

## TERMS OF USE

Last Updated: September 7, 2023

Use of the Sites signifies your agreement to these terms of use (“Terms of Use”).

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SITES

The following Terms of Use apply to the Black Girls Code website (<https://wearebgc.org>), the BGC Code Along website (the BGC Code Along website (<https://wearebgc.org/codealong>), the BGC Community Portal (<http://community.wearebgc.org>) and our BGC Alumni Portal (<https://bgcalumnae.com>) (collectively, the “Sites”) owned and operated by Black Girls Code (“Black Girls Code,” “BGC,” “us,” “we,” or “our”). By accessing, browsing and/or using the Sites, you acknowledge that you have read, understood and agree to be bound by these Terms of Use in their entirety, any modifications to the Terms of Use, which is incorporated by reference into these Terms of Use. In addition, you agree to comply with all applicable laws, rules and regulations governing your use of the Sites. If you do not agree to these Terms of Use, you are not permitted to access, browse or use the Sites.

Please return to the Sites and review these Terms of Use from time to time, as they may be amended without notice to you. Any changes to these Terms of Use will be effective immediately upon the posting of the revised Terms of Use at the Sites. Please note that your use of certain content and features of the Sites may be subject to additional terms. By using such content and features, you also agree to be bound by such additional terms. The Sites are only intended to be accessed and used by individuals that are 13 years of age or older. If you are below the age of 18, then your parent or legal guardian must read and accept the terms and conditions of these Terms of Use on your behalf. If you become aware of anyone using the Sites who is under the age of 13 without parental or legal guardian consent, please report this to: [operations@wearebgc.org](mailto:operations@wearebgc.org). We do not knowingly collect information from anyone under the age of 13 without such consent. We may, in our sole discretion, refuse to offer the Sites to any person or entity for any reason.

### I. PROPRIETARY RIGHTS; USE OF CONTENT

The Sites are owned and operated by Black Girls Code and, in the case of certain features and content, its affiliates, licensors and/or third party service providers, and unless otherwise indicated, all the content appearing on the Sites (collectively, “Content”) is the property of BGC and its affiliates, its members, licensors and/or third party service providers and protected, without limitation, by U.S. and foreign copyright, trademark and other intellectual property laws.

All trademarks, service marks, trade names, logos and other indicia of origin (collectively, “Marks”) appearing on the Sites are the property of BGC, its affiliates, licensors, and/or third party service providers. You may not make any use of any Content or Marks without the prior written consent of BGC and any applicable third party.

No Content from the Sites may be copied, reproduced, republished, translated, uploaded, posted, transmitted, or distributed in any way, except that you may download one copy of Content on any single computer for your personal non-commercial use, only, provided you keep intact all copyright and other proprietary notices. Modification of the Content or use of the Content for any other purpose may be a violation of copyright, trademark, trade secret rights and others’ proprietary rights belonging to BGC and its affiliates, licensors and/or third party service providers. For purposes of these Terms of Use, the use of any such Content on any other website or networked computer environment is prohibited.

BGC from time to time may request that its members, family members, legal guardians or related educators submit videos, testimonial or other materials to it and such materials may be made available on the Sites and elsewhere, and as indicated below such persons are solely responsible for such content and BGC is not responsible or liable for the accuracy, reliability or completeness of such third-party content.

## II. YOUR CONDUCT

When using or accessing the Sites you agree:

- not to disrupt or interfere with the security of, or otherwise abuse, the Sites, or any services, system resources, accounts, servers or networks connected to or accessible through the Sites or affiliated or linked websites;
- not to use the Sites for a purpose that is unlawful, tortious, libelous, defamatory, harassing, abusive, obscene, vulgar, sexually explicit, intrusive on another's privacy, or inappropriate with respect to race, gender, sexuality, ethnicity, or other intrinsic characteristic;
- not to disrupt or interfere with any other user's enjoyment of the Sites;
- not to use, frame or utilize framing techniques to enclose any Marks or other proprietary information (including the images and information available through the Sites, the content of any text or the layout/design of any page) without BGC's express written consent;
- not to use meta tags or any other "hidden text" utilizing a Mark, videos or other materials without BGC's express written consent;
- not to use the Sites for any commercial purpose not expressly approved by BGC in writing, including without limitation, unsolicited advertising junk mail or spam;
- not to monitor, scrape, index or otherwise copy any of the material on the Sites by means of any robot, spider or other automatic device, process or means, regardless of whether such use may be considered a fair use under United States copyright law;
- not to disassemble, decompile or reverse engineer or otherwise attempt to derive the source code of the Sites, except as permitted by applicable laws;
- not to "deeplink" to the Sites without BGC's express written consent; and
- not to attempt to obtain unauthorized access to the Sites or portions of the Sites that are restricted from general access.

