Planned Parenthood Events Tool Terms of Use

Thank you for your interest in hosting an event in support of Planned Parenthood! The Planned Parenthood Events Tool website (“Events Tool”) is provided by Planned Parenthood Federation of America, Inc. (“PPFA”) as a tool for supporters to list, find and sign up for events benefiting PPFA and its member organizations, Planned Parenthood affiliates (collectively, “Planned Parenthood”). These Terms of Use (the “Agreement”) govern your participation in and use of the Events Tool and any other tools, services or content provided to you in connection with the Events Tool.

If you wish to use the Events Tool to RSVP for an event, list an event, or otherwise make use of the Events Tool, you must become an Events Tool User (“User”) by registering for an Events Tool User Account (“Account”) through the NGP VAN/EveryAction. You must accept the terms listed in this Agreement, as well as applicable sections of the NGP VAN Privacy Policy, in order to create an Account and become a User. If you fail to adhere to this Agreement, your Account and your participation in and use of the Events Tool may be terminated. If you have questions about this Agreement or our Privacy Policy, please contact us at PPFA Member Services, 123 William Street, New York, NY 10038, member.services@ppfa.org, 1-800-430-4907. This Events Tool is for use in the United States.

LICENSE. The Events Tool enables you to list a public supporter event hosted by you, using the tools provided by PPFA through the Events Tool. When you use your Account to list an event, an individual Event Page will be created to list that event, which is searchable on the Events Tool’s “Find an Event” page. PPFA owns the Events Tool, each Event Page, each Account, and all associated tools and content, excluding solely content provided by you and content licensed from third parties. PPFA grants a nonexclusive, nontransferable, freely revocable, limited license to you to make personal use only of the Events Tool and the associated tools and services, solely to a) RSVP to attend a listed event, and/or b) list a public event in support of Planned Parenthood in accordance with this Agreement. This license expressly excludes, without limitation, any reproduction or sale or other commercial use of the Events Tool and the associated tools and content, making any derivative of the Events Tool or the associated tools and content, and the collection and use of User e-mail addresses or other User information for any purpose other than to contact Users about your event listed on the Event Page, including without limitation any data extraction or data mining whatsoever. To the extent that the Events Tool or the associated tools and content include the Planned Parenthood name, logo or other trademarks or servicemarks owned by PPFA (“Name and Marks”), the foregoing license includes a nonexclusive, nontransferable, freely revocable, limited license to you to make personal use only of the Name and Marks solely in the form provided and solely for use on the Events Tool in accordance with the terms hereof. The foregoing licenses may be revoked by PPFA at any time in its discretion for violation of these terms or for any reason or no reason whatsoever. All Event Pages are and shall remain the property of PPFA, and you shall obtain no ownership rights therein by creation or use thereof. By uploading any content to the Events Tool, you are granting Planned Parenthood a perpetual, irrevocable, royalty-free, nonexclusive, unrestricted, worldwide right and license to (i) use, copy, sublicense, adapt, transmit, publicly perform, display, or create derivative works from any such content, and (ii) sublicense to third parties the unrestricted right to exercise any of the foregoing rights granted with respect to such content.

ACCOUNT INFORMATION. Registration of, access to, or use of an Account shall require a log in with a
unique User Name and Password. You agree to keep the User Name and Password for your Account strictly confidential. By using the Events Tool, you agree to join the Planned Parenthood online network and to receive messages from Planned Parenthood organizations, and you represent and warrant that: (a) all information you submit to create an Account is truthful, accurate, current, and complete; and (b) you will maintain the accuracy of such Account Information by updating and revising it promptly. Planned Parenthood does not monitor the information you provide on the Events Tool generally, but if PPFA becomes aware of information that may not be accurate, PPFA may, in its sole discretion, make inquiries, either directly or through third parties, that PPFA considers necessary to validate your Account Information. PPFA considers false information a violation of these terms and may take legal action against anyone who misrepresents personal information or is otherwise untruthful about their identity; or PPFA may suspend or cancel any Account it believes to be false, inaccurate or incomplete. Notwithstanding the foregoing, you acknowledge that Planned Parenthood cannot guarantee the accuracy of any information submitted by any User of the Events Tool, nor any identity information about any User.

CONTENT AND USAGE. By using the Events Tool, you represent and warrant that: (a) all registration information you submit is truthful, accurate, current, and complete; (b) you will maintain the accuracy of such registration information by updating and revising it promptly; and (c) your use of the Events Tool does not violate any applicable law or regulation. Further, you agree that your use of the Events Tool and any/all Event Page(s) will:

• solely support Planned Parenthood and not advertise or promote any other organization, vendor, product or service, nor promote any commercial or for-profit endeavor or purpose.
• not solicit contributions, donations, fees, or other funds for any person or organization.
• not state or suggest that Planned Parenthood endorses any product, firm, organization, service or activity.
• not include any political content, including references to candidates, elections, or voting.
• not include any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, profane or offensive content of any kind.
• not include illegal or objectionable content, or use the Events Tool or any tools and content made available to you in an illegal or objectionable manner.
• not include any content that violates or infringes the rights of any third party, including copyright, trademark, patent, privacy or publicity rights.
• not circumvent, disable or otherwise interfere with security-related features of the Events Tool or features that prevent or restrict use or copying of any content or enforce limitations on use of the Events Tool or the content therein.

