 USC §512(c)(3) provides civil damage penalties, including costs and attorney fees, against any person who knowingly and materially misrepresents certain information in a notification of infringement under Title 17 USC §512(c)(3).



DMCA Counterclaim Procedure. If we remove or disable access to your material and you believe that a copyright holder has accused you in error, you may file a DMCA Counterclaim with our designated copyright agent. You must provide us with the following information: (i) a physical or electronic signature of the user; (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 user 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 user's name, address and telephone number, and (5) a statement that the user consents to the jurisdiction of the federal district court for the judicial district in which the address is located, or if the user's address is outside of the United States, for any judicial district in which the service provider may be found, and (6) that the user will accept service of process from the person who provided notification or an agent of such person.

Upon receipt of a DMCA Counterclaim, we will provide the complaining party with a copy of the DMCA Counterclaim. When we receive a Counterclaim that meets the requirements of the DMCA, we will process the Counterclaim in accordance with the requirements of the DMCA.

No Warranties

THE ONLINE SERVICES, INTERACTIVE FEATURES, AND THE MATERIALS (INCLUDING ALL INFORMATION, CONTENT (INCLUDING USER CONTENT), PRODUCTS, AND SERVICES AVAILABLE ON OR THROUGH THE ONLINE SERVICES) ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, DATA ACCURACY, AND QUIET ENJOYMENT. ORRAA INC. MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, TIMELINESS, OR RELIABILITY OF ANY MATERIALS AVAILABLE ON OR THROUGH THE ONLINE SERVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ORRAA INC. SHALL CREATE A WARRANTY OF ANY KIND. YOU ARE RESPONSIBLE FOR VERIFYING ANY AND ALL OF THE MATERIALS BEFORE RELYING ON THEM. ORRAA INC. MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE ONLINE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, COMPLETELY SECURE, OR FREE FROM VIRUSES.

Indemnification

You agree to indemnify and hold ORRAA Inc. and its parent, affiliates, officers, directors, agents, partners, members and employees harmless from any claim, action, demand, loss, or damages (including reasonable attorneys' fees) arising out of or related to your use of the Online Services, your violation of the Terms of Use, or your violation of any law or rights of a third party. ORRAA Inc. reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate fully with ORRAA Inc. in asserting any available defenses.

Limitation of Liability

YOUR USE OF THE ONLINE SERVICES, INTERACTIVE FEATURES AND THE MATERIALS IS AT YOUR SOLE RISK. ORRAA INC. SPECIFICALLY DISCLAIMS ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF THE ONLINE SERVICES, INTERACTIVE FEATURES AND THE MATERIALS, EVEN IF ORRAA INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ORRAA INC.'S AGGREGATE



LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE), EXCEED \$500.00.

Some jurisdictions do not allow exclusions of liability for certain types of damages. Accordingly, some of the above limitations may not apply to you to the extent prohibited by law. In such cases, ORRAA Inc.'s liability will be limited to the fullest extent permitted by applicable law.

Choice of Law/Venue

This Agreement will be governed by, construed, and enforced in accordance with the laws of the District of Columbia, without regard to its conflict of law principles. If there is any dispute about or involving the Online Services and/or this Agreement, you may bring an action to resolve such dispute only in either the state or Federal courts located in the District of Columbia. You agree to submit to the personal jurisdiction of the courts located in the District of Columbia, USA for the purpose of litigating all such claims.

Conflicts with Other Terms

If any provision contained in this Agreement conflicts with any provision in any other terms available on the Online Services (including without limitation any terms of use or terms of service), the more protective terms apply.

Compliance with Laws

Information available through the Online Services (and Interactive Features) is not intended for distribution to, or use by, any non-U.S. military personnel or entity in any foreign jurisdiction or country where such distribution or use would be contrary to law or regulation. ORRAA Inc. makes no representation that the information available through the Online Services is appropriate or available for use in other non-U.S. locations, and access to the Online Services from any such locations where the content of the Online Services offered herein may be illegal is prohibited. Those who choose to access the Online Services from other non-U.S. locations do so on their own initiative and risk and are responsible for compliance with applicable local laws.

Miscellaneous

These Terms of Use, as modified from time to time by ORRAA Inc., set forth the entire understanding and agreement between you and ORRAA Inc. with respect to the subject matter hereof. ORRAA Inc.'s failure to exercise any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and the other provisions of these Terms of Use will remain in full force and effect. These Terms of Use are provided in the English language and all communications and notices to be made or given pursuant to these Terms of Use will be in the English language.

General

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches ORRAA Inc.'s intent as expressed in the original provision and the remainder of this Agreement will continue in full force and effect. ORRAA Inc. may assign this Agreement, in whole or in part, at any time with or without notice to you. You may not assign this Agreement (in whole or in part), by operation of law or otherwise, without the prior written approval of ORRAA Inc. in each instance, and any such attempted assignment will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto, their successors, and permitted assigns. The failure of ORRAA Inc. to exercise or enforce any right



or provision of this Agreement shall not operate as a waiver of such right or provision. This Agreement (including whatever documents ORRAA Inc. has specifically referenced herein as applicable) sets forth the entire understanding and agreement between ORRAA Inc. and you with respect to the Online Services.

The section titles in the Agreement are solely used for the convenience of the parties and have no legal or contractual significance. Each party is an independent contractor and not an agent or representative of any other party. This Agreement will not be interpreted or construed to create an association, joint venture or partnership between the parties, or to impose any partnership obligation or liability upon any party. Neither party will have any right or authority to create any obligation or make any representation or warranty in the name or on behalf of the other party. The parties acknowledge and agree that this Agreement may be entered into electronically, and without the necessity of written signatures. A printed version of this Agreement and any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.