You agree to immediately notify us if you suspect fraudulent or abusive activity, or any activity in violation of these Terms of Use. If you so notify us, or we otherwise suspect fraudulent or abusive activity, you agree to cooperate with us in any fraud investigation and to use any fraud prevention or other measures we prescribe.

You also agree to follow any other rules or guidelines included on the BGC Community Portal or the BGC Alumni Portal.

## III. FORUM, BLOG, EVENTS AND POSTING POLICY

From time to time on certain areas of our Sites you may be able to submit photos, events, videos, testimonials, written posts, and certain other materials ("User Content"). By using these features, you agree that you will not post any such User Content that is unlawful, tortious, libelous, defamatory, harassing, abusive, obscene, vulgar, sexually explicit, intrusive on another's privacy, or inappropriate with respect to race, gender, sexuality, ethnicity, or other intrinsic characteristic; that you will not upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; that you will not collect or store personal data about other users in your User Content; that you will not post any User Content that contains personal information about or the likeness of any individual, violates the privacy/publicity of any other individual or entity, or anything that you are under a contractual obligation to keep private or confidential; that you will

not post any User Content that is clearly false or misleading; that you will not impersonate any person or organization, including without limitation, the personnel of BGC, or misrepresent an affiliation with another person or organization; and you will not post or upload any User Content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Sites, or any feature of the Sites. By displaying, publishing, or otherwise posting any User Content on or through the Sites, you hereby grant to BGC a non-exclusive, sub-licensable, worldwide, fully-paid, royalty free license to use your User Content (including, without limitation, to modify, publicly perform, publicly display, reproduce, and distribute such User Content) in any and all media now known or hereinafter developed without the requirement to make payment to you or to any third party or the need to seek any third party permission. This license includes the right to host, index, cache, distribute, and tag any User Content, as well as the right to sublicense User Content to third parties, including other users, for use on other media or platforms known or hereinafter developed, such as for use on mobile phones, or in video, music, or software programs. You continue to retain all ownership rights in your User Content, and you continue to have the right to use your User Content in any way you choose, subject to these Terms of Use and the license described herein.

You represent and warrant that you own the User Content submitted, displayed, published or posted by you on the Sites and otherwise have the right to grant the license set forth herein, and the displaying, publishing or posting of any User Content you submit, and our use thereof does not and will not violate the privacy rights, publicity rights, copyrights, trademark rights, patents, contract rights or any other intellectual property rights or other rights of any person or entity. Notwithstanding the foregoing, you further understand and agree that you have no ownership rights to any account you may have with us, or other access to the Sites or features therein. BGC may cancel your account and delete all User Content associated with your account at any time, and without notice, including without limitation if BGC deems that you have violated these Terms of Use, the law, or for any other reason.

BGC assumes no liability for any information removed from our Sites, and reserves the right to permanently restrict access to the Sites or a user account. BGC does not endorse, verify, evaluate or guarantee any information provided by users and nothing shall be considered as an endorsement, verification or guarantee of any User Content. You shall not create or distribute information, including but not limited to advertisements, press releases or other marketing materials, or include links to any sites which contain or suggest an endorsement by BGC without the prior review and written approval of BGC.

You agree to indemnify and hold BGC, its parents, subsidiaries, officers, employees, and website contractors and each of their officers, employees and agents harmless from any claims, damages and expenses, including reasonable attorneys' fees and costs, related to your violation of these Terms of Use, including the posting policy, or any violations thereof by your dependents or which arises from the use of User Content you submitted, posted, or otherwise provided to BGC or the Sites.