You are entirely responsible for all content posted by you using the Events Tool or on any Event Page, and for your conduct in connection with the Events Tool. You are responsible for obtaining any necessary permissions for the content you post, including use of another’s name, likeness or personally identifying information, and any trademark and copyright clearance. Planned Parenthood is not responsible for any such content or conduct and is under no obligation to investigate, monitor or check any such content or conduct. PPFA reserves the right to monitor such content or conduct as it deems appropriate. PPFA may contact you as needed about an event or Event Page you are creating and may refuse to activate or to disable the Event Page at any time in PPFA’s discretion.

SITE ACCESS/PROGRAM PARTICIPATION/POLICY CHANGES. PPFA may discontinue the Events Tool, or any portion or functionality of it, at any time. PPFA may also restrict or discontinue your access to the Events Tool and/or an Event Page if you violate any of these terms. PPFA may modify these terms at any time in its discretion, which modification shall become effective upon notice thereof, which may be provided to you.
by posting on the Events Tool, via email, or through any other reasonable means. Continued use of the Events Tool or Event Page shall constitute your acceptance of any such modifications. To remain in compliance, PPFA suggests that you review these terms, as well as the Terms of Use and Privacy Policy on the www.ppfa.org site, at regular intervals. THESE TERMS WERE LAST UPDATED ON: September 29, 2016.

DISCLAIMER OF WARRANTY. THE EVENTS TOOL, ITS MATERIALS, SERVICES AND OTHER INFORMATION ARE PROVIDED ON AN "AS IS" BASIS. The Events Tool is powered by NGPVAN/EveryAction. PPFA makes no representations or warranties of any kind, express or implied, as to the operation of the Events Tool, or the content, products and/or services, included therein. To the fullest extent permissible by applicable law, PPFA disclaims all warranties, express or implied including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and/or infringement. When using the Events Tool, information will be transmitted over a medium that is beyond the control of PPFA. PPFA cannot and does not guarantee that use of the Events Tool will be error-free or free of technology downtimes or unavailability. PPFA cannot and does not guarantee against viruses, worms, or other unauthorized users or hackers attempting to obtain access to the website or information transmitted to or from this site. PPFA is not responsible for data, messages or pages lost, not delivered or misdirected because of interruptions or performance issues with the internet. USERS HEREBY EXPRESSLY ASSUME THE SOLE RISK OF ANY UNAUTHORIZED DISCLOSURE OR INTENTIONAL INTRUSION, OR OF ANY DELAY, FAILURE, INTERRUPTION, OR CORRUPTION OF DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE USE OF THE EVENTS TOOL.

LIMITATION OF LIABILITY. ALL USE OF THE EVENTS TOOL AND THE EVENT PAGE(S), AS WELL AS ALL ACTIVITIES UNDERTAKEN BY YOU OR YOUR GUESTS AND INVITEES IN CONNECTION WITH THE EVENTS TOOL, SHALL BE UNDERTAKEN AT YOUR OWN RISK. PPFA, ITS OFFICERS, AGENTS AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY CLAIMS, DAMAGES, INJURIES, ACTIONS, OR CAUSES OF ACTIONS WHATSOEVER TO YOU, YOUR PROPERTY, OR YOUR EXECUTORS, HEIRS, OR ASSIGNS, ARISING OUT OF OR CONNECTED WITH PARTICIPATION IN THE EVENTS TOOL, OR CREATION OR USE OF ANY EVENT PAGE. IN NO EVENT SHALL PPFA BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR MONETARY DAMAGES, INCLUDING FEES, AND PENALTIES IN CONNECTION WITH YOUR USE OF MATERIALS POSTED ON THIS SITE OR CONNECTIVITY TO OR FROM THIS SITE TO ANY OTHER SITE.

RELEASE. You hereby agree to release PPFA, its member organizations, and their respective affiliates, and their respective officers, directors, employees, contractors, agents, successors and assigns from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with your use of the Events Tool.

INDEMNITY. You shall indemnify, defend and hold harmless PPFA, its member organizations, and their respective affiliates, and their respective officers, directors, employees, contractors, agents, successors and assigns from and against any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable attorneys’ fees) to which any of them may become subject arising out of, based upon, as a result of, or in any way connected with, your importing of any content to the Events Tool or an Event Page, any third party claims of infringement, or any breach by you of this Agreement.

GOVERNING LAW. Any claim or dispute arising out of or relating to the Events Tool or your use or reliance on the Events Tool and this Agreement shall be governed by the laws of the State of New York without regard to its conflict of laws provisions. You agree to the exclusive venue and jurisdiction of the local, state or federal courts located in New York County, New York for the resolution of any such claim or dispute.
CHILDREN. The Events Tool is directed at adults, and therefore is intended for use only by adults over the age of 18. If you are under the age of 18, please consult a parent or guardian for help in using the Events Tool.

EXTERNAL LINKS. Please note that pages of this Events Tool may be linked to other sites which may have different terms of use including but not limited to the NGP VAN Privacy Policy. PPFA does not own, control, manage, supervise, direct or otherwise have any involvement in the business or affairs of any third party site. PPFA is not responsible for the privacy practices or the content of the third party site. Once you link to another site, you are subject to the privacy policy of that site. PPFA encourages you to be aware when you are leaving the Events Tool to read the privacy statements of each and every web site that you visit before providing any personally identifiable information.

OTHER APPLICABLE TERMS. Your use of the Events Tool and/or any Event Page(s) are also subject to PPFA’s Terms of Use (including but not limited to Digital Millennium Copyright Act Notices) and Privacy Policy, which are available on the www.plannedparenthood.org website and which are incorporated herein by reference.