#### IV. ACCOUNTS, PASSWORDS, AND SECURITY

Certain areas of the Sites require registration or otherwise ask you to provide information to participate in certain features or access certain content, including but not limited to the BGC Community Portal and the BGC Alumni Portal. If you elect not to provide such information, you may not be able to access certain content or participate in certain features of the Sites, or any features at all.

If the Sites require you to create an account or otherwise submit information, you must complete the specified process by providing us with current, complete, and accurate information as requested by the applicable registration form. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data, and any loss caused by your failure to do so is your responsibility. During the registration process, you will be asked to enter valid e-mail address and choose a password. It is entirely your responsibility to maintain the confidentiality of your password and account. Additionally, you are entirely responsible for any and all activities that occur under your account. You agree to notify BGC immediately of any unauthorized use of your account. You further agree not to email, post, or otherwise disseminate any user ID, password, or other information that

provides you access to the Sites. BGC is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge, and is not responsible for any delay in shutting down your account after you have reported a breach of security to us.

## V. LINKS AND THIRD PARTIES

Links on the Sites to third party websites that you encounter via the Sites are solely provided as a convenience to you. If you use these links, you will leave the Sites. You agree that BGC will not be responsible or liable for any dispute, loss or damage of any kind incurred as a result of any dealings between you and any such third parties. In addition, you acknowledge that BGC does not endorse, verify, or make any representations regarding any third party advertisements, products or services. It is your sole responsibility to research and verify the legitimacy of any entity and content linked to the Sites, and you are solely responsible for your decision to submit personal information to any third party. Any personal information that you submit through such third party site will be subject to the privacy policy and terms of use on that site.

## VI. DIGITAL MILLENNIUM COPYRIGHT ACT

BGC has adopted the following policy towards copyright infringement in accordance with the Digital Millennium Copyright Act ( "DMCA").

If you believe that your content has been copied and posted on the Sites in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Sites (and such description must be reasonably sufficient to enable us to find the alleged infringing material);
- your contact information, including address, telephone number and email address;
- a written 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; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Notice of claims of copyright infringement should be provided to BGC's Copyright Agent via email to [operations@wearebg.org](mailto:operations@wearebg.org) with a subject line that includes "DMCA Request", by phone to or via mail to the following address:

Copyright Agent  
Black Girls Code  
1736 Franklin St., 10th Floor  
Oakland, CA 94612

BGC will terminate access to the Sites of any repeat infringer.

## VII. PRIVACY POLICY

Black Girls Code recognizes the importance of respecting your privacy. Our privacy policy provides you with information on how we use your personal information. Please review our Privacy Policy for more information.

## VIII. CHANGES TO SITES

BGC may add, change, discontinue, remove or suspend any portion of the Sites at any time, without notice.

## IX. TERMINATION

BGC reserves the right, without notice and at its sole discretion, to suspend or terminate these Terms of Use and/or your ability to access or use the Sites, and to block or prevent future access to and use of the Sites for any reason, including your breach of these Terms of Use or other conduct by you that BGC considers inappropriate. BGC reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Sites (or any part thereof) with or without notice. Except as otherwise expressly stated in the Terms of Use, you agree that BGC shall not be liable to you or to any third party for any modification, suspension or discontinuation of the Sites (or any portion thereof).

## X. DISCLAIMER

BGC MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SITES OR CONTENT, ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BGC HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO THE SITES, CONTENT AND ANY LINKED SITES. BGC DOES NOT WARRANT THE FUNCTIONALITY, INFORMATION OR LINKS CONTAINED ON THE SITES OR THAT CONTENT WILL MEET YOUR REQUIREMENTS, THAT THE SITES OR CONTENT ARE FIT FOR ANY PARTICULAR PURPOSE, THAT THE OPERATION OF THE SITES OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES, WORMS, TROJAN HORSES, CANCEL-BOTS OR OTHER HARMFUL COMPONENTS. BGC DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF ANY CONTENT IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT BGC) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

## XI. LIMITATION OF LIABILITY

IN NO EVENT AND UNDER NO CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL BGC AND ITS AFFILIATED ENTITIES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AUTHORIZED AGENTS (COLLECTIVELY, BGC PARTIES") BE LIABLE FOR ANY DAMAGES, CLAIMS OR LOSSES INCURRED (INCLUDING, WITHOUT LIMITATION, COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES), HOWEVER CAUSED, AND UNDER ANY THEORY OF LIABILITY ARISING IN CONNECTION WITH: (A) THE SITES, INCLUDING, WITHOUT LIMITATION, ANY CONTENT; (B) YOUR USE OR INABILITY TO USE THE SITES, INCLUDING, WITHOUT LIMITATION, ANY CONTENT; (C) ANY THIRD PARTY SITES OR SERVICE USED IN CONNECTION WITH OR AVAILABLE THROUGH THE SITES; (D) UNAUTHORIZED ACCESS TO OR ALTERATION OR LOSS OF YOUR TRANSMISSIONS OR DATA OR OTHER INFORMATION THAT IS SENT OR RECEIVED IN CONNECTION WITH THE SITES; OR (E) ERRORS, SYSTEM DOWN



TIME, NETWORK OR SYSTEM OUTAGES, FILE CORRUPTION OR SERVICE INTERRUPTIONS, EVEN IF A BGC PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS OR LOSSES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, BGC'S CUMULATIVE LIABILITY TO YOU ARISING FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU FOR ACCESS TO THE SITES. IF NO AMOUNTS WERE PAID, YOUR SOLE REMEDY UNDER THESE TERMS OF USE SHALL BE TO DISCONTINUE ANY USE OF THE SITES.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

YOU HEREBY ACKNOWLEDGE THAT YOU UNDERSTAND THAT BY ACCESSING THE SITES AND AGREEING TO THESE TERMS OF USE, YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS/HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM/HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

## XII. INDEMNIFICATION

By using the Sites, you agree to indemnify, defend and hold harmless BGC from and against any actual or alleged claims, demands, causes of action, judgments, damages, losses, liabilities, and all costs and expenses of defense (including, without limitation, reasonable attorneys' and other legal fees and costs) arising out of or relating to: (1) your violation of these Terms of Use or any law, rule or regulation; (2) your use of the Sites, including, without limitation, any Content available on the Sites and any activity of yours on the Sites; (3) loss of any data or account information; and (4) any material uploaded by you or through your computer to the Sites or otherwise sent by you to BGC. You will cooperate as fully and reasonably as required by BGC in the defense of any claim. BGC reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of BGC.

## XIII. PERMISSION FOR WEB LINKING

If you link to the Sites, you may only link to the home page, and the link must be in plain text, unless otherwise approved in writing by BGC. Any such link must not damage, dilute or tarnish the goodwill associated with BGC and/or any BGC intellectual property, nor may the link create the false appearance that your Sites or organization is sponsored, endorsed by, affiliated or associated with BGC, and you may not "frame" the Sites. You may not link to the Sites from any website that is unlawful, abusive, indecent or obscene, that promotes violence or illegal acts or that is otherwise inappropriate in BGC's sole discretion. BGC reserves the right, in its sole discretion, to terminate any link from any website.

## XIV. FORCE MAJEURE

BGC will not be responsible for any delay, failure in performance or interruption of service, resulting directly or indirectly from acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophes or any other occurrences which are beyond BGC's reasonable control.

## XV. GOVERNING LAW/MISCELLANEOUS

These Terms of Use shall be exclusively governed by and construed in accordance with the laws of the State of Maryland within the United States of America without giving effect to any principles of conflicts of law. Any dispute arising from these Terms of Use or the Sites shall be resolved in the state or federal courts residing in

Prince George's County, Maryland and you irrevocably agree to the jurisdiction of such courts. BGC makes no representation that Content contained on the Sites is appropriate or available for use in jurisdictions outside the United States, or that the Terms of Use comply with the laws of any other country. Visitors who use the Sites and reside outside the United States do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. If any provision of these Terms of Use are deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. You agree that any dispute arising out of or relating to your Terms of Use, including without shall be resolved solely by mandatory, confidential mediation, with each party paying their respective attorney's fees.

#### XVI. CONTACT US

If you have any comments or questions regarding these Terms of Use, or wish to report any violation of these Terms of Use

If you have any questions or concerns about these Terms of Use, or wish to report any violation of these Terms of Use, please contact us by email at [operations@wearebgc.org](mailto:operations@wearebgc.org) or write us at:

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Oakland, CA 